

# General Terms and Conditions

## Preamble

Welcome to our website! Thank you for placing your trust in us during your purchase!

These [Online Store Terms and Conditions](#) were created using the Consumer-Friendly Terms and Conditions Generator.

If you have any questions regarding these Terms and Conditions, the use of the website, specific products, or the purchasing process, or if you would like to discuss a specific request with us, please contact our staff using the contact information provided!

## Legal Notice: Details of the Service Provider (Seller, Company)

**Name:** GÁZ- ÉS FŰTÉSTECHNIKA Trading and Service Limited Liability Company

**Registered Office:** 9400 Sopron, Csengery Street 39.

**Mailing Address:** 9400 Sopron, Csengery Street 39.

**Registering Authority:** Registered with the Commercial Registry of the Győr Regional Court

**Company Registration Number:** 08-09-013237

**Tax ID Number:** 13539915-2-08

**Representatives:** Róbert Trimmel, Managing Director (Chief Executive Officer), István Trimmel, Managing Director (Chief Executive Officer)

**Phone number:** +36-70-315-5881 / +36-30-16-16-16-0 (Mon-Fri 8 a.m.-4 p.m.)

**Email:** info@edilkamin.shop

**Website:** <http://www.edilkamin.shop>

**Bank account number:** 10103386-32176100-01003004

## Hosting Provider Information

**Name:** UNAS Online Kft.

**Headquarters:** 9400 Sopron, Kőszegi út 14.

**Contact Information:** unas@unas.hu

**Website:** unas.hu

## Definitions

**Goods:** movable property listed in the Website's product range and intended for sale on the Website, including goods containing digital elements

**Goods containing digital elements:** movable property that incorporates digital content or a digital service, or is linked to such content or service, in such a way that the goods would be unable to perform their functions without the relevant digital content or digital service

**Digital content:** data produced or provided in digital form

**Parties:** the Seller and the Buyer collectively

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

**Consumer contract:** a contract in which one of the parties qualifies as a consumer

**Functionality:** the ability of goods containing digital elements, digital content, or a digital service to perform the functions intended for them

**Manufacturer:** the producer of the Goods; in the case of imported Goods, the importer who brings the Goods into the territory of the European Union; and any person who presents themselves as the manufacturer by affixing the name, trademark, or other distinctive mark of the Goods

**Interoperability:** the ability of a good containing digital elements, digital content, or a digital service to work together with hardware and software that differs from that with which goods, digital content, or digital services of the same type are typically used

**Compatibility:** the ability of a good containing digital elements, digital content, or a digital service to work together—without the need for conversion—with hardware or software typically used with goods, digital content, or digital services of the same type

**Website:** this website, which serves as the platform for concluding the contract

**Contract:** A sales contract concluded between the Seller and the Buyer via the Website and electronic correspondence

**Durable medium:** any instrument that enables the consumer or business to store data addressed to them personally in a way that allows future access and for a period of time appropriate to the purpose of the data, as well as to reproduce the stored data in an unaltered form

**Means of communication between parties at a distance:** a means suitable for making contractual declarations in the absence of the parties for the purpose of concluding a contract. Such means include, in particular, addressed or unaddressed forms, standard letters, advertisements published in the press with an order form, catalogs, the telephone, fax, and devices providing internet access

**Contract Concluded Between Parties Not Physically Present:** a consumer contract concluded within the framework of a distance selling system organized for the provision of the Goods or services specified in the contract, without the simultaneous physical presence of the parties, such that the contracting parties use exclusively means of communication enabling communication between parties not physically present for the purpose of concluding the contract

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

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

**Seller:** the person entering into a contract by issuing a call for offers through the Website

**Warranty:** In the case of contracts concluded between a consumer and a business (hereinafter: consumer contract), the warranty

1. the warranty undertaken for the performance of the contract, which the business voluntarily assumes beyond its legal obligation

- or in the absence thereof to ensure the proper performance of the contract, as well as
- 2. the mandatory warranty based on the law

**Purchase Price:** the consideration payable for the Goods and for the provision of digital content.

## Applicable Laws

**This Agreement is governed by Hungarian law, and in particular by the following laws:**

- Act CLV of 1997 on Consumer Protection
- Act CVIII of 2001 on Certain Issues Concerning Electronic Commerce Services and Services Related to the Information Society
- Act V of 2013 on the Civil Code
- Government Decree No. 151/2003 (IX.22.) on the mandatory warranty for durable consumer goods
- Decree No. 10/2024 (VI.28.) of the Ministry of Industry on the definition of the scope of durable consumer goods subject to the mandatory warranty
- Government Decree No. 45/2014 (II.26.) on the detailed rules governing contracts between consumers and businesses
- Decree No. 19/2014 (April 29) of the Ministry of National Economy on the procedural rules for handling warranty and guarantee claims regarding goods sold under contracts between consumers and businesses
- Act LXXVI of 1999 on Copyright
- Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information
- REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (February 28, 2018) on the prohibition of unjustified geo-blocking of content and other forms of discrimination based on the nationality, place of residence, or place of establishment, and on other forms of discrimination, and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394, as well as Directive 2009/22/EC
- REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
- Government Decree No. 373/2021 (June 30) on detailed rules governing contracts between consumers and businesses for the sale of goods, the supply of digital content, and the provision of digital services

## Scope of the General Terms and Conditions

### Scope of the GTC

The terms of the contract between us—in addition to the provisions of applicable mandatory laws – are determined by these General Terms and Conditions (hereinafter: GTC). Accordingly, these GTC set forth the rights and obligations pertaining to you and us, the conditions for the formation of the contract, the performance deadlines, the terms of delivery and payment, the rules of liability, and the conditions for exercising the right of withdrawal.

Technical information necessary for the use of the Website that is not contained in these GTC is provided by other information available on the Website.

### Language of the contract, form of the contract

The language of contracts governed by these GTC is Hungarian.

Contracts governed by these GTC are not considered written contracts; the Seller does not file them.

### Prices

Prices are in HUF and include 27% VAT. The possibility cannot be ruled out that the Seller may modify prices for business policy reasons. Price modifications do not apply to contracts already concluded. If the Seller has listed the price incorrectly and an order has been received for the Goods, but the parties have not yet concluded a contract, the Seller shall proceed in accordance with the "Procedure for Incorrect Prices" section of the GTC.

### Procedure in Case of Incorrect Prices

**The following are considered obviously incorrect prices:**

- a price of 0 HUF,
- a price reduced by a discount but incorrectly listed compared to the correct discount percentage shown next to the correct original price (e.g., in the case of a product priced at 1,000 HUF, where a 20% discount is indicated, but instead of the correct price of 800 HUF, the product is incorrectly offered for 500 HUF based on an erroneous calculation that does not correspond to the percentage discount).

In the event of such an incorrect price being displayed, the Seller shall offer the option to purchase the Goods at the actual price; with this information, the Buyer may decide whether to order the Goods at the actual price or not to take advantage of this option, in which case no contract is formed between the Parties.

### Complaint Handling and Legal Remedies

The consumer may file warranty claims, product liability claims, or complaints regarding the conduct, actions, or omissions of the Seller or any person acting on behalf of or for the benefit of the Seller that are directly related to the distribution or sale of the Goods to consumers, aimed at resolving individual legal or interest-related grievances (a consumer complaint under the Fgytv.) may be submitted via the following contact information and methods:

- In writing via the following website: <http://www.edilkamin.shop>
- In writing via the following email address: [info@edilkamin.shop](mailto:info@edilkamin.shop)
- In writing by mail: 9400 Sopron, Csengerly u. 39.

The Seller is required to handle the consumer's claims regarding warranty of fitness for purpose, product warranty, or warranty claims not in accordance with the rules of the Fgytv. regarding the handling of consumer complaints, but in accordance with separate legislation.

The consumer's complaint under the Consumer Protection Act, which concerns the conduct of the business or a person acting on behalf of or for the benefit of the business that is directly related to the distribution or sale of goods to consumers, or omissions—with the exception of claims under warranty, product liability, or guarantee—may be communicated to the business verbally or in writing.

**The Seller shall immediately investigate the verbal complaint and remedy it as necessary.** If the consumer does not agree

with the handling of the complaint, or if an immediate investigation of the complaint is not possible, the Seller shall immediately record a report on the complaint and its position regarding it, and shall provide a copy of the report to the consumer on the spot in the case of a verbal complaint communicated in person, or, in the case of a verbal complaint made by telephone or other electronic means of communication, send it to the consumer within 30 days at the latest—in accordance with the regulations governing responses to written complaints—along with the substantive response. The record of the complaint must include the following:

1. the consumer's name, address, or email address,
2. the place, time, and method of filing the complaint,
3. a detailed description of the consumer's complaint, a list of the records, documents, and other evidence presented by the consumer,
4. the business's statement regarding its position on the consumer's complaint, provided that an immediate investigation of the complaint is possible,
5. the signature of the person recording the report and—except in the case of a verbal complaint communicated by telephone or other electronic communications service—the consumer's signature,
6. the place and time of the report's recording,
7. in the case of a verbal complaint communicated by telephone or other electronic communication service, the unique identification number of the complaint, and
8. a warning that if the consumer fails to provide the information specified in points a) and c) during the recording of the report, or refuses to sign the report, the Seller shall not apply the response requirements applicable to written complaints when handling the verbal complaint

If the consumer fails to provide the information specified in points a) and c) above when submitting the verbal complaint, or refuses to sign the record, the business is not obligated to proceed in accordance with the response requirements applicable to written complaints when resolving the verbal complaint.

