

General Terms and Conditions

TERMS AND CONDITIONS (GTC)

aquafloris-shop.com - valid from 2021-04-26

Preamble

Welcome to our site! Thank you for your trust in your purchase!

This webshop GTC is made with the Consumer Friendly GTC generator.

If you have any questions about these General Terms and Conditions, the use of the website, individual products, the process of purchase, or if you would like to discuss your individual needs with us, please contact our staff at the contact details provided!

Imprint: the data of the Service Provider (Seller, Company)

Name: Aquafloris Kft

Headquarters: 6600 Szentes 0155/36

Mailing address: 6600 Szentes 0155/36

Registering authority: THE COURT OF JUSTICE OF THE SZEGED COURT

Company registration number: 06 09 007719

Tax number: 12763230-2-06

Representative: Tünde Tihanyi

Email: info@aquafloris-shop.com

Website: <http://aquafloris-shop.com>

Hosting provider information

Name: UNAS Online Kft.

Headquarters: 9400 Sopron, Kőszegi út 14.

Contact: unas@unas.hu

Website: unas.hu

Concepts

Parties: Seller and Buyer jointly

Consumer: a natural person acting outside the scope of his profession, self-employment or business

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

Website: this website, which is used to conclude the contract

Contract: A contract of sale between the Seller and the Buyer using the Website and electronic mail

Means of communication in absentia: a means of making a contractual statement in the absence of the parties with a view to concluding a contract. Such means include, in particular, the addressee or unaddressed form, the standard letter, the advertisement published in the press product with the order form, the catalog, the telephone, the fax and the means of providing Internet access.

Absentee contract: a consumer contract concluded under a distance selling system organized for the provision of a contract product or service without the simultaneous physical presence of the parties, using only a means of communication between the parties for the purpose of concluding the contract.

Product: all movable movable property included in the offer of the Website and intended for sale on the Website, which is the subject of the Contract

Entrepreneurship: a person acting in the course of his or her profession, self-employment or business

Buyer / You: the person concluding the contract making a purchase offer through the Website

Warranty: In the case of contracts concluded between a consumer and a business (hereinafter: consumer contract) in accordance with the Civil Code,

a guarantee given for the performance of the contract, which the undertaking voluntarily undertakes in addition to or in the absence of its legal obligation to perform the contract properly, and

statutory warranty

Relevant legislation

The provisions of Hungarian law shall apply to the Contract, and in particular the following legal acts shall apply:

1997 CLV. Act on Consumer Protection

CVIII of 2001 Act on Certain Issues in Electronic Commerce Services and Information Society Services

Act V of 2013 on the Civil Code

151/2003. (IX.22.) On the mandatory guarantee for durable consumer goods

45/2014. (II.26.) On the detailed rules of contracts between the consumer and the business

19/2014 (IV.29.) NGM Decree on the procedural rules for handling warranty and guarantee claims for things sold under a contract between a consumer and a business

1997 LXXVI. Copyright Act

2011 CXX. Act on the Right to Information Self-Determination and Freedom of Information

REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on taking action against unjustified territorial restrictions on content and other forms of discrimination based on the nationality, place of residence or establishment of the buyer in the internal market and Amending Regulations (EC) No 2004/394 and (EU) 2017/2394 and Directive 2009/22 / EC

REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46 data protection regulation)

Scope and acceptance of the GTC

The content of the contract concluded between us - in addition to the provisions of the relevant binding legal regulations - is determined by these General Terms and Conditions (hereinafter: GTC). Accordingly, these GTC contain the rights and obligations of you and us, the conditions of concluding the contract, the deadlines for performance, the conditions of delivery and payment, the rules of liability, and the conditions of exercising the right of withdrawal.

The technical information required for the use of the Website, which is not included in these GTC, is provided by other information available on the Website.

You must familiarize yourself with the provisions of these GTC before finalizing your order.

The language of the contract, the form of the contract
The language of the contracts covered by these GTC is Hungarian.

Contracts falling within the scope of these GTC do not qualify as written contracts, they are not filed by the Seller.

Prices

Prices are in HUF and include 27% VAT. It cannot be ruled out that the Seller may change the prices for business policy reasons. Price changes do not apply to contracts already concluded. If the Seller has indicated the price incorrectly and an order has been received for the product, but the parties have not yet concluded a contract, the Seller shall act on the basis of the "Procedure incorrect price" clause of the GTC.

Procedure in case of incorrect price

The following are considered to be obviously incorrectly indicated prices:

0 HUF price,

the price reduced by the discount, but incorrectly indicating the discount (eg: in the case of a product of HUF 1,000, the product offered for HUF 500 in addition to the 20% discount).

