

# General Terms and Conditions

## GENERAL TERMS AND CONDITIONS

(hereinafter referred to as the "GTC")

Effective as of: 29 June 2020

The purpose of these GTC is to govern the legal relationship between the business entity specified in Section 10 and the consumer who enters into a contract for the purchase of the product(s) identified in Section 2 of the GTC, in accordance with Sections 6:77–81 of Act V of 2013 on the Civil Code.

For the purposes of these GTC, the rules set forth herein have been determined unilaterally in advance by the business – for the purpose of concluding multiple contracts with consumers – without the involvement of the other Party, and such terms have not been individually negotiated between the Parties.

An additional objective is to establish a uniform and detailed set of conditions governing the legal relationship between the consumer and the business, as well as to provide the consumer with the information required under Section 11(1) of Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts concluded between consumers and businesses, prior to the conclusion of the contract.

### 1. Definitions

For the purposes of these GTC – unless the context clearly indicates otherwise – the terms set out below shall have the following meanings:

- **Consumer:** A natural person acting outside the scope of their trade, profession, or business activity.
- **Business:** The legal entity specified in Section 11, acting within the scope of its trade, profession, or business activity.
- **Product:** The movable item specified in Section 2 of these GTC.
- **Consumer contract:** A contract concluded between the Consumer and the Business.
- **Consumer dispute:** Any dispute relating to the quality or safety of the Product, the application of product liability rules, the quality of the service, or the conclusion and performance of the contract between the Parties.
- **Warranty:** The statutory warranty provided for under Act V of 2013 on the Civil Code (hereinafter referred to as the "Civil Code") as well as the mandatory warranty applicable to consumer contracts under separate legislation.
- **Distance contract:** A consumer contract concluded within the framework of a distance sales system organised for the provision of the Product or service, without the simultaneous physical presence of the Parties, whereby the contract is concluded through the exclusive use of one or more means of distance communication.
- **Means of distance communication:** Any means suitable for making a contractual statement in the absence of the Parties, for the purpose of concluding the contract. Such means include, in particular, addressed or unaddressed printed matter, standard letters, advertisements published in the press with an order form, catalogues, telephone, telefax, and devices providing internet access.

### 2. Products

Information regarding the products selected by the Consumer via the website operated by the Business is provided on the Business's website in the description of the relevant product. The availability of the products in stock, or the need to procure them, is indicated by the Business alongside the respective product.

### 3. Prices

The prices of the individual products are indicated on the website operated by the Business. The prices shown include value added tax (VAT), which amounts to twenty-seven percent (27%) for certain products offered for sale by the Business, and five percent (5%) for other products. The exact VAT rate applicable to each product is specified in the respective product description. The prices displayed do not include delivery costs, which are set out in detail in Section 4.

### 4. Ordering Process and Conclusion of the Contract

Placing an order for products is subject to prior registration. The Consumer selects the desired products and places them in the shopping cart. Upon proceeding to checkout, the Consumer will have the opportunity to review once more the selected products and their prices.

A distance contract concluded electronically creates a payment obligation for the Consumer. Following the submission of the order, the Business will confirm the order electronically within a maximum of 72 hours. In the absence of such confirmation, the Business shall be released from its obligation to be bound by the offer.

Products are delivered by a contracted courier service to the address provided by the Consumer. By making a purchase, the Consumer agrees that the Business may transfer the data necessary for delivery to the courier service provider (GLS Hungary Kft. or Magyar Posta Zrt.). Packaging and delivery costs are uniformly HUF 1,990 gross throughout Hungary and are free of charge for orders exceeding HUF 25,000. International delivery is arranged individually with our partners. In the case of cash on delivery, the full purchase price of the goods and the delivery fee must be paid directly to the courier. Delivery takes place exclusively on business days between 8:00 a.m. and 5:00 p.m., without the option of specifying an exact time. In the event of unsuccessful delivery, the courier will attempt redelivery at a newly agreed time. Orders received by 4:00 p.m. will be delivered on the second business day thereafter, between 8:00 a.m. and 5:00 p.m.