**The Seller shall** - unless otherwise provided by a directly applicable legal act of the European Union - is required to respond in writing in a manner that can be substantiated on the merits and to take steps to communicate the response **within thirty days of receipt**. The Seller must provide a justification for its decision to reject the complaint. In the event of a rejection, the Seller must inform the consumer in writing that, depending on - depending on its nature - may initiate proceedings with which authority or conciliation body. The information must also include the address of the competent authority, or the conciliation body's headquarters, telephone and internet contact information, and mailing address based on the consumer's place of residence, place of stay, or registered office, as well as whether the Seller has made a general declaration of submission.

If the Seller provides an electronic platform or form for submitting a written complaint, the Seller is required to immediately confirm receipt of the written complaint at the email address provided by the consumer.

The Seller is required to retain the minutes of the verbal complaint or the written complaint, as well as a copy of its substantive response to the complaint, for three years and to present them upon request by the supervisory authority.

If any consumer dispute between the Seller and the consumer is not resolved during negotiations, the following options for enforcing rights are available to the consumer:

### **Consumer Protection Proceedings**

It is possible to file a complaint with the consumer protection authorities. If the consumer detects a violation of their consumer rights, they are entitled to file a complaint with the consumer protection authority competent for their place of residence. Following the review of the complaint, the authority decides whether to initiate consumer protection proceedings. First-instance consumer protection authority duties are performed by the metropolitan and county government offices competent for the consumer's place of residence; their contact information can be found here:

#### **Budapest Capital Government Office, Consumer Protection Department**

Address: 1117 Budapest, Prielle Kornélia Street 4/b.

Email: [fogyasztovedelem@bfkh.gov.hu](mailto:fogyasztovedelem@bfkh.gov.hu)

Phone number: (1) 450-2598

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/budapest/megye/szervezet/fogyasztovedelmi-foosztaly>

Jurisdiction: Budapest metropolitan area **Pest County Government Office, Consumer Protection Department**

Address: 1072 Budapest, Nagy Diófa u. 10-12.

Email: [fogyved@pest.gov.hu](mailto:fogyved@pest.gov.hu)

Phone number: 06 1 459 4843

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/pest/megye/szervezet/fogyasztovedelmi-foosztaly>

Jurisdiction: Pest County

#### **Bács-Kiskun County Government Office, Consumer Protection Department**

Address: 6000 Kecskemét, Szent István krt. 19/A.

Mailing address: 6001 Kecskemét, P.O. Box 189.

Email: [fogyasztovedelem@bacs.gov.hu](mailto:fogyasztovedelem@bacs.gov.hu)

Phone number: 06 76 795 710

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/bacs-kiskun/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Bács-Kiskun County **Baranya County Government Office, Consumer Protection Department**

Address: 7630 Pécs, Hengermalom u. 2.

Mailing address: 7630 Pécs, Hengermalom u. 2.

Email: [fogyasztovedelem@baranya.gov.hu](mailto:fogyasztovedelem@baranya.gov.hu)

Phone number: 06 72 795 398

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/baranya/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Baranya County

#### **Békés County Government Office, Consumer Protection Department**

Address: 5600 Békéscsaba, József Attila St. 2-4.

Mailing Address: 5600 Békéscsaba, József Attila St. 2-4.

Email: [fogyved@bekes.gov.hu](mailto:fogyved@bekes.gov.hu)

Phone Number: +36 66 546 150

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/bekes/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Békés County **Borsod-Abaúj-Zemplén County Government Office Consumer Protection Department**

Address: 3527 Miskolc, József Attila u 20.

Email: [fogyasztovedelem@borsod.gov.hu](mailto:fogyasztovedelem@borsod.gov.hu)

Phone number: 06 46 795 779

Website: <https://kormanyhivatalok.hu/government-offices/borsod-abauj-zemplen/county/organization/transportation-technical-licensing-inspection-department>

Jurisdiction: Borsod-Abaúj-Zemplén County

#### **Csongrád-Csanád County Government Office, Consumer Protection Department**

Address: 6722 Szeged, Rákóczi Square 1.

Mailing address: 6722 Szeged, Rákóczi Square 1.

Email: [fogyasztovedelem@csongrad.gov.hu](mailto:fogyasztovedelem@csongrad.gov.hu)

Phone number: 06 62 680 532

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/csongrad-csanad/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Csongrád-Csanád County **Fejér County Government Office, Consumer Protection Department**

Address: 8000 Székesfehérvár, Honvéd Street 8.

Email: [fogyved@fejer.gov.hu](mailto:fogyved@fejer.gov.hu)

Phone number: +36 22 501 751

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/fejer/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Fejér County

#### **Győr-Moson-Sopron County Government Office, Consumer Protection Department**

Address: 9022 Győr, Türr István Street 7.

Email: [fogyasztovedelem@gyor.gov.hu](mailto:fogyasztovedelem@gyor.gov.hu)

Phone number: +36 96 795 950

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/gyor-moson-sopron/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Győr-Moson-Sopron County **Hajdú-Bihar County Government Office, Consumer Protection Department**

Address: 4025 Debrecen, Széchenyi Street 46.

Mailing address: 4025 Debrecen, Széchenyi Street 46.

Email: [fogyasztovedelem@hajdu.gov.hu](mailto:fogyasztovedelem@hajdu.gov.hu)

Phone number: 06 52 533 924

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/hajdu-bihar/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Hajdú-Bihar County

#### **Heves County Government Office, Consumer Protection Department**

Address: 3300 Eger, Kossuth L. St. 9.

Mailing address: 3301 Eger, P.O. Box 216.

Email: [fogyved@heves.gov.hu](mailto:fogyved@heves.gov.hu)

Phone number: 06 (36) 515-469

Fax: 06 (36) 516-040

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/heves/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Heves County **Jász-Nagykun-Szolnok County Government Office, Consumer Protection Department**

Address: 5000 Szolnok, Indóház u. 8.

Email: [jasz.fogyved@jasz.gov.hu](mailto:jasz.fogyved@jasz.gov.hu)

Phone number: 56/795-165

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/jasz-nagykun-szolnok/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi>

Jurisdiction: Jász-Nagykun-Szolnok County

#### **Komárom-Esztergom County Government Office, Consumer Protection Department**

Address: 2800 Tatabánya, Bárdos László Street 2.

Email: [fogyasztovedelem.meff@komarom.gov.hu](mailto:fogyasztovedelem.meff@komarom.gov.hu)

Phone number: (34) 309-303

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/komarom-esztergom/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es>

Jurisdiction: Komárom-Esztergom County **Nógrád County Government Office, Consumer Protection Department**

Address: 3100 Salgótarján, Karacs út 54.

Email: [fogyved@nograd.gov.hu](mailto:fogyved@nograd.gov.hu)

Phone number: 06 32 511 116

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/nograd/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Nógrád County

#### **Somogy County Government Office, Consumer Protection Department**

Address: 7400 Kaposvár, Vásártéri út 2.

Email: [fogyasztovedelem@somogy.gov.hu](mailto:fogyasztovedelem@somogy.gov.hu)

Phone number: 06 82 510 868

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/somogy/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Somogy County **Szabolcs-Szatmár-Bereg County Government Office, Consumer Protection Department**

Address: 4400 Nyíregyháza, Hatzel tér 10.

Mailing address: 4401 Nyíregyháza, P.O. Box 77.

Email: [fogyasztovedelem@szabolcs.gov.hu](mailto:fogyasztovedelem@szabolcs.gov.hu)

Phone number: 06 42 500 694

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/szabolcs-szatmar-bereg/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es>

Jurisdiction: Szabolcs-Szatmár-Bereg County

#### **Tolna County Government Office, Consumer Protection Department**

Address: 7100 Szekszárd, Kiskorzó tér 3.

Email: [fogyasztovedelem@tolna.gov.hu](mailto:fogyasztovedelem@tolna.gov.hu)

Phone number: (74) 795-385

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/tolna/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Tolna County **Vas County Government Office, Consumer Protection Department**

Address: 9700 Szombathely, Wesselényi u. 7.

Mailing Address: 9702 Szombathely, P.O. Box 24.

Email: [fogyasztovedelem@vas.gov.hu](mailto:fogyasztovedelem@vas.gov.hu)

Phone Number: +36/70-705-1435

Website: <https://kormanyhivatalok.hu/government-offices/vas/county/organization/transportation-technical-licensing-measurement-and-inspection->

Jurisdiction: Vas County

#### **Veszprém County Government Office Consumer Protection Department**

Address: 8200 Veszprém, Kistó utca 1.

Mailing address: 8200 Veszprém, Kistó utca 1.

Email: [fogyasztovedelem@veszprem.gov.hu](mailto:fogyasztovedelem@veszprem.gov.hu)

Phone number: +36 88 550 510

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/veszprem/megye/szervezet/kozlekedesi-muszaki-licensing-and-consumer-protection>

Jurisdiction: Veszprém County **Zala County Government Office, Consumer Protection Department**

Address: 8900 Zalaegerszeg, Pintér Máté u. 22.

Mailing address: 8900 Zalaegerszeg, Pintér Máté u. 22.