In case of indicating an incorrect price, the Seller offers the possibility to purchase the product at a fair price, in the possession of which the Buyer may decide to order the product at a fair price or cancel the order without any adverse legal consequences.

Complaints handling and enforcement options

The consumer may submit consumer complaints about the product or the Seller's activities at the following contact details:

Phone:

Internet address: <http://aquafloris-shop.com>

Email: info@aquafloris-shop.com

The consumer may communicate to the business, orally or in writing, a complaint concerning the conduct, activity or omission of the business or of a person acting in the interest or for the benefit of the business in direct connection with the distribution or sale of the goods to consumers.

The company must investigate the oral complaint immediately and remedy it if necessary. If the consumer does not agree with the handling of the complaint or it is not possible to investigate the complaint immediately, the business shall immediately take minutes of the complaint and its position and provide a copy to the consumer on the spot in the event of an oral complaint. In the case of an oral complaint made by telephone or other electronic communications service, it shall be sent to the consumer at the latest at the same time as the substantive response, in accordance with the requirements for replying to a written complaint. In other respects, you are required to proceed with the written complaint as follows. The undertaking shall reply to the written complaint in writing and take action to communicate it within 30 days of its receipt, unless otherwise provided by a directly applicable act of the European Union. A shorter deadline may be established by law, a longer deadline by law. The undertaking must give reasons for its position rejecting the complaint. An oral complaint communicated by telephone or electronic communication service must be provided with a unique identification number.

The record of the complaint must include the following:

the name and address of the consumer,

the place, time and manner of submitting the complaint,

a detailed description of the consumer's complaint, a list of documents and other evidence presented by the consumer,

a statement by the business of its position on the consumer's complaint, if the complaint can be investigated immediately,

the signature of the person who took the minutes and, with the exception of an oral complaint made by telephone or other electronic means, by the consumer,

place and time of recording the minutes,

in the case of an oral complaint communicated by telephone or other electronic communications service, the unique identification number of the complaint.

The company must keep a record of the complaint and a copy of the reply for five years and present it to the inspection authorities on request.

If the complaint is rejected, the business must inform the consumer in writing which authority or conciliation body may initiate the complaint with its complaint. The information shall also include the registered office, telephone and internet contact details and postal address of the competent authority or of the conciliation body of the consumer's place of residence or stay. The information should also include whether the business has recourse to a conciliation panel procedure to resolve a consumer dispute. If any consumer dispute between the Seller and the consumer is not settled during the negotiations, the following enforcement options are open to the consumer:

Consumer protection procedure

Complaints to consumer protection authorities. If he finds a violation of the consumer's consumer rights, he has the right to lodge a complaint with the consumer protection authority of his place of residence. Following the assessment of the complaint, the authority shall decide on the conduct of the consumer protection proceedings. The first-level consumer protection official tasks are performed by the capital city and county government offices competent according to the consumer's place of residence, the list of which can be found here: <http://www.kormanyhivatal.hu/>

Judicial proceeding

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

Conciliation panel proceedings

We would like to inform you that you can file a consumer complaint against us. If your consumer complaint is rejected, you are also entitled to apply to the Conciliation Body competent for your place of residence or stay: the condition for initiating the Conciliation Body's proceedings is that the consumer directly seeks to resolve the dispute with the business concerned. At the request of the consumer, the conciliation body designated in the consumer's request shall be competent for the procedure, instead of the competent body.

The company has a duty to cooperate in the conciliation panel proceedings.

In this context, there is an obligation for undertakings to reply to the Conciliation Body's call and an obligation to appear before the Conciliation Body ("ensuring the participation of the person authorized to reach an agreement at the hearing").

If the registered office or premises of the company are not registered in the county of the chamber operating the territorially competent conciliation body, the obligation of the company to cooperate includes offering the possibility of concluding a written agreement according to the needs of the consumer.

In the event of a breach of the above obligation to cooperate, the consumer protection authority has the power to impose mandatory fines in the event of infringing conduct by undertakings as a result of a change in legislation, and there is no possibility of waiving fines. In addition to the Consumer Protection Act, the relevant provision of the Small and Medium-sized Enterprises Act has also been amended, so that the imposition of fines will not be waived in the case of small and medium-sized enterprises either.

The amount of the fine may range from HUF 15,000 to HUF 500,000 in the case of small and medium-sized enterprises, while from HUF 15,000 in the case of non-small and medium-sized enterprises with annual net sales exceeding HUF 100 million, 5% of the company's annual net sales. but up to a maximum of HUF 500 million. By introducing a mandatory fine, the legislator aims to emphasize cooperation with conciliation bodies and to ensure the active participation of undertakings in conciliation proceedings.