The cost of the products and delivery, in the case of cash on delivery, may be paid using the payment methods specified in Section 9. After the order is submitted, the Business's system will automatically send an order confirmation to the e-mail address provided by the Consumer. Information about the order can be requested through any of the contact details listed on the website, referring to the order number indicated in the confirmation. The Consumer will be notified when the order has been handed over to the courier service. Pursuant to Section 6:7(3) of the Civil Code, the contract between the Business and the Consumer is considered a written contract. The language of the contract is Hungarian. The contract is not stored in paper form.

The Seller reserves the right to reject already confirmed orders, in whole or in part.

Before finalising the ordering process, the Consumer can always return to the previous step to correct any data entered. During the ordering process, the contents of the shopping cart can be viewed or modified. If the quantity in the cart is not as intended, the Consumer can remove the product by clicking the "X" button next to the item. The desired quantity can then be added to the cart again. If the User wishes to delete items from the cart, they can do so by clicking the "X" button next to the respective product. Throughout the ordering process, the User may at any time correct or delete the data they have entered.

### 5. Method and Conditions for Cancelling an Order

The Consumer may modify their order at any time until the package has been handed over to the courier service. In such cases, please send an e-mail to [info@szteshop.hu](mailto:info@szteshop.hu). When contacting us, please make sure to include the order number indicated in the confirmation relating to the respective order. Calls to the above telephone number are not subject to any premium-rate charges.

## 6. Complaints Related to Orders and Delivery, and Right of Withdrawal

### a) Complaints Related to Delivery

We take full responsibility for your order until the goods are received by you. Faulty or damaged goods will be replaced or replenished at our own cost in accordance with the applicable legal provisions. If you withdraw from the order under point **c)** below due to incorrect delivery or damage to the goods upon delivery, we will refund the purchase price you have already paid in accordance with the provisions of point **c)**. Once the goods have been received, we are unable to accept complaints related to delivery.

### b) Complaint Handling

The Buyer may submit any complaint or objection, including all information necessary to identify the relevant product/service and a precise description of the complaint, to the Service Provider by e-mail at [info@szteshop.hu](mailto:info@szteshop.hu).

The Service Provider is obliged to respond in writing with substantive feedback to any written complaint within thirty (30) days of its receipt and to take measures to communicate its position. If the complaint is rejected, the Service Provider must provide a justification.

If the Buyer does not agree with the way the complaint has been handled, the Parties shall draw up a written record (minutes), which shall include:

- The Buyer's name and address;
- The place, time, and method of lodging the complaint;
- A detailed description of the Buyer's complaint, with a list of documents, records, and other evidence presented by the Buyer;
- The Service Provider's position on the Buyer's complaint, if immediate investigation of the complaint is possible;
- The signature of the person recording the minutes and – except for oral complaints made by telephone or via another electronic communications service – the signature of the Buyer;
- The place and time of drawing up the minutes;
- In the case of oral complaints lodged by telephone or via other electronic communications services, the unique identification number of the complaint.

If the method of resolving the complaint differs from the Buyer's request, the justification must be included in the minutes. A copy of the minutes must be provided to the Buyer. If the Service Provider cannot provide an immediate statement on the fulfilment of the Buyer's request at the time of the complaint, the Service Provider must notify the Buyer of its position within three working days.

Disputes between the Buyer and the Service Provider relating to the quality or safety of the service, the application of product liability rules, or the conclusion and performance of the contract (hereinafter: "consumer dispute") fall within the competence of the Conciliation Board. The Board's role is to resolve consumer disputes out of court by attempting to facilitate an agreement between the parties and, if this fails, making a decision to ensure the simple, quick, efficient, and cost-effective enforcement of consumer rights.

At the request of the Buyer or the Service Provider, the Conciliation Board also provides advice on the rights and obligations of the Buyer. For transactions concluded with the Service Provider, the Conciliation Board with jurisdiction is, in principle, the one competent according to the Buyer's place of residence. In the absence of such a board, the board with jurisdiction according to the Service Provider's registered office shall act:

#### **Csongrád County Conciliation Board**

Address: 6721 Szeged, Párizsi krt. 8-12

Contact person: Zoltán Jerney

Phone: +36-62/554-250/118

Fax: +36-62/426-149

E-mail: [bekelteto.testulet@csmkik.hu](mailto:bekelteto.testulet@csmkik.hu)

The Buyer may turn to this body to resolve disputes with the Service Provider. The Business is obliged to cooperate in the conciliation procedure.