Email: [fogyasztovedelem.zala@zala.gov.hu](mailto:fogyasztovedelem.zala@zala.gov.hu)

Phone number: +36 92 510 530

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/zala/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Zala County

### **Court proceedings**

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

### **Conciliation Board proceedings**

If we reject your consumer complaint, you are entitled to turn to the Conciliation Board with jurisdiction over your place of residence, place of stay, or registered office, or to the Conciliation Board specified by you in the request. A prerequisite for initiating proceedings before the Conciliation Board is that the consumer first attempts to resolve the dispute directly with the business in question.

The Conciliation Board—unless if the consumer requests a personal hearing—conducts the hearing online via electronic means that simultaneously provide audio and video transmission without the need for physical presence (hereinafter: online hearing).

The business is subject to a duty to cooperate in the conciliation body proceedings; within this framework, we are required to submit our response to the conciliation body within the specified deadline upon its request. Regarding the online resolution of consumer disputes, as well as Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 amending Regulation (EC) No. 2006/2004 and Directive 2009/22 /EC, the company is required to ensure the participation of a person

authorized to reach a settlement at the hearing. During the online hearing, the company's representative authorized to reach a settlement is required to participate online. If the consumer requests an in-person hearing, the business's representative authorized to reach a settlement must at least participate in the hearing online.

The Seller has not submitted a general declaration of submission to any conciliation board.

More information about the Conciliation Boards is available here: <https://www.bekeltetes.hu>

### **Contact information for the respective regionally competent Conciliation Boards:**

#### **Budapest Conciliation Board**

Headquarters: Budapest

Jurisdiction: Budapest Contact Information:

Address: 1016 Budapest, Krisztina krt. 99, 1st floor, apt. 111

Mailing Address: 1253 Budapest, P.O. Box 10

Phone Number: 06-1-488-2131

Email: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Website: [bekeltet.bkik.hu](http://bekeltet.bkik.hu) **Baranya County Conciliation Board**

Headquarters: Pécs

Jurisdiction: Baranya County, Somogy County, Tolna County Contact information:

Address: 7625 Pécs, Majorossy I. St. 36.

Phone number: 06-72-507-154

Email: [info@baranyabekeltetes.hu](mailto:info@baranyabekeltetes.hu)

Website: [baranyabekeltetes.hu](http://baranyabekeltetes.hu)

#### **Borsod-Abaúj-Zemplén County Conciliation Board**

Headquarters: Miskolc

Jurisdiction: Borsod-Abaúj-Zemplén County, Heves County, Nógrád County Contact Information:

Address: 3525 Miskolc, Szentpáli u. 1.

Phone number: 06-46-501-091

Email: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

Website: [bekeltetes.borsodmegye.hu](http://bekeltetes.borsodmegye.hu) **Csongrád-Csanád County Conciliation Board**

Headquarters: Szeged

Jurisdiction: Békés County, Bács-Kiskun County, Csongrád-Csanád County Contact Information:

Address: 6721 Szeged, Párizsi krt. 8-12.

Phone number: 06-62/549-392

Email: [bekelteto.testulet@cskik.hu](mailto:bekelteto.testulet@cskik.hu)

Website: [bekeltetes-csongrad.hu](http://bekeltetes-csongrad.hu)

#### **Fejér County Conciliation Board**

Headquarters: Székesfehérvár

Jurisdiction: Fejér County, Komárom-Esztergom County, Veszprém County Contact Information:

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.

Phone number: 06-22-510-310

Email: [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu)

Website: [www.bekeltetesfejrer.hu](http://www.bekeltetesfejrer.hu) **Győr-Moson-Sopron County Conciliation Board**

Headquarters: Győr

Jurisdiction: Győr-Moson-Sopron County, Vas County, Zala County Contact Information:

Address: 9022 Győr, Szent István út 10/a.

Phone: 06-96-520-217

Email: [bekelteto.testulet@gymkik.hu](mailto:bekelteto.testulet@gymkik.hu)

Website: [bekeltetesgyor.hu](http://bekeltetesgyor.hu)

#### **Hajdú-Bihar County Conciliation Board**

Headquarters: Debrecen

Jurisdiction: Jász-Nagykun-Szolnok County, Hajdú-Bihar County, Szabolcs-Szatmár-Bereg County Contact information:

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Phone: 06-52-500-710, +36 52 500 745

Email: [bekelteto@hbikik.hu](mailto:bekelteto@hbikik.hu)

Website: [hmbekeltetes.hu](http://hmbekeltetes.hu) **Pest County Conciliation Board**

Headquarters: Budapest

Jurisdiction: Pest County Contact Information:

Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.

Phone: 06-1-792-7881

Email: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

Website: [panaszrendezes.hu](http://panaszrendezes.hu)

### **Conciliation Board proceedings for persons not classified as consumers**

Pursuant to the Consumer Protection Act, the following are classified as consumers in the context of Conciliation Board proceedings:

- a civil organization, ecclesiastical legal entity, condominium, or housing cooperative acting for purposes outside the scope of its independent occupation and economic activities, as defined by a separate law, which purchases, orders, receives, uses, or utilizes goods, or is the recipient of commercial communications or offers related to goods; and
- a micro, small, or medium-sized enterprise (hereinafter collectively: SME) that uses public services or, within the framework of retail activities under the Trade Act, purchases, uses, or consumes a product, or is the recipient of commercial communications or offers related to the product;
- on action against unjustified geo-blocking and other forms of discrimination based on the buyer's nationality, place of residence, or place of establishment within the internal market, as well as on the implementation of Regulation (EC) No. 2006/2004 and Regulation (EU) 2017/2394, as well as Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 amending Directive 2009/22/EC [hereinafter: Regulation (EU) 2018/302] for the purposes of Regulation (EU) 2018/302.

The Conciliation Board is authorized to verify and examine the existence of consumer status. The rules set forth under the Conciliation Board shall govern the proceedings.

### **Copyright**

Pursuant to Section 1(1) of Act LXXVI of 1999 on Copyright (hereinafter: the Copyright Act), the website qualifies as a copyrighted work, and thus all parts thereof are protected by copyright. Pursuant to Section 16 (1) of the Copyright Act, the unauthorized use of the graphic and software solutions, computer programs, or any application that modifies the website or any part thereof. Any material taken from the website and its database may only be reproduced, even with the written consent of the copyright holder, by referencing the website and citing the source. The copyright holder: GÁZ- ÉS FŰTÉSTECHNIKA Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság

### **Consumer-Friendly Reviews**

We hereby inform Buyers that the Seller uses the Consumer-Friendly review system on its Website. The review system does not allow for the evaluation of individual Products, but rather the Seller (the online store). The following technical measures in the review system ensure that only actual customers can submit reviews:

1. the system operates independently of the online store using it, such that the review widget opens after the purchase, and the submitted reviews are stored by Fogyasztó Barát (JUTASA Kft.) in its own system.
2. Reviews can also only be submitted by the actual buyer via an email sent to the email address provided to Fogyasztó Barát after the purchase.

The online store using the review system has no technical means to delete either the reviews or the comments.

Consequently, the system contains only reviews and opinions from actual buyers, and the system does not distinguish between positive and negative opinions; it displays them equally.

### **Partial invalidity, code of conduct**

If any provision of the GTC is legally deficient or invalid, the remaining provisions of the contract remain in effect, and the provisions of the relevant legislation shall apply in place of the invalid or defective part.

The Seller does not have a code of conduct pursuant to the Act on the Prohibition of Unfair Commercial Practices against Consumers.

### **Information on the Essential Characteristics of the Goods**

On the website, we provide information on the essential characteristics of the Goods available for purchase in the descriptions accompanying each Good.

### **Correction of Data Entry Errors - Responsibility for the Accuracy of Provided Data**

During the ordering process, you have the opportunity to modify the data you have entered at any time before finalizing the order (clicking the back button in your browser opens the previous page, so you can correct the entered data even if you have already moved to the next page). Please note that it is your responsibility to ensure that the data you provide is entered accurately, as the Goods will be invoiced and shipped based on the data you provide. Please note that an incorrectly entered email address or a full mailbox may result in the failure to deliver the confirmation and may prevent the contract from being concluded. If the Buyer has finalized their order and discovers an error in the entered data, they must initiate a modification of their order as soon as possible. The Buyer may notify the Seller of the need to amend an incorrect order by sending an email from the email address provided at the time of ordering or by telephone.

### **Use of the Website**

Purchases do not require registration.

The website provides Users with product information and the option to place orders online. Users can browse the website using the menu items. Products are organized into categories. The "Special Offers" category contains all products currently on sale in the store. For each product, shows the promotion's start and end dates, or the start date and a "while supplies last" note.

Under the "More for Less" menu item, you'll find products for which the store offers a volume discount when ordering multiple units.

The "New Arrivals" menu item features products newly. Clicking on a category name displays a list of the products it contains. If all products in a given category do not fit on a single page, you can navigate using the numbers above and below the products. From the product list, you can access the detailed product page by clicking on the product name; here you can find detailed information about the product's features and price.

You can search for products on the website using keywords. Product results matching the search criteria are displayed in a list format, similar to the categories.

You can add the selected product to your cart using the "Add to Cart" button; the required quantity can be set next to the button. You can review the contents of your cart via the "Cart" menu item. Here, they can modify the quantity of the product added to the cart or delete the item. The "Empty Cart" button allows the cart to be completely emptied.