The Conciliation Body is responsible for resolving consumer disputes out of court. The task of the conciliation body is to try to reach an agreement between the parties in order to settle the consumer dispute, failing which it will decide the matter in order to ensure simple, fast, efficient and cost-effective enforcement of consumer rights. At the request of the consumer or the business, the conciliation body shall provide advice on the consumer's rights and obligations.

The conciliation body's proceedings are initiated at the consumer's request. The request shall be made in writing to the chairperson of the conciliation body: the written requirement may be complied with by letter, telegram, telegraph or fax, and by any other means which allows the recipient to keep the data addressed to him permanently for the purpose of the data. , and to display the stored data in an unchanged form and content. The application must include

the name, place of residence or stay of the consumer,

the name, registered office or registered office of the business involved in the consumer dispute,

if the consumer designates the competent body instead of the competent conciliation body,

a brief description of the consumer's position, the facts and evidence supporting it,

a statement by the consumer that the consumer has made a direct attempt to resolve the dispute with the business concerned

a statement by the consumer that no other conciliation body has initiated proceedings in the case, no mediation proceedings have been initiated, no claim has been lodged or no application for a payment order has been lodged,

the motion for a decision of the panel,

the consumer's signature.

The application must be accompanied by a document or a copy (extract) of which the consumer refers to as evidence, in particular a written statement by the business rejecting the complaint or, failing that, any other written evidence available to the consumer to attempt the required consultation.

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

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

More information on the territorially competent Conciliation Bodies is available here:

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

Contact details of each territorially competent Conciliation Body:

Baranya County Conciliation Board

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

Phone number: 06-72-507-154

Fax: 06-72-507-152

E-mail: abeck@pbkik.hu; mbonyar@pbkik.hu Bács-Kiskun County Conciliation Board

Address: 6000 Kecskemét, Árpád krt. 4.

Phone number: 06-76-501-500; 06-76-501-525, 06-76-501-523

Fax: 06-76-501-538

E-mail: bekeltetes@bacsbekeltetes.hu; mariann.matyus@bkmkik.hu

Website: www.bacsbekeltetes.hu

Békés County Conciliation Board

Address: 5600 Békéscsaba, Penza ltp. 5.

Phone number: 06-66-324-976

Fax: 06-66-324-976

E-mail: eva.toth@bmkik.hu Borsod-Abaúj-Zemplén County Conciliation Board

Address: 3525 Miskolc, Szentpáli u. 1.

Phone number: 06-46-501-091, 06-46-501-870

Fax: 06-46-501-099

E-mail: bekeltetes@bokik.hu

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99. III. em. 310.

Phone number: 06-1-488-2131

Fax: 06-1-488-2186

E-mail: bekelteto.testulet@bkik.hu Csongrád County Conciliation Board

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

Phone number: 06-62-554-250 / 118

Fax: 06-62-426-149

E-mail: bekelteto.testulet@csmkik.hu

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.

Phone number: 06-22-510-310

Fax: 06-22-510-312

E-mail: fmkik@fmkik.hu Győr-Moson-Sopron County Conciliation Board

Address: 9021 Győr, Szent István út 10 / a.

Phone number: 06-96-520-217

Fax: 06-96-520-218

E-mail: bekeltetotestulet@gymkik.hu

Hajdú-Bihar County Conciliation Board

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

Phone number: 06-52-500-710

Fax: 06-52-500-720

E-mail: korosi.vanda@hbkik.hu Heves County Conciliation Board

Address: 3300 Eger, Faiskola út 15.

Phone number: 06-36-429-612

Fax: 06-36-323-615

E-mail: hkik@hkik.hu

Jász-Nagykun-Szolnok County Conciliation Board

Address: 5000 Szolnok, Verseggy park 8. III. floors 305-306.