In accordance with Article 14 of Regulation (EU) No 524/2013, the User may also make use of the EU online dispute resolution platform, which can be accessed at: <https://ec.europa.eu/odr>. The Service Provider hereby confirms its willingness to cooperate with the EU's online dispute resolution platform.

Furthermore, if the complaint is rejected after the complaint handling process, the Consumer is entitled to turn to the district office with jurisdiction according to their place of residence. Further information is available at: <http://jarasinfo.gov.hu/>.

### c) Consumer's Right of Withdrawal

#### **Deadline and Method for Exercising the Right of Withdrawal**

You have the right to withdraw from this contract without giving any reason within 14 days. The withdrawal period expires 14 days after the day on which you, or a third party other than the carrier and indicated by you, receive the goods; or, in the case of multiple goods ordered in one order but delivered separately, 14 days after the day on which you or a third party other than the carrier and indicated by you receive the last item.

If you wish to exercise your right of withdrawal, you must send an unequivocal statement of your decision to withdraw (for example, by post, fax, or e-mail) to the following address:

#### **UniServ SZTE Szolgáltató Korlátolt Felelősségű Társaság**

6720 Szeged, Dugonics tér 13

E-mail: [info@uniservszte.hu](mailto:info@uniservszte.hu)

For this purpose, you may use the model withdrawal form set out in Annex 2 of the Government Decree. If you intend to withdraw from the contract, please complete and return the form to one of the addresses above:

**To:** (insert the name, postal address, and – if available – telephone number, fax number, and e-mail address of the Business)

I/We hereby give notice that I/We withdraw from my/our contract for the sale of the following goods: (insert description of goods)

Date of receipt:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

You will have met the withdrawal deadline if you send your notice of withdrawal before the 14-day period has expired. You may also exercise your right of withdrawal between the conclusion of the contract and the day of receipt of the goods.

Please note that, under Section 29 of Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses, the right of withdrawal does not apply to certain types of goods. Among the product categories offered by the Business, waxes are considered products falling under this exemption, as they are sealed goods that, for health protection or hygiene

reasons, cannot be returned once unsealed after delivery.

### **Effects of Withdrawal**

If you withdraw from this contract, we will reimburse all payments received from you, including the cost of delivery (except for any additional costs resulting from your choice of a delivery method other than the least expensive standard delivery method offered by us), without undue delay and in any event no later than 14 days from the day on which we are informed of your decision to withdraw. We will carry out such reimbursement using the same means of payment as you used for the original transaction, unless you have expressly agreed otherwise; in any case, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. You must return the goods to us without undue delay, and in any event not later than 14 days from the day on which you communicate your withdrawal. The deadline is met if you send back the goods before the 14-day period has expired. You will bear the direct cost of returning the goods.

The Business may require you to compensate for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

## **7. Warranty and Guarantee**

### **a) Warranty for Defects (Kellékszavatosság)**

In the event of defective performance by the Business, you may enforce a warranty for defects claim against the Business in accordance with the provisions of Act V of 2013 on the Civil Code of Hungary.

#### **What rights do you have under a warranty for defects claim?**

At your choice, you may request the repair or replacement of the product, unless fulfilling the request you have chosen is impossible or would entail disproportionate additional costs for the Business compared to fulfilling another of your claims. If you have not requested, or could not have requested, repair or replacement, you may request a proportionate reduction in the purchase price, have the defect repaired yourself or by another party at the Business's expense, or—ultimately—withdraw from the contract. You may switch from one chosen right to another, but you must bear the costs of the switch unless it was justified or the Business gave cause for it.

#### **Within what time limit can you enforce a warranty for defects claim?**

You must notify the Business of the defect immediately after its discovery, but no later than 60 (sixty) days from the date of discovery. Please note that after a limitation period of two years from the date of performance, you can no longer enforce your warranty for defects rights.

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

You may enforce your warranty for defects claim against the Business.

#### **What other conditions apply to enforcing your warranty for defects rights?**

Within six months from the date of performance, there are no further conditions to enforcing your warranty for defects claim beyond notifying the defect, provided you can prove that the product was supplied by the Business as specified in Section 11. After six months from the date of performance, you must prove that the defect you identified already existed at the time of performance.