The User can continue the purchasing process by clicking the "Order" button. In the second step, they can choose to log in, register, or proceed with a purchase. In the case of registration or purchasing without registration, the User must provide the following information: email address, name, phone number, billing address, and, if different, the shipping address. To register, a password must also be provided in addition to the above information. The User will be notified of successful registration via email and on the

website. The User may request the Service Provider to delete their registration via email; in this case, they must re-register to make a new purchase.

The User is responsible for keeping their login credentials confidential. The User is responsible for updating their information and is obligated to notify the Service Provider if they become aware that a third party has misused their data. If the User forgets their password, a new password can be requested on the website to be sent to the registered email address. If the User has previously registered on the website, the ordering process can be continued by entering their email address and password.

As the next step in the order process, the User must select the payment and shipping method that suits them. The User can review all previously entered information, as well as the products they wish to order and their quantities, on a summary page. In case of data entry errors, the User can correct the entered information using the pencil icon.

If everything is correct, the User can finalize their order by clicking the "Submit Order" to finalize the order. You will receive confirmation of this on the website and via email. If you notice any incorrect information after the order has been placed (e.g., in the confirmation email), you must notify the Service Provider immediately, but no later than 24 hours. Regardless of whether an order has been placed, the User can log in via the Customer Login window or the Login menu item. After logging in, a "Edit Data" menu item will appear, where you can modify the information provided during registration, as well as track the details and status of your submitted order.

### **Finalizing the Order (Submitting the Order)**

If you are satisfied that the contents of your cart match the Products you wish to order and that your information is correct, you can finalize your order by clicking the "ORDER" button to complete your order. The information provided on the website does not constitute an offer by the Seller to enter into a contract. For orders subject to these GTC, you are considered the offeror.

By clicking the "ORDER" button, you expressly acknowledge that your offer is deemed to have been made, and your declaration—subject to the Seller's confirmation in accordance with these GTC—entails a payment obligation. The Seller is obligated to immediately confirm receipt of your order to you electronically. If this confirmation does not reach you within a reasonable timeframe depending on the nature of the service, but no later than 48 hours after you submit your order, you are released from any

or contractual obligation.

### **Order Processing, Conclusion of the Contract**

Order processing takes place in two stages. You may place an order at any time. You will first receive an automatic confirmation, which merely records the fact that your order has been received via the website; however, this confirmation does not constitute acceptance of your offer. If you notice that the automatic confirmation email contains incorrect information about you (e.g., name, shipping address, phone number, etc.), you are required to notify us of this fact—along with the correct information—immediately via email. If you do not receive the automatic confirmation email within 24 hours of placing your order, please contact us, as it is possible that your order did not reach our system due to technical issues.

The Seller will confirm your offer via a second email after you submit it. The contract is formed when the confirmation email sent by the Seller becomes available to you in your email inbox (second confirmation, acceptance of the offer).

### **Procedure for Unclaimed Packages**

If the Buyer fails to accept the ordered Goods that have been handed over for delivery and does not notify the Seller of their intention to withdraw from the contract within 14 days without providing a reason as permitted by law, they breach the contract concluded with the Seller, under which they are obligated to accept the Goods and thereby accept the Seller's performance. In this case, the Seller will attempt to redeliver the Goods, provided this can be coordinated with the Buyer, but may require payment of a delivery fee for the redelivery. If the redelivery is unsuccessful or cannot be coordinated with the Buyer, because the Buyer refuses to cooperate, the Seller is entitled to terminate the contract with the Buyer with immediate effect due to breach of contract and to claim the costs of the unsuccessful delivery and return as a penalty from the Buyer. The Parties agree to use the email address provided by the Buyer at the time of the order as the form of communication and agree that the date of notification of termination shall be the date on which the termination letter becomes available in the Customer's email account.

### **Payment Methods**

Bank Transfer

You may also pay for the products via bank transfer.

Be sure to include your order ID in the comments field.

Account number: 10103386-32176100-01003004

Cash on Delivery

If you wish to pay for the order upon receipt of the package, select the "Cash on Delivery" payment method.

Cash payment

You have the option to pay the product price and shipping fee in cash upon receipt of the product.

Simple credit card payment (OTP Group)

The SimplePay Online Payment System is developed and operated by SimplePay Zrt. SimplePay Zrt. is a member of the OTP Group.

Customers using this service can choose the simple and secure SimplePay payment solution for online purchases. In this case, they can complete their payment on the SimplePay interface in the usual manner.

The payment process is identical to the payment procedure offered by banks through similar services. With the user's—and thus the cardholder's—security in mind, SimplePay continuously monitors transactions and helps prevent unexpected incidents.

WHAT ARE THE STEPS OF THE TRANSACTION?

1. Clicking the "Pay " button, you will be redirected to the SimplePay payment page, where you can initiate the transaction by entering your credit card details.
2. After entering your card details, please verify that the information is correct.
3. The transaction will begin processing in the bank's payment systems.
4. You will receive an email notification regarding the payment result, and the SimplePay system will redirect you back to the online store's page.

PayPal

PayPal is available to shoppers in over 200 countries as a simple and secure payment method.

PayPal offers numerous benefits that make shopping easier and faster, while keeping your financial information secure:

- One email, one password. That's all you need to pay or send money through the PayPal system. And your credit card can stay in your wallet.
- You don't need to add funds to your PayPal account to make a payment. All you need to do is link your credit card to your PayPal account—and you only need to do this once, at the beginning.
- PayPal is a globally recognized payment method and a guarantee of secure transactions, allowing you to pay for products online in 26 different currencies.
- Sign up for PayPal and make payments more easily in our online store!

Cofidis store credit

### **Delivery methods, delivery fees**

In-person pickup

Our customers have the option to pick up their orders in person at a pre-arranged time.

There is no charge to you.

DPD courier service

The product is delivered by the DPD courier service.

Prices apply to domestic shipments.

For more information: [https://www.dpd.com/hu\\_privatugyfelek](https://www.dpd.com/hu_privatugyfelek)

Minimum Maximum Shipping fee

0 kg

3 kg

1600 Ft

3 kg

5 kg

1800 Ft

5 kg

10 kg

1900 Ft

10 kg

15 kg

2000 Ft

15 kg

20 kg

2200 Ft

20 kg

25 kg

2550 Ft

25 kg

40 kg

4700 Ft

### **Our own courier service**

Home delivery is free for purchases of appliances over 150,000 HUF.

ATTENTION! We deliver to the doorstep only, not inside the house!

You will not be charged any fees.

### **Delivery deadline**

In the case of a Buyer who qualifies as a consumer, unless the Parties agree otherwise, the Seller is obligated to make the Goods available to the Buyer without delay, but no later than within thirty days, make the Goods available to the Buyer.

Based on the above, the general delivery deadline for the order is a maximum of 30 days from the confirmation of the order. The Seller provides information regarding any delivery deadlines that may differ from this (but are not longer than 30 days) delivery deadline, the Seller shall provide information for each method of delivery.

In the event of a delay by the Seller, the Buyer is entitled to take action against the Seller in accordance with Act V of 2013 on the Civil Code.

### **Reservation of Rights, Retention of Title**

If you have previously ordered Goods but you did not accept them upon delivery (excluding cases where you exercised your right of withdrawal), or the Goods were returned to the Seller marked as undeliverable, the Seller makes fulfillment of the order contingent upon advance payment of the purchase price and shipping costs.

The Seller may withhold delivery of the Goods until it is satisfied that payment for the Goods has been successfully made using the electronic payment solution (including cases where, for Goods paid for by bank transfer, the Buyer transfers the purchase price in the currency of their Member State and, due to exchange rates and bank fees, the Seller does not receive the full amount of the purchase price and shipping fee). If the price of the Goods has not been paid in full, the Seller may request the Buyer to make up the difference in the purchase price.

### **Sales to Foreign Countries - Prohibition of Geoblocking**

The Seller does not distinguish between customers using the Website within Hungary and those outside Hungary but within the European Union; that is, the Seller does not restrict customers' access to the Website based on their nationality, place of residence, or place of establishment. Unless otherwise provided in these GTC, the Seller ensures the delivery/receipt of the ordered Goods within the territory of Hungary.

The language of communication and purchase is primarily Hungarian; the Seller is not obligated to communicate with the customer in the language of the customer's Member State.

The Seller is not obligated to comply with non-contractual requirements specified in the national law of the Buyer's Member State regarding the relevant Goods, such as labeling or sector-specific requirements, or to inform the buyer of these requirements.

Unless otherwise specified by the Seller, Hungarian VAT applies to all Goods.

For the purpose of delivering the Goods, the Seller provides the delivery options available to Hungarian buyers to non-Hungarian buyers as well.

If, pursuant to the GTC, the buyer may request delivery of the Goods to the territory of Hungary or to the territory of any other European Union member state, a non-Hungarian buyer may also request this using any of the delivery methods specified in the GTC.

If, pursuant to the GTC, the buyer may choose to pick up the Goods in person from the Seller, a non-Hungarian customer may also exercise this option.

In all other cases, the customer may request to arrange for the delivery of the Goods abroad at their own expense. Hungarian customers do not have this right.

The Seller will fulfill the order after the delivery fee has been paid, if the customer fails to pay the shipping fee to the Seller or does not arrange their own shipping by the pre-agreed date, the Seller will terminate the contract and refund the prepaid purchase price to the customer.