Phone number: 06-56-510-621, 06-20-373-2570

Fax: 06-56-510-628
E-mail: bekeltotestulet@jnszmkik.hu Komárom-Esztergom County Conciliation Board
Address: 2800 Tatabánya, Fő tér 36.
Phone number: 06-34-513-027
Fax: 06-34-316-259
E-mail: szilvi@kemkik.hu
Nógrád County Conciliation Board
Address: 3100 Salgótarján, Alkotmány út 9 / A.
Phone number: 06-32-520-860
Fax: 06-32-520-862
E-mail: nkik@nkik.hu Pest County Conciliation Board
Address: 1119 Budapest, Etele út 59-61. II. floor 240.
Mailing address: 1364 Budapest, Pf. : 81
Phone number: 06-1-269-0703
Fax: 06-1-474-7921
E-mail: pmbekelteto@pmkik.hu
Somogy County Conciliation Board
Address: 7400 Kaposvár, Anna u.6.
Phone number: 06-82-501-026
Fax: 06-82-501-046
E-mail: skik@skik.hu Szabolcs-Szatmár-Bereg County Conciliation Board
Address: 4400 Nyíregyháza, Széchenyi u. 2.
Phone number: 06-42-311-544
Fax: 06-42-311-750
E-mail: bekelteto@szabkam.hu
Tolna County Conciliation Board
Address: 7100 Szekszárd, Arany J. u. 23-25. III. floor
Phone number: 06-74-411-661
Fax: 06-74-411-456
E-mail: kamara@tmkik.hu Vas County Conciliation Board
Address: 9700 Szombathely, Honvéd tér 2.
Phone number: 06-94-312-356
Fax: 06-94-316-936
E-mail: vmkik@vmkik.hu
Veszprém County Conciliation Board
Address: 8200 Veszprém, Radnóti tér 1st floor 116.
Phone number: 06-88-429-008
Fax: 06-88-412-150
E-mail: bekelteto@veszpremikamara.hu Zala County Conciliation Board
Address: 8900 Zalaegerszeg, Petőfi u. 24.
Phone number: 06-92-550-513
Fax: 06-92-550-525
E-mail: zmbekelteto@zmkik.hu

Online dispute resolution platform

The European Commission has set up a website where consumers can register, allowing them to settle their online shopping disputes by completing an application, avoiding litigation. This allows consumers to assert their rights without, for example, being prevented from doing so by distance.

If you want to make a complaint about a product or service you bought online and don't necessarily want to go to court, you can use the online dispute resolution tool.

On the portal, you and the trader against whom you have lodged a complaint can jointly select the dispute resolution body you wish to entrust with handling the complaint.

The online dispute resolution platform is available at: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=EN>

Partial invalidity, code of conduct

If any clause of the GTC is legally incomplete or invalid, the remaining clauses of the contract will remain in force and the provisions of the relevant legislation will apply instead of the invalid or defective part.

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

Operation of digital data content, technical protection measures

The availability of servers providing data on the website is over 99.9% per year. The entire data content is backed up regularly, so in case of a problem, the original data content can be restored. The data displayed on the website is stored in MSSQL and MySQL databases. Sensitive data is stored with adequate encryption, using hardware support built into the processor to encrypt it.

Information on the essential characteristics of the products

On the website, we provide information on the essential features of the products that can be purchased in the descriptions of each product.

Correction of data entry errors - Responsibility for the accuracy of the data provided

During the order, you have the opportunity to change the data you have entered before finalizing the order (clicking the back button in the browser will open 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 information you provide is entered accurately, as the product will be invoiced or shipped based on the information you provide. Please note that an incorrect e-mail address or the saturation of the mailbox storage space may result in non-delivery of the confirmation and may prevent the conclusion of the contract.

Use of the Website

Purchase is not subject to registration.

The website provides a product presentation and online ordering option for Users. You can browse the website using the User menu items. The products are categorized. In the Special Products category, you can find all the special products available in the store. Each product has a separate start and expiration date, or an indication of the start date and while stocks last.

Under the menu item More cheaper, you will find the products for which the store provides a quantity discount if you order several pieces.

In the What's New menu, you will find new products on the website. Click on the name of the category to see a list of products that fit in it. If all the products in a given category do not fit on one page, you can scroll through the numbers above and below the products. From the product list, the detailed product page can be accessed by clicking on the product name, here you can find

information about the detailed characteristics and price of the product you want to order.

On the website it is possible to search for a product by keyword. Product results that match your search criteria are displayed in a list similar to the categories.

The selected product can be placed in the basket using the basket button, the required number of pieces can be set next to the button. The User can check the contents of the shopping cart using the Shopping Cart menu item. Here you can change the quantity of the product added to the basket or delete the given item. You can also use the Empty Cart button to completely empty the cart.

The User can continue the purchase process by clicking on the Order button. As a second step, it is possible to log in, register, and purchase without registration. In case of registration and purchase without registration, the User must provide the following data: e-mail address, name, telephone number, billing address, and if the delivery address is different. In addition to the above data, a password is required for registration. The User can find out about the successful registration by e-mail and on the website. The User may request the cancellation of his registration by e-mail from the Service Provider, in which case he must re-register for a new purchase.

The User is responsible for keeping the access data confidential. The User is responsible for updating his / her data and is obliged to notify the Service Provider if he / she becomes aware that his / her data has been misused by a third party. In case of a forgotten password, a new password can be requested on the website to the registered e-mail address. If the User has previously registered on the website, the ordering process can be continued by entering the e-mail address and password.