### **b) Product Warranty (Termékszavatosság)**

In the event of a defect in a movable item sold by the Business, you may request the Business to repair the defect or—if repair within an appropriate deadline without prejudice to your interests is not possible—replace the product.

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

Under a product warranty claim, you may request only the repair or replacement of the defective product.

#### **When is a product considered defective?**

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

#### **Within what time limit can you enforce a product warranty claim?**

You may enforce a product warranty claim within two years from the date the product was placed on the market by the manufacturer. After this deadline, you will lose this right.

#### **Against whom and under what additional conditions can you enforce a product warranty claim?**

You may enforce a product warranty claim only against the manufacturer or distributor of the movable item. In the case of a product warranty claim, you must prove the defect of the product.

#### **When is the manufacturer (or distributor) exempt from product warranty obligations?**

The manufacturer (or distributor) is only exempt from product warranty obligations if they can prove that:

- they did not manufacture or place the product on the market in the course of their business activity, or
- the defect could not have been detected given the state of scientific and technical knowledge at the time the product was placed on the market, or
- the defect of the product is due to the application of legislation or mandatory official requirements.

To be exempt, the manufacturer (or distributor) needs to prove only one reason. Please note that you may not simultaneously enforce a warranty for defects claim and a product warranty claim for the same defect. However, if your product warranty claim is successfully enforced, you may enforce a warranty for defects claim against the manufacturer with respect to the replaced product or repaired part.

### **c) Guarantee (Jótállás)**

In the case of products subject to Government Decree 151/2003 (IX.22.), the Consumer is entitled to a guarantee right within one year, the content of which is set out in the guarantee certificate. The one-year period starts on the date the consumer goods are handed over to the Consumer, or, if installation is carried out by the Business or its authorised representative, on the date of installation. The Business is only exempt from its guarantee obligation if it proves that the cause of the defect arose after performance.

Please note that you may not enforce a warranty for defects claim and a guarantee claim, or a product warranty claim and a guarantee claim, for the same defect simultaneously. Otherwise, the rights arising from the guarantee are independent of the rights to warranty for defects and product warranty.

Under a warranty for defects claim, the Consumer may choose to:

- request repair or replacement, unless fulfilling the chosen warranty right is impossible or would entail disproportionate additional costs for the obligor compared to another warranty claim, taking into account the value of the service in perfect condition, the seriousness of the breach of contract, and the damage to the Consumer's interests caused by fulfilling the warranty claim; or

- request a proportionate reduction in the consideration, have the defect repaired themselves or by another party at the obligor's expense, or withdraw from the contract if the obligor has not undertaken repair or replacement, cannot fulfil this obligation under the conditions set by law, or if the Consumer's interest in repair or replacement has ceased.

There is no right of withdrawal in the case of a minor defect. Repair or replacement must be carried out within an appropriate period, considering the nature of the item and its intended use as reasonably expected by the Consumer, and without prejudice to the Consumer's interests.

### **8. Payment Terms**

You may select your preferred payment method when placing your order. At present, the purchase price can be settled via bank card payment.

**Accepted bank cards:** SimplePay

Please note that ordering and purchasing from the Business, as well as payment of the fee, take place through two separate systems. Accordingly, the Business does not obtain any information regarding your bank card details, nor does the Business transmit to your card-issuing bank any personal data relating to you that it has acquired in connection with the purchase.

### **9. Hosting Provider Details**

Hosting provider's name: Unas Online Ltd.

Registered office: 9400 Sopron, Kőszegi út 14.

Contact: [unas@unas.hu](mailto:unas@unas.hu); +36 99 200 200

### **10. Duration of the Contract and the Business Entity**

The contract shall terminate upon mutual performance of the services, in accordance with Section 6:3(a) of the Civil Code.

Name: UniServ SZTE Service Provider Limited Liability Company

Registered office: 6720 Szeged, Dugonics tér 13.

Tax number: 13194909-2-06

Company registration number: 06 09 008999

Registering authority: Szeged Court of Registration

Contact details:

E-mail: [info@uniservszte.hu](mailto:info@uniservszte.hu)