### Consumer Information

#### **Information on the consumer's right of withdrawal**

According to Section 8:1(1)(3) of the Civil Code, a consumer is defined as a natural person acting outside the scope of their profession, independent occupation, or business activity; thus, **legal entities may not exercise the right of withdrawal without cause!**

Pursuant to Section 20 of Government Decree No. 45/2014 (II. 26.), the consumer is entitled to the right of withdrawal without cause. The consumer may exercise their right of withdrawal

**a)** In the case of a contract for the sale of goods

**aa)** the Goods,

**ab)** in the case of the sale of multiple Goods, if the delivery of the individual Goods takes place at different times, the last Goods delivered,

**ac)** in the case of goods consisting of multiple items or pieces, the last item or piece delivered,

**ad)** if the goods are to be delivered regularly within a specified period, the first delivery,

the consumer or a third party designated by the consumer, other than the carrier, may exercise this right within a period of **14 calendar days** from the date of receipt.

The provisions of this section do not affect the consumer's right to exercise the right of withdrawal specified in this section during the period between the date of conclusion of the contract and the date of receipt of the Goods.

If the consumer made an offer to conclude the contract, the consumer is entitled to the right to withdraw the offer prior to the conclusion of the contract, which

terminates the binding nature of the offer extending to the conclusion of the contract.

If the Seller has not informed the consumer of the deadline and other conditions for exercising the right of withdrawal (in particular those set forth in Section 22 of the Government Decree), as well as the model statement in Annex 2, the withdrawal period specified above is extended by 12 months. If the Seller provided the consumer with information regarding the exercise of the right of withdrawal within 12 months following the expiration of the withdrawal period, the period available for withdrawal or termination expires on the 14th day following the provision of such information.

Government Decree 45/2014 (II.26.) on the detailed rules governing contracts between consumers and businesses is [available here](#).

#### **Declaration of withdrawal, exercise of the consumer's right of withdrawal or termination**

The consumer may exercise the right granted under Section 20 of Government Decree No. 45/2014 (II. 26.) by means of an unambiguous statement to that effect or by using the sample statement available for download from the website.

#### **Validity of the consumer's notice of withdrawal**

The right of withdrawal shall be deemed to have been exercised within the time limit if the consumer sends their statement within the time limit.

In the case of withdrawal or termination in writing, it is sufficient to send the statement of withdrawal or termination within the time limit.

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

The Seller is required to confirm receipt of the consumer's notice of withdrawal via electronic means upon its receipt.

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

### **The Seller's obligation to refund**

If the consumer withdraws from the contract in accordance with Section 22 of Government Decree 45/2014. (II. 26.) , the Seller shall refund the full amount paid by the consumer as consideration, including costs incurred in connection with performance, such as the shipping fee, within fourteen days of becoming aware of the withdrawal. We draw that this provision does not apply to additional costs incurred by choosing a method of delivery other than the least expensive standard method of delivery.

### **Method of the Seller's Refund Obligation**

In the event of withdrawal or termination pursuant to Section 22 of Government Decree No. 45/2014 (II. 26.), the Seller shall refund the amount due to the consumer using the same payment method used by the consumer. With the consumer's express consent, the Seller may use a different payment method for the refund, but the consumer shall not be charged any additional fees as a result. The Seller shall not be liable for any delay resulting from an incorrect and/or inaccurate bank account number or mailing address provided by the consumer.

### **Additional Costs**

If the consumer expressly chooses a method of delivery other than the least expensive standard method, the Seller is not obligated to reimburse the resulting additional costs. In such cases, our obligation to reimburse is limited to the amount of the standard shipping fees indicated.

### **Right of Retention**

The Seller may withhold the amount due to the consumer until the consumer has returned the Goods or has provided conclusive proof of their return; whichever occurs first shall apply. We are unable to accept shipments sent cash on delivery or with postage due.

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

### **Return of the Goods**

If the consumer withdraws from the contract in accordance with Section 22 of Government Decree 45/2014 (II. 26.), they are obligated to return the Goods immediately, but no later than fourteen days from the date of notification of withdrawal, or hand it over to the Seller or to a person authorized by the Seller to receive the Goods. The return is considered to have been made within the deadline if the consumer sends the Goods before the deadline expires.

### **Bearing the Direct Costs of Returning the Goods**

The consumer bears the direct cost of returning the Goods. The Goods must be returned to the Seller's address. If the Seller also sells the Goods at a physical store, and the consumer exercises their right of withdrawal in person at the business's premises, they are entitled to return the Goods to the business at the same time. If the consumer , they are obligated to pay the business a fee proportional to the services performed up to the time the notice of termination was communicated to the business , they are obligated to pay the business a fee proportional to the services performed up to the date of notification of the termination to the business. The amount to be paid proportionally by the consumer shall be determined based on the total amount of the consideration specified in the contract, plus tax. If the consumer proves that the total amount determined in this manner is excessively high , the proportional amount shall be calculated based on the market value of the services performed up to the date of termination of the contract. Please note that we are unable to accept Goods returned cash on delivery or with postage due.

### **Consumer's Liability for Depreciation**

The consumer is liable for any depreciation resulting from use exceeding that necessary to establish the nature, characteristics, and functioning of the Goods.

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

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

1. after the service has been fully performed; however, if the contract gives rise to a payment obligation for the consumer, this exception may only be invoked if performance began with the consumer's express prior consent and acknowledgment that they would lose their right of withdrawal as soon as the business had fully performed the contract;
2. with respect to Goods or services whose price or fee is subject to fluctuations in the financial market over which the business has no , the right of withdrawal may be exercised even during the specified withdrawal period;
3. in the case of Goods not manufactured in advance, which were produced based on the consumer's instructions or at their express request, or in the case of Goods that were clearly tailored to the consumer's person;
4. in the case of perishable Goods or Goods that retain their quality for only a short period of time;
5. in the case of Goods in sealed packaging that cannot be returned after opening following delivery for health or hygiene reasons (Please note that in the case of Goods in sealed packaging that cannot be returned after opening for health or hygiene reasons, any use necessary to determine the nature, characteristics, and functioning of the Goods will result in the loss of the right of withdrawal.);
6. in the case of Goods which, by their nature, become inseparably mixed with other Goods after delivery;
7. with respect to alcoholic beverages whose actual value depends on market fluctuations in a manner beyond the control of the business, and whose price was agreed upon by the parties at the time of concluding the sales contract, but the performance of the contract takes place only after the thirtieth day following the conclusion of the contract;
8. in the case of a service contract where the business visits the consumer at the consumer's express request to perform urgent repair or maintenance work;
9. the sale of sealed audio or video recordings and copies of computer software, if the consumer has opened the packaging after delivery;
10. newspapers, magazines, and periodicals, with the exception of subscription contracts;
11. contracts concluded at public auctions;
12. contracts for the provision of accommodation (excluding residential services), transportation, car rental, catering, or services related to leisure activities, if a performance deadline or deadline specified in the contract has been set;
13. with respect to digital content supplied on a non-tangible medium, if the Seller has commenced performance with the consumer's express prior consent, and the consumer, at the time of giving such consent, acknowledged that they would lose their right of withdrawal once performance had begun, and the business sent a confirmation to the consumer.

## **Information on product warranty, warranty of fitness for purpose, and warranty regarding the conformity of goods in consumer contracts**

This section of the Consumer Information was prepared pursuant to the authorization in Section 11(5) of Government Decree 45/2014 (II.26.) and in accordance with Annex 3

The Consumer Information applies exclusively to Buyers who qualify as consumers; rules applicable to buyers who do not qualify as consumers are set forth in a separate chapter.

### **Requirements for contractual performance in the case of consumer contracts**

Requirements for contractual performance generally apply to goods sold under a consumer contract

The Goods and the performance must comply with the requirements set forth in Government Decree No. 373/2021 (VI.30).

For performance to be considered in accordance with the contract, the Goods that are the subject of the contract

- must comply with the description, quantity, quality, and type specified in the contract, and must possess the functionality, compatibility, interoperability, and other characteristics specified in the contract
- be suitable for any purpose specified by the consumer, which the consumer brought to the Seller's attention no later than at the time of concluding the contract and which the Seller accepted
- must include all accessories and user manuals specified in the contract—including instructions for commissioning, installation instructions, and customer support—and
- must provide the updates specified in the contract.

Furthermore, for performance to be deemed in accordance with the contract, the Goods that are the subject of the contract

- must be suitable for the purposes for which Goods of the same type are intended by law, technical standards, or, in the absence of technical standards, by the applicable code of conduct
- it must possess the quantity, quality, performance, and other characteristics that the Consumer may reasonably expect—in particular regarding functionality, compatibility, accessibility, continuity, and safety—which are customary for Goods of the same type, taking into account any public statements made by the Seller, its representative, or any other person in the supply chain regarding the specific characteristics of the Goods—particularly in advertisements or on labels
- must be accompanied by accessories and instructions that a consumer could reasonably expect—including packaging and instructions for installation—and
- must correspond to the characteristics and description of the Goods presented by the business as a sample, model, or made available as a trial version prior to the conclusion of the contract.

The Goods need not comply with the above public statement if the Seller proves that

- the Seller was not aware of the public statement and was not required to be aware of it
- the public statement had already been appropriately corrected by the time the contract was concluded, or
- the public statement could not have influenced the consumer's decision to enter into the contract.

Specific requirements for conformity of performance in the case of goods containing digital elements

In the case of goods containing digital elements, the Seller must ensure that the consumer is notified of any updates to the digital content of the goods or the related digital service—including security updates—that are necessary to maintain the goods' conformity with the contract, and must ensure that the consumer actually receives them.