The next step in the order is for the User to select the appropriate payment and delivery method. With the help of a summary page, the User can check all his previously entered data and the products he wants to order, their quantity. In case of data entry errors, you can use the pencil icon to correct the entered data.

If you find everything suitable, you can use the Submit Order button to finalize your order. You will receive a confirmation on the website or by e-mail. If, after recording the order (eg in the confirmation e-mail), it detects incorrect data, it is obliged to notify the Service Provider immediately, but not later than within 24 hours. Irrespective of the order intent, the User can log in using the Customer Login window or the Login menu item. After logging in, a Change Data menu item will appear, where you can change the data you provided during registration, as well as the data and status of your submitted order.

Finalizing the order (bidding)

If you are sure that the contents of the basket correspond to the products you want to order and that your details are correct, you can close your order by clicking on the "ORDER" button. The information provided on the website does not constitute an offer by the Seller to enter into a contract. In the case of orders falling within the scope of these GTC, you are considered a bidder.

By pressing the "ORDER" button, you expressly acknowledge that your offer is considered to have been made, and your statement - in case of confirmation by the Seller according to these GTC - entails an obligation to pay. You are bound by your offer for a period of 48 hours. If your offer is not confirmed by the Seller within 48 hours in accordance with these general terms and conditions, you are released from the obligation of the offer.

Order processing, conclusion of the contract

You have the opportunity to place your order at any time. The Seller will confirm your offer by e-mail no later than the working day following the submission of your offer. The contract is created when the confirmation email sent by the Seller becomes available to you in your mail system.

Payment methods

Credit card payment

You can pay quickly and securely with a credit card in our webshop.

Acceptance methods, acceptance fees

DPD courier service

The product is delivered by DPD courier service. More information: https://www.dpd.com/hu_privatugyfelek

Completion date

The general delivery deadline for the order is a maximum of 30 days from the confirmation of the order.

Reservation of rights, ownership clause

If you have previously ordered a product without receiving it during delivery (excluding the case when you exercised your right of withdrawal), or the Product was not returned to the seller with a sign, the Seller will fulfill the order in accordance with the purchase price and advance payment of transport costs.

Seller may withhold delivery of the Product until it is satisfied that the price of the Product has been successfully paid using the electronic payment solution (including the case where the Buyer pays the purchase price and conversion in the currency of its Member State, and due to bank commissions and costs, the Seller does not receive the full amount of the purchase price and delivery fee). If the price of the Product has not been paid in full, the Seller may invite the Buyer to supplement the purchase price.

Sales abroad

Seller does not discriminate between buyers within the territory of Hungary and outside the territory of the European Union by using the Website. Unless otherwise provided in these GTC, the Seller shall ensure the delivery / receipt of the ordered products in the territory of Hungary.

The provisions of these GTC are also applicable to purchases outside Hungary, according to the provisions of the relevant regulation, a consumer who is a citizen of a Member State or resident in a Member State or an undertaking established in a Member State and purchases or uses goods or services in the European Union solely for end use. A consumer is a natural person who is acting for purposes which are outside his trade, business, craft or profession.

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

Seller shall not be obliged to comply with, or to inform Buyer of, non-contractual requirements, such as labeling or industry-specific requirements, relating to the Product in question under the national law of the Buyer's Member State.

Unless otherwise provided by the Seller, it applies Hungarian VAT to all Products.

According to these GTC, the Buyer may exercise its legal enforcement possibilities.

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

Seller may withhold the delivery of the Product until it is satisfied that the price of the Product and the delivery fee have been successfully and fully paid using the electronic payment solution (including the case where the Buyer transfers the product in the currency of its Member State. purchase price (delivery fee) and due to the conversion, as well as bank commissions and costs, the Seller does not receive the full amount of the purchase price). If the price of the Product has not been paid in full, the Seller may invite the Buyer to supplement the purchase price.

In order to hand over the Product, the Seller also provides the non-Hungarian customers with the handing-over options available to Hungarian customers.

If the Buyer can request it according to the GTC

delivery of the Product to the territory of Hungary or to the territory of any other European Union member state, the non-Hungarian buyer may request this by any of the delivery methods indicated in the GTC.

If the Buyer can choose to receive the Product in person at the Seller according to the GTC, the non-Hungarian buyer can also use this.

Otherwise, the Buyer may request that the Product be delivered abroad at its own expense. Hungarian customers are not entitled to this right.

After the payment of the delivery fee, the Seller fulfills the order, if the Buyer does not pay the delivery fee to the Seller or does not solve his own delivery by the agreed date, the Seller terminates the contract and refunds the prepaid purchase price to the Buyer.