The Seller must make the update available, if the sales contract

- provides for a one-time supply of digital content or a digital service, then based on the type and purpose of the goods and digital elements, as well as the specific circumstances and nature of the contract, as reasonably expected by the consumer; or
- provides for the continuous supply of digital content over a specified period, then in the case of continuous provision for a period not exceeding two years, the Seller must ensure this for a period of two years from the delivery of the goods.

If the consumer fails to install the updates made available within a reasonable time, the Seller shall not be liable for any defect in the goods if it results solely from the failure to apply the relevant update, provided that

1. the Seller has informed the consumer of the availability of the update and the consequences of the consumer's failure to install it; and
2. the consumer's failure to install the update or the consumer's incorrect installation of the update is not attributable to a deficiency in the installation instructions provided by the Seller.

A defect in performance cannot be established if, at the time of concluding the contract, the consumer was specifically informed that a specific characteristic of the goods differs from those described herein, and the consumer specifically and expressly accepted this difference at the time of concluding the sales contract.

Requirements for contractual performance in the case of the sale of digital content under a consumer contract

The Seller shall supply or provide the digital content to the consumer. Unless otherwise agreed by the parties, the Seller shall supply the digital content to the consumer without undue delay following the conclusion of the contract, in the latest version available at the time of conclusion of the contract.

The service is deemed to have been performed if the digital content or - any solution necessary for accessing it or suitable for downloading it—has been delivered to the consumer or to a physical or virtual device selected by the consumer for this purpose.

The Seller must ensure that the consumer is notified of updates to the digital content—including security updates—that are necessary to maintain the conformity of the digital content or digital service with the contract, and that the consumer receives them.

If, under the contract, the digital content is supplied continuously over a specified period, the conformity of the digital content must be ensured throughout the entire duration of the contract.

If the consumer fails to install the updates provided by the Seller within a reasonable time, the Seller shall not be liable for any defect in the service if arises solely from the failure to apply the relevant update, provided that

- the Seller has informed the consumer of the availability of the update and the consequences of the consumer's failure to install it; and
- the consumer's failure to install the update or the consumer's incorrect installation of the update is not attributable to any deficiency in the installation instructions provided by the Seller.

Defective performance cannot be established if, at the time of concluding the contract, the consumer was specifically informed that a specific characteristic of the digital content deviates from the requirements set forth herein, and the consumer specifically and expressly accepted this deviation at the time of concluding the contract.

The Seller is in breach of contract if the defect in the digital content service arises from its improper integration into the consumer's digital environment, provided that

- the integration of the digital content was performed by the Seller, or the integration was performed under the Seller's

responsibility; or

- the consumer is required to integrate the digital content, and the improper integration was caused by deficiencies in the integration instructions provided by the Seller.

If the contract provides for the continuous provision of digital content or a digital service over a specified period, the Seller is liable for defects in the digital content provided that the defect occurs or becomes apparent during the period specified in the contract.

If the contract provides for a one-time service or a series of individual service acts, it shall be presumed, unless proven otherwise, that a defect recognized by the consumer within one year from the date of performance already existed at the time of performance. The Seller, however, if the Seller proves that the consumer's digital environment is not compatible with the technical requirements of the digital content or digital service, and the Seller informed the consumer of this in a clear and comprehensible manner prior to the conclusion of the contract.

The consumer is obligated to cooperate with the Seller in order the Seller—using the tools available to it from a technical standpoint and requiring the least intervention on the part of the consumer—can verify that the cause of the defect lies in the consumer's digital environment. If the consumer fails to fulfill this obligation to cooperate, after the Seller has clearly and comprehensibly informed the consumer of this obligation prior to the conclusion of the contract, the consumer bears the burden of proving that

- the defect identified within one year of performance already existed at the time of performance, or
- the service affected by the defect discovered during the contractual period was not in conformity with the contract during the period of contractual performance of the service.

Defective performance of a contract for the sale of goods

The Seller is in breach of contract if the defect in the goods arises from improper installation, provided that

- a) the installation forms part of the sales contract and was performed by the Seller, or was performed under the Seller's responsibility; or
- b) the installation was to be performed by the consumer, and the improper installation is the result of deficiencies in the installation instructions provided by the Seller—or, in the case of goods containing digital elements, by the provider of the digital content or digital service.

If, under the sales contract, the goods are installed by the Seller, or the installation is carried out under the Seller's responsibility, performance shall be deemed completed by the Seller upon completion of the installation.

If, in the case of goods containing digital elements, the sales contract provides for the continuous provision of digital content or digital services over a specified period, the Seller is liable for defects in the goods related to the digital content, provided that the defect occurs within two years from the performance of the goods in the case of continuous services lasting no more than two years; or, in the case of continuous service lasting more than two years, occurs or becomes apparent during the entire duration of the continuous service.

## Warranty of Quality

In what cases can you exercise your right to a warranty of quality?

In the event of defective performance by the Seller, you may assert a warranty claim against the Seller in accordance with the Civil Code, and in the case of a consumer contract, in accordance with the provisions of Government Decree No. 373/2021 (VI.30.).

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

You may, at your discretion, assert the following warranty claims:

You may request repair or replacement, unless fulfilling the claim you have chosen is impossible or would entail disproportionate additional costs for the Seller compared to fulfilling another claim. If you did not request or could not request repair or replacement, then you may request a proportionate reduction in the purchase price or, as a last resort, withdraw from the contract.

You may switch from one warranty right to another, but you bear the cost of the switch, unless it was justified or the Seller gave cause for it.

In the case of a consumer contract, it shall be presumed, unless proven otherwise, that a defect discovered within one year from the date of delivery of the goods or goods containing digital elements already existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or the nature of the defect.

The Seller may refuse to bring the goods into conformity with the contract if repair or replacement is impossible or would entail disproportionate additional costs for the Seller, taking into account all circumstances, including the value of the goods in a defect-free condition and the gravity of the breach of contract.

The consumer is also entitled—in proportion to the severity of the breach of contract—to demand a proportional reduction in the purchase price or to terminate the sales contract if

- the Seller has not performed the repair or replacement, or has performed it but has not fulfilled the following conditions in whole or in part
  - the Seller must ensure the return of the replaced goods at its own expense
  - if the repair or replacement necessitates the removal of goods which, in accordance with the nature and purpose of the goods, - had been put into service before the defect became apparent, then the obligation to repair or replace includes the removal of the non-conforming goods and the putting into service of the goods delivered as a replacement or repaired, or the bearing of the costs of removal and putting into service.
- the Seller refused to bring the goods into conformity with the contract a repeated failure to perform has occurred, despite the Seller's attempt to bring the goods into conformity with the contract
- the defect in performance is so serious that it justifies an immediate price reduction or the immediate termination of the sales contract, or
- the Seller has not undertaken to bring the goods into conformity with the contract, or it is evident from the circumstances that the business will not bring the goods into conformity with the contract within a reasonable time or without causing significant harm to the consumer's interests.

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

The Consumer is entitled to withhold the remaining portion of the purchase price—in proportion to the severity of the breach of contract—in whole or in part until the Seller fulfills its obligations regarding contractual performance and the defective performance.

It is a generally applicable rule that:

- the Seller must ensure the return of the replaced goods at its own expense
- if the repair or replacement requires the removal of goods that, in accordance with the nature and purpose of the goods, — prior to the defect becoming apparent — the obligation to repair or replace includes the removal of the non-conforming goods and the

installation of the goods delivered as a replacement or repaired, or the bearing of the costs of removal and installation.

The reasonable time limit for repairing or replacing the Goods shall be calculated from the date on which the Consumer notified the business of the defect.

The Consumer must make the Goods available to the business for the purpose of repair or replacement.

The refund shall be proportionate if its amount equals the difference between the value the Consumer would have received in the event of contractual performance and the value of the goods actually received by the Consumer.

The Consumer's right to terminate the sales contract under the warranty of quality may be exercised by means of a legal declaration addressed to the Seller expressing the decision to terminate .

If the defective performance affects only a specific part of the goods delivered under the sales contract, and the conditions for exercising the right to terminate the contract exist with respect to those goods, the Consumer may terminate the sales contract only with respect to the defective goods, but may also terminate it any other goods purchased together with them, if the Consumer cannot reasonably be expected to retain only the goods that comply with the contract.

If the Consumer terminates the sales contract in its entirety or with respect to a portion of the goods delivered under the sales contract, then

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

The Seller is required to draw up a report regarding the warranty claim , and must immediately make a copy of it available to the Consumer in a verifiable manner.

If the Seller is unable to state at the time of the claim whether the consumer's warranty claim can be fulfilled, the Seller is obligated to notify the consumer of its position—including, in the event of a rejection, the grounds for the rejection and the possibility of appealing to the conciliation board—within 8 days in a verifiable manner .

The Seller must endeavor to complete the repair or replacement within a maximum of fifteen days. If the repair or replacement takes longer than fifteen days, the Seller is required to inform the consumer of the expected duration of the repair or replacement.

#### **Within what timeframe can you assert your warranty claim?**

You are required to report the defect immediately upon discovery. A defect reported within two months of its discovery shall be deemed to have been reported without delay. However, please note that you may no longer assert your warranty rights after the two-year limitation period from the performance of the contract.

The portion of the repair period during which the Buyer cannot use the Goods for their intended purpose does not count toward the limitation period.

The limitation period for warranty claims regarding the part of the Goods affected by the replacement or repair begins anew. This rule also applies if a new defect arises as a result of the repair.

#### **Against whom can you enforce your warranty claim?**

You may enforce your warranty claim against the Seller.

#### **What other conditions apply to the enforcement of your warranty rights?**

Within one year of performance, there are no conditions for asserting your warranty claim other than notifying the Seller of the defect, provided you can prove that the Goods were supplied by the Seller. However, after one year has elapsed since performance, you are required to prove that the defect you identified already existed at the time of performance.

#### **Special rules for warranty claims in the case of digital content provision**

The consumer is also entitled—in proportion to the severity of the breach of contract—to demand a proportional reduction in the price or to terminate the contract for the provision of digital content if

1. repair or replacement is impossible or would result in disproportionate additional costs for the Seller;
2. if the Seller exercises the warranty right regarding repair or replacement, the Seller fails to bring the performance into conformity with the contract free of charge within a reasonable time from the consumer's notification of the defect—without causing significant inconvenience to the consumer and taking into account the nature and purpose of the digital content or digital service;
3. a repeated failure to perform has occurred, despite the business's attempt to bring the goods into conformity with the contract;
4. the failure to perform is of such a serious nature that it justifies an immediate price reduction or the immediate termination of the contract; or
5. the Seller has not undertaken to bring the service into conformity with the contract, or it is evident from the circumstances that the business will not bring the service into conformity with the contract within a reasonable time or without causing significant harm to the consumer's interests.

When exercising the warranty right for repair or replacement, the Seller is obligated—without causing significant inconvenience to the consumer, and taking into account the nature and purpose of the digital content or digital service—to bring the performance into conformity with the contract free of charge within a reasonable time from the consumer's notification of the defect.

When exercising the right to warranty for repair or replacement, the Seller may choose the method of bringing the digital content into conformity with the contract, depending on the technical characteristics of the digital content.

The provision of consideration is proportionate if its amount corresponds to the difference between the amount due to the consumer in the event of contractual performance and the value of the service actually provided to the consumer.

If the contract provides for a continuous service over a specified period, the proportional reduction of the consideration must apply to the period during which the service was not in conformity with the contract.

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

If the Seller provides digital content or undertakes to do so, and the consumer provides only personal data or undertakes to provide such data to the Seller, the consumer is entitled to terminate the contract even in the event of a minor defect, but may not claim a proportional reduction in the consideration.

The consumer's right to terminate the contract may be exercised by means of a legal declaration addressed to the Seller expressing the decision to terminate.

If the Seller fails to perform, the consumer is obligated to call upon the Seller to perform. If, despite the consumer's demand, the Seller fails to provide or deliver the digital content without delay or within an extended deadline agreed upon by the parties, the consumer may terminate the contract.

The consumer may terminate the contract without first calling upon the Seller to perform if

- the Seller has not undertaken to provide the digital content, or it is evident from the circumstances that the Seller will not provide the digital content; or
- it is evident from the agreement between the parties or the circumstances surrounding the conclusion of the contract that performance by a specific date is essential for the consumer, and the Seller fails to do so.

In the event of termination of the contract, the Seller is obligated to refund the full amount paid by the consumer as consideration.

However, if performance was in accordance with the contract for a specified period prior to termination, the consideration due for that period need not be refunded. In the latter case, the portion of the consideration corresponding to the period of non-contractual performance must be refunded, as well as the consideration prepaid by the consumer that would have been due for the remaining term of the contract had the contract not been terminated.

If the consumer is entitled to a pro-rata reduction in the consideration or to termination of the contract, the Seller shall fulfill its refund obligation without delay, but no later than fourteen days from the date it becomes aware of the exercise of this right.

The business shall refund the amount due to the consumer using the same payment method used by the consumer. With the consumer's express consent, the Seller may use a different payment method for the refund, but the consumer shall not be charged any additional fees as a result.

The costs associated with the refund shall be borne by the Seller.

In the event of termination of the contract, the Seller may prevent the consumer from continuing to use the digital content, specifically by making the digital content or digital service inaccessible to the consumer or by deactivating the consumer's user account.

Upon termination of the contract, the consumer must refrain from using the digital content and from making it available to third parties.

If the digital content was provided on a physical medium, the consumer is obligated, upon the Seller's request communicated within fourteen days of becoming aware of the termination, to return the physical data carrier without delay at the Seller's expense.

The consumer is obligated to pay a fee proportional to the service provided in accordance with the contract .

## **Product Warranty**

### **In what cases can you exercise your right under the warranty of quality?**

In the event of a defect in a movable item (Goods), you may—at your discretion—assert a claim for warranty of fitness for purpose or a claim under the warranty of quality in accordance with the provisions of the Civil Code.

### **What rights are you entitled to based on your claim under the warranty of quality?**

As a product warranty claim, you may request the repair or replacement of the defective Goods.

### **Under what circumstances are the Goods considered defective?**

The Goods are defective if they do not meet the quality requirements in effect at the time of their release to the market, or if they do not possess the characteristics specified in the manufacturer's description.

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

You may assert your product warranty claim within two years from the date the product was placed on the market by the manufacturer. After this period has expired, you lose this right.

### **Against whom can you assert your product warranty claim?**

You may assert your product warranty rights against the manufacturer or distributor (hereinafter collectively referred to as the "manufacturer").

### **What rules of evidence apply when asserting a product warranty claim?**

When asserting a product warranty claim, you must prove that the product defect existed at the time the manufacturer placed the product on the market.

### **Under what circumstances is the manufacturer exempt from its product warranty obligation?**

The manufacturer is exempt from its product warranty obligation if it can prove that:

- the Goods were not manufactured or placed on the market in the course of its business activities, or
- the defect was not recognizable at the time of placing the product on the market according to the state of science and technology, or
- the defect in the product results from the application of a law or mandatory official regulation.

The manufacturer need only prove one of these grounds to be exempt.

Please note that you may assert a warranty claim against the business and a product liability claim against the manufacturer simultaneously and in parallel for the same defect. If your product liability claim is successfully enforced, you may thereafter assert your warranty claim regarding the replaced product or the part of the product subject to repair only against the manufacturer.

## **Warranty**

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

Pursuant to Government Decree No. 151/2003 (IX. 22.) , the Seller is obligated to provide a warranty for the new durable consumer goods listed in Annex 1 of Decree 10/2024 (June 28) of the Ministry of Industry and Trade on the definition of the scope of durable consumer goods subject to mandatory warranty (e.g., technical goods, tools, machinery), as well as their accessories and components within the scope defined therein (hereinafter collectively referred to as "consumer goods" in this section).

The list of consumer goods subject to mandatory warranty can be found here: [Decree No. 10/2024 \(VI. 28.\) \) IM Decree.](#)

Rights arising from the warranty may be enforced with a warranty card or, as detailed in this section, with a receipt proving payment of the purchase price. The Seller is not obligated to issue a warranty card or hand it over to the consumer if the sales price of the consumer product does not exceed 100 ,000 forints; in such cases, rights arising from the warranty may be enforced with a receipt proving payment of the purchase price.

The improper issuance of a warranty card or failure to provide a warranty card does not affect the validity of the warranty.

In the event that the warranty certificate is not provided to the consumer, the conclusion of the contract shall be deemed proven if the consumer presents a document evidencing payment of the purchase price—an invoice or receipt issued in accordance with the Act on Value Added Tax – is presented by the consumer. In this case, the rights arising from the warranty may be enforced with the document proving payment of the purchase price.

The return of the opened packaging of the consumer product is not a condition for the fulfillment of the warranty claim.

### **What rights do you have and within what time frame in the case of a mandatory warranty? Warranty rights**

Under their warranty rights, the Buyer may request repair or replacement; in cases provided for by law, they may request a price reduction; or, as a last resort, they may withdraw from the contract if the seller has not undertaken to repair or replace the item within a reasonable timeframe, cannot fulfill this obligation while respecting the beneficiary's interests, or if the beneficiary's interest in the repair or replacement has ceased.

The Buyer may, at their discretion, submit their warranty claim directly at the Seller's registered office, any of its business locations, branches, or at the repair service indicated by the Seller on the warranty certificate .

### **Validity Period**

Warranty claims may be asserted during the warranty period, which, pursuant to Government Decree 151/2003. (IX. 22.), Decree:

1. two years for a sales price of 10,000 forints or more but not exceeding 250,000 forints,
2. three years for a sales price exceeding 250,000 forints.

Failure to meet these deadlines results in forfeiture of rights; however, in the event of repair of the consumer product, the warranty period is extended by the time from the date of repair by the period during which the Buyer was unable to use the consumer product for its intended purpose due to the defect.

The warranty period begins upon delivery of the consumer product to the Buyer, or if the installation is performed by the Seller, its agent, or another person authorized to perform the installation, the warranty period begins on the date of installation.

If the Buyer has the consumer product installed more than six months after delivery, the warranty period begins on the date of delivery of the consumer product.

### **Rules regarding the handling of warranty claims**

The Seller shall endeavor to complete the repair or replacement within 15 days.

If the duration of the repair or replacement exceeds fifteen days, the Seller is obligated to inform the Buyer of the expected duration of the repair or replacement. By accepting the GTC, the Buyer agrees that such notification may be provided electronically or by other means suitable for confirming receipt by the consumer.