Consumer information on 45/2014. (II. 26.) Government Decree

Information on the consumer's right of withdrawal for the buyer

As a consumer, the Civil Code. 8: 1. According to § 1, point 3, only a natural person acting outside the scope of his / her profession, independent occupation or business activity qualifies, so legal persons may not exercise the right of withdrawal without justification!

The consumer shall be (II. 26.) has the right to withdraw without justification. The consumer has the right of withdrawal

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

aa) the product,

(ab) in the case of the sale of several products, if each product is supplied at different times, to the last product supplied,

it may be exercised within a period of 14 days from the date of receipt by the consumer or a third party other than the carrier designated by him.

Nothing in this point shall affect the consumer's right to exercise the right of withdrawal provided for in this point between the date of conclusion of the contract and the date of receipt of the product.

If the consumer has made an offer to conclude the contract, the consumer has the right to withdraw the offer before concluding the contract, which removes the obligation to make an offer covering the conclusion of the contract.

Statement of withdrawal, exercise of the consumer 's right of withdrawal or cancellation

The consumer is in 45/2014. (II. 26.) may be exercised by means of a clear statement to that effect or by using a sample statement that can also be downloaded from the website.

Validity of the consumer 's statement of withdrawal

The right of withdrawal shall be deemed to have been exercised within the time limit if the consumer submits his declaration within the time limit. The deadline is 14 days.

It is for the consumer to prove that he has exercised his right of withdrawal in accordance with this provision.

The Seller is obliged to confirm the consumer's statement of withdrawal on an electronic data carrier upon its receipt.

Obligations of the Seller in the event of withdrawal by the consumer

Seller's obligation to refund

If the consumer in 45/2014. (II. 26.) of the Government, the Seller shall reimburse the full amount paid by the consumer as consideration, including the costs incurred in connection with the performance, such as the delivery fee is. Please note that this provision does not apply to additional costs incurred by choosing a mode of transport other than the least expensive standard mode of transport.

Method of Seller's Obligation to Refund

A 45/2014. (II. 26.) in accordance with Section 22 of the Government Decree, the Seller shall reimburse the amount returned to the consumer in the same way as the payment method used by the consumer. With the express consent of the consumer, the Seller may use another method of payment for the refund, but the consumer may not be charged any additional fees as a result. The Seller shall not be liable for any delay due to a bank account number or postal address provided incorrectly and / or inaccurately by the Consumer.

Additional costs

If the consumer specifically chooses a mode of transport other than the least expensive standard mode of transport, the Seller shall not be obliged to reimburse the resulting additional costs. In this case, we are obliged to refund up to the general shipping rates indicated.

Right of retention

The Seller may withhold the amount returned to the consumer until the consumer has returned the product or has proved beyond a reasonable doubt that it has been returned; the earlier of the two dates shall be taken into account. We are not able to accept shipments sent by cash on delivery or postage.

In the event of withdrawal or termination of the consumer 's obligations

Product return

If the consumer in 45/2014. (II. 26.), it is obliged to return the product immediately, but no later than within fourteen days from the notification of the withdrawal, or to hand it over to the Seller or the person authorized by the Seller to receive the product. Return shall be deemed to have been completed within the time limit if the consumer sends the product before the time limit expires.

To bear the direct costs of returning the product

The consumer bears the direct cost of returning the product. The product must be returned to the Seller's address. If, after the commencement of performance, the consumer terminates the contract for the provision of services off-premises or in absentia, he shall pay the business a fee proportionate to the service provided up to the date of notification to the business. The amount to be paid proportionally by the consumer shall be determined on the basis of the total amount of the consideration provided for in the contract, plus tax. If the consumer proves that the total amount thus determined is excessive, the proportional amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract. Please note that we are not able to pick up a product returned by cash on delivery or postage.

Consumer responsibility for depreciation

The consumer is liable for depreciation resulting from use in excess of that required to determine the nature, characteristics and functioning of the product.