If, during the warranty period, the Seller determines that the consumer product cannot be repaired in the event of a defect, the Seller is obligated to replace the consumer product within eight days, unless the Buyer provides otherwise. If replacement of the consumer product is not possible, the business is obligated to refund the purchase price indicated on the warranty card—or, in the absence thereof, on the receipt presented by the consumer verifying payment for the consumer product (an invoice or receipt issued in accordance with the Value-Added Tax Act)—to the consumer within eight days.

### **If the Seller is unable to repair the consumer product within 30 days:**

If the consumer good is not repaired by the thirtieth day following the notification of the warranty claim to the Seller, – unless the consumer provides otherwise – the Seller is obligated to replace the consumer good within eight days following the unsuccessful expiration of the thirty-day period. If replacement of the consumer good is not possible, the Seller is obligated to refund the purchase price indicated on the warranty card or, in the absence thereof, on the receipt presented by the consumer verifying payment for the consumer product – an invoice or receipt issued in accordance with the Value Added Tax Act – within eight days following the unsuccessful expiration of the thirty-day repair period.

**If the consumer product malfunctions for the fourth time during the warranty period**—unless the consumer provides otherwise—the Seller is obligated to replace the consumer product within eight days. If it is not possible to replace the consumer product, the business is obligated to refund the purchase price indicated on the warranty card—or, in the absence thereof, on the receipt presented by the consumer proving payment for the consumer product—such as an invoice or receipt issued in accordance with the Value Added Tax Act—to the consumer within eight days.

Consumer goods covered by the mandatory warranty that are permanently installed, weigh more than 10 kg, or cannot be transported as hand luggage on public transportation—with the exception of vehicles—must be repaired at the place of operation. If the repair cannot be performed at the place of operation, the company or - in the case of a repair request made directly to the repair service - the repair service shall arrange for the disassembly and reassembly, as well as the transport to and from the repair location.

The Seller is required to draw up a report regarding the warranty claim reported to it by the consumer and must immediately provide the consumer with a verifiable copy of said report.

If the Seller is unable to at the time of reporting, the Seller must notify the consumer of its position—including, in the event of rejection, the reason for the rejection and the possibility of appealing to the conciliation board—within 8 days in a verifiable manner.

### **Exceptions to the Warranty**

The provisions set forth under the section "Rules for Handling Warranty Claims" do not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, passenger cars, motorhomes, travel trailers, trailers, and motorized watercraft.

However, even for these Products, the Seller is obligated to endeavor to fulfill the repair request within 15 days.

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

### **How does the warranty relate to other warranty rights?**

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

### **Replacement request within three business days**

The institution of the replacement request within three business days also applies to sales through the online store for new durable consumer goods. If the consumer asserts a claim for replacement within 3 business days of purchase or installation due to a defect in the consumer good, the Seller may not invoke disproportionate additional costs pursuant to Section 6: Section 6:159(2)(a) of Act V of 2013 on the Civil Code, and is obligated to replace the consumer product within eight days, provided that the defect prevents normal use. If replacement of the consumer product is not possible, the Seller is obligated to refund the purchase price indicated on the warranty card or, in its absence, on the receipt presented by the consumer verifying payment for the consumer product – an invoice or receipt issued in accordance with the Value Added Tax Act – to the consumer without delay.

### **When is the Seller exempt from its warranty obligation?**

The Seller is exempt from its warranty obligation only if it proves that the defect arose after performance.

Please note that you may assert claims for defects in materials and workmanship, as well as claims for product liability and warranty warranty claims simultaneously and in parallel. However, if you have successfully asserted a claim arising from defective performance due to a specific defect (for example, the company replaced the product), you may no longer assert a claim regarding the same defect on a different legal basis.

## **Information on product warranty, warranty of fitness for purpose, warranties, and guarantees for non-consumer Buyers**

## General Rules Governing Warranty Rights

A non-consumer Buyer may, at their discretion, assert the following warranty claims:

You may request repair or replacement, unless fulfilling the claim you have chosen is impossible or would entail disproportionate additional costs for the Seller compared to fulfilling another claim. If you did not request or could not request repair or replacement, you may request a proportional reduction in the purchase price, or the Buyer may repair the defect at the Seller's expense, or have it repaired by a third party, or—as a last resort—withdraw from the contract.

You may switch from one warranty right to another, but you bear the cost of the switch, unless it was justified or the Seller gave cause for it.

For buyers who are not classified as consumers, the deadline for enforcing the warranty right is 1 year, starting on the date of performance (delivery).

### Product Warranty and Warranty

Product warranty and mandatory warranty apply only to buyers classified as consumers, as well as to micro, small, and medium-sized enterprises under the conditions set forth below.

If the manufacturer provides a manufacturer's warranty for the Goods that extends to buyers not classified as consumers, it may be enforced directly with the manufacturer.

### Special Rules Applicable to Micro, Small, and Medium-Sized Enterprises

The provisions of this section apply **exclusively to micro, small, and medium-sized enterprises (hereinafter: SMEs)** acting outside the scope of their profession, independent occupation, or business activity, as defined by the Act on Small and Medium-Sized Enterprises and the Support of Their Development.

#### Warranty of Quality for SMEs

##### **Within what timeframe can you assert your warranty claim?**

You are required to report the defect immediately upon discovery. A defect reported within two months of its discovery shall be deemed to have been reported without delay. However, please note that you can no longer enforce your warranty rights after the two-year statute of limitations from the performance of the contract has expired.

##### **Against whom can you enforce your warranty claim?**

You may enforce your warranty claim against the Seller.

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

You – at your discretion – may assert the following warranty claims:

You may request repair or replacement, unless the claim you have chosen is impossible to fulfill or would entail disproportionate additional costs for the Seller compared to fulfilling another claim. If you did not request or could not request repair or replacement, you may a proportional reduction in the purchase price or—as a last resort—you may withdraw from the contract.

Within 6 months of performance, there are no conditions for enforcing your warranty claim other than notifying the defect, provided you can prove that the Goods were supplied by the Seller. However, after 6 months have elapsed since performance, you are required to prove that the defect you identified already existed at the time of performance.

#### Product Warranty for SMEs

##### **In what cases can you exercise your right to a product warranty?**

In the event of a defect in a movable item (Goods), you may—at your discretion— - assert a claim for warranty of fitness for purpose or a claim under the product warranty in accordance with the provisions of the Civil Code.

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

As a product warranty claim, you may request the repair or replacement of the defective Goods.

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

You may assert your product warranty claim within two years from the date the Goods were placed on the market by the manufacturer. After this period expires, you lose this right.

##### **Against whom can you assert your product warranty claim?**

You may assert your product warranty rights against the manufacturer or distributor of the product (hereinafter collectively referred to as the "manufacturer").

##### **Under what circumstances is the manufacturer exempt from its product warranty obligations?**

The manufacturer is exempt from its product warranty obligations if it can prove that:

- the Goods were not manufactured or placed on the market in the course of its business activities, or
- the defect was not recognizable at the time of placing on the market according to the state of science and technology, or
- the defect in the Goods results from the application of a law or mandatory official regulation.

The manufacturer need only prove one of these grounds to be exempt.

#### Warranty for SMEs

##### **In what cases can you, as an SME, exercise your warranty rights?**

Pursuant to Government Decree No. 151/2003. (IX. 22.), the Seller is obligated to provide a warranty for the new durable consumer goods listed in Annex 1 of Decree 10/2024. (VI.28.) of the Ministry of Industry and Trade on the definition of the scope of durable consumer goods subject to mandatory warranty (e.g., technical goods, tools, machinery), as well as their accessories and components within the scope defined therein (hereinafter referred to collectively as "consumer goods" in this section), provided that you, as an SME, purchase the consumer goods outside the scope of your profession, independent occupation, or business activity, within the framework of retail activities as defined by the Act on Commerce, regardless of how the consumer goods are accounted for in your economic activities.

##### **What rights do you have under a mandatory warranty, and within what timeframe?**

#### Warranty Rights

Under their warranty rights, the Buyer may request repair or replacement; in cases provided for by law, they may request a price reduction; or, as a last resort, may withdraw from the contract if the obligated party has not undertaken to repair or replace the item, cannot fulfill this obligation within the prescribed timeframe while safeguarding the entitled party's interests, or if the entitled party's interest in repair or replacement has ceased to exist. The Buyer may exercise their claim under the warranty at the Seller's registered office, any of its business locations, branches, or directly at the repair service indicated by the Seller on the warranty certificate.

#### Enforcement Period

A warranty claim may be enforced during the warranty period, which is defined in accordance with Government Decree No. 151/2003

(IX. 22.) as follows:

1. two years for a sales price of 10,000 forints or more but not exceeding 250,000 forints,
2. three years for a sales price exceeding 250,000 forints.

Failure to meet these deadlines results in forfeiture of rights; however, if the consumer product is repaired, the warranty period is extended from the date of delivery for repair by the period during which the Buyer could not use the consumer product for its intended purpose due to the defect.

The warranty period begins upon delivery of the consumer product to the Buyer, or if installation is performed by the Seller, its agent, or another person authorized to perform the installation, it begins on the date of installation.

If the Buyer has the consumer product installed more than six months after delivery, the warranty period begins on the date of delivery of the consumer product.

**When is the Seller exempt from its warranty obligation?**

The Seller is exempt from its warranty obligation only if it proves that the defect arose after performance.