The right of withdrawal may not be exercised in the following cases

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

in the case of a contract for the provision of a service, after performance of the service as a whole, where the business has commenced performance with the consumer's express prior consent and the consumer has acknowledged that he loses his right of termination after performance of the service as a whole;

in respect of a product or service the price or fee of which cannot be influenced by the financial market undertaking, is subject to possible fluctuations within a specified period for the exercise of the right of withdrawal;

in the case of a non-prefabricated product which has been produced on the consumer's instructions or at his express request, or in the case of a product which is clearly personalized to the consumer;
in respect of a perishable or short-lived product;
in the case of a sealed product which, for reasons of health or hygiene, cannot be returned after opening after delivery;
in respect of a product which, by its nature, is inseparably mixed with another product after transfer;
in the case of an alcoholic beverage the actual value of which depends on market fluctuations beyond the control of the undertaking and the price of which was agreed by the parties when the contract of sale was concluded, but which is not performed until the thirtieth day after its conclusion;
in the case of a business contract where the business visits the consumer at the express request of the consumer to carry out urgent repair or maintenance work;
with regard to the sale and purchase of a sealed package of sound or images and a copy of computer software, if the consumer has opened the package after the transfer;
in respect of newspapers, periodicals and periodicals, other than subscription contracts;
in the case of contracts awarded by public auction;
in the case of a contract for the provision of accommodation, transport, car rental, catering or leisure services, with the exception of a residential service, if a performance date or time limit specified in the contract has been set;
in the case of digital content provided on non-tangible media, where the business has commenced performance with the consumer's express prior consent and the consumer has stated at the same time that he loses his right of withdrawal after the commencement of performance.

Supplies warranty, product warranty, warranty

This section of the consumer information was prepared pursuant to the authorization of Section 9 (3) of Government Decree 45/2014 (II.26.) Using Annex 3 of Government Decree 45/2014 (II.26.).

Supplies warranty

In what cases can you exercise your right to warranty for supplies?

In the event of faulty performance by the Seller, you may assert a warranty against the Seller in accordance with the rules of the Civil Code.

What rights do you have based on your warranty claim?

You can choose to have the following supplies warranty claims:

You may request a repair or replacement, unless it is impossible to meet the demand of your choice or it would incur a disproportionate additional cost to Seller in meeting your other demand. If you have not requested or could not request the repair or replacement, you may request a proportionate delivery of the consideration or the defect may be repaired at the expense of the Seller, or repaired by someone else, or - ultimately - withdraw from the contract.

You may transfer from your chosen supply warranty to another, however, you will bear the cost of the transfer, unless it was justified or given by the Seller.

What is the deadline for you to enforce your warranty claim?

You must report the defect immediately after it is discovered, but no later than two months after the defect is discovered. However, please note that you may no longer exercise your warranty rights beyond the two-year limitation period from the performance of the contract.

If the subject of the contract between the consumer and the business is a second-hand item, the parties may agree on a shorter limitation period; a limitation period of less than one year may not be validly established in this case either.

To whom can you assert your supply warranty claim?

You can assert your warranty claim against the Seller.

What are the other conditions for enforcing your warranty rights?

Within six months of performance, there are no conditions other than the notification of the defect to enforce your warranty claim if you certify that the product or service was provided by Seller. However, after six months from the date of performance, you must prove that the defect you identified already existed at the time of performance.

In the case of used products, the warranty and guarantee rights develop differently from the general rules. In the case of used products, we can also talk about defective performance, however, the circumstances on the basis of which the Buyer could expect certain defects to occur must be taken into account. Due to obsolescence, the occurrence of certain defects is becoming more frequent, as a result of which it cannot be assumed that a used product can have the same quality as a newly purchased one. Based on this, the Buyer can only enforce his warranty rights in respect of defects that are beyond the defects arising from the use and have arisen independently of them. If the used product is defective and the Customer, who qualifies as the Consumer, was informed about it at the time of purchase, the Service Provider is not liable for the known defect.

Product warranty

In what cases can you exercise your product warranty right?

In the event of a defect in a movable thing (product), you may - at your option - assert the warranty claim or product warranty claim.

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

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

In which case is the product considered defective?

A product is defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer.

What is the deadline for you to enforce your product warranty claim?

You can assert your product warranty claim within two years of the product being placed on the market by the manufacturer. Upon expiry of this period, he shall lose this right.

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

You can only make a product warranty claim against the manufacturer or distributor of the movable item. You must prove the defect of the product in the event of a product warranty claim.

In which cases is the manufacturer (distributor) released from its product warranty obligation?

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

the product was not manufactured or marketed in the course of his business, or
the defect was not detectable at the time of placing on the market according to the state of the art or
the defect of the product results from the application of legislation or a mandatory official regulation.
It is sufficient for the manufacturer (distributor) to prove a reason for the exemption.

Please note that due to the same error, you cannot claim a warranty for a product and a product warranty at the same time, in parallel. However, if your product warranty claim is successfully enforced, you can assert your warranty claim against the manufacturer for the replaced product or repaired part.

Warranty

In what cases can you exercise your right to warranty?

151/2003 on the mandatory warranty for certain durable consumer goods. (IX. 22.) of the Government, the Seller is obliged to provide a warranty for the new durable consumer goods listed in Annex 1 of the Decree (eg: technical articles, tools, machines), as well as their accessories and components within the scope specified therein (hereinafter - at this point - together referred to as a consumer good).

What rights do you have under the warranty and within what period?

Warranty rights

The Buyer is entitled to 151/2003. (IX. 22.) on the basis of the Government Decree, as a general rule, in the cases listed in the section "Rules related to the handling of warranty claims", he may claim a replacement and money refund as a warranty claim against the Seller.

The Buyer may, at his choice, also enforce his request for repair directly at the Seller's registered office, at any of its premises, branches and at the repair service indicated by the Seller on the warranty card.

Validation deadline

The warranty claim can be enforced during the warranty period, the warranty period is 151/2003. (IX. 22.) according to the Government Decree:

One year in the case of a sale price reaching HUF 10,000 but not exceeding HUF 100,000,

Two years in the case of a sale price exceeding HUF 100,000 but not exceeding HUF 250,000,

Three years over the sale price of HUF 250,000.

Failure to meet these deadlines will result in forfeiture, however, if the consumer product is repaired, the warranty period will be extended from the date of delivery for repair to the time during which the Customer was unable to use the consumer product as intended.

The warranty period starts when the consumer item is handed over to the Buyer, or if the commissioning is performed by the Seller or its agent, it starts on the day of commissioning.

If the Buyer puts the consumer goods into operation more than six months after delivery, the starting date of the warranty period is the day of delivery of the consumer goods.

Rules for handling warranty claims

When handling the repair, the Seller shall endeavor to make the repair within 15 days. The time limit for repair starts when the consumer goods are received.

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

If, during the first repair of a consumer product during the warranty period, the Seller finds that the consumer product cannot be repaired, the Seller shall replace the consumer product within eight days, unless otherwise provided by the buyer. If it is not possible to exchange the consumer goods, the Seller is obliged to reimburse the purchase price to the buyer within eight days.

By accepting the GTC, the Buyer agrees that the information may be provided to him / her electronically or in another way suitable for the proof of receipt by the Buyer.

If the Seller is unable to repair the consumer goods within 30 days:

if the Buyer has consented to this, the repair may be made to him at a later date, or

if the Buyer does not consent to the subsequent performance of the repair or has not made a statement in connection therewith, the consumer goods must be replaced within eight days after the expiration of the thirty-day period, or

if the Buyer does not consent to the subsequent performance of the repair or has not stated in connection therewith, but it is not possible to replace the consumer goods, the sale price on the consumer goods invoice or receipt must be reimbursed within eight days after the thirty-day deadline.

If the consumer product fails for the 4th time, the Buyer is entitled to:

contact the Seller for repair, or

instead of the need for rectification, Act V of 2013 on the Civil Code 6: 159. § (2) b) to request a proportionate delivery of the purchase price from the Seller, or

instead of the need for rectification, Act V of 2013 on the Civil Code 6: 159. § (2) b) to repair the consumer item at the expense of the Seller or to have it repaired by another, or

if the Buyer does not exercise these rights (repair, price reduction and other repairs at the expense of the Seller) or does not declare them, the consumer product must be replaced within 8 days, if it is not possible to replace the consumer product, on the consumer product account, or the sales price on your receipt must be refunded to him within eight days.

Exceptions

The requirements under "Warranty Claim Rules" do not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, caravans, caravans, trailers, and motorized watercraft.

However, in the case of these products as well, the Seller is obliged to endeavor to fulfill the repair request within 15 days.

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

What does the warranty have to do with other warranty rights?

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

Consumables with a fixed connection that are subject to the mandatory warranty according to Government Decree 151/2003 or that weigh more than 10 kg or cannot be transported as a manual package on public transport vehicles, with the exception of vehicles, must be repaired at the place of operation. If repairs cannot be carried out at the place of operation, dismantling and installation, as well as transport and return, will be provided by the company or, in the case of a direct repair request, by the repair service.

The seller's undertaking during the term of the compulsory guarantee may not contain conditions for the consumer which are more unfavorable than the rights guaranteed by the rules of the compulsory guarantee. Thereafter, however, the terms of the voluntary warranty can be freely determined, however, the warranty in this case may not affect the existence of the consumer's rights arising from legislation, including the warranty of supplies.

Replacement request within three working days

In the case of sales through a web store, the institution of the exchange request within three working days also applies. Replacement requests within three working days are subject to 151/2003. (IX. 22.) may be enforced in the case of new durable consumer goods, according to which if someone validates the institution of the exchange request within 3 working days, the seller must interpret this as meaning that the product was already defective at the time of sale and you must replace the product without further ado.

When is Seller released from its warranty obligation?

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

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