

General Terms and Conditions

Terms and Conditions

GENERAL TERMS AND CONDITIONS (GTC)

1. Details of the website operator (hereinafter Seller):

Company name: Naspolyafa Kft.

Headquarters: 2116 Zsámbok, Szent László utca 56.

Company registration number: 13-09-153914

Register keeping body: Commercial Court of the Budapest District

Tax number: 23810350-2-13

Representative: Managing Director Matthew Hayes

Phone number: 0670/614 0772

E-mail address: info@zsambokibiokert.hu

Details of the hosting provider: Name: Tárhelypark Kft.

Place of business: 1132 Budapest, Victor Hugo utca 18.-22.

E-mail address: info@tarhelypark.hu.

Phone number: +3617004140

With respect to Seller, the Code of Conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers is not applicable. The data controller is a member of the Pest County and Érd County Municipal Chamber of Commerce and Industry.

1. Seller's website address:

www.zsambokibiokert.unas.hu

1. Availability of the General Terms and Conditions:

The Seller publishes the currently applicable General Terms and Conditions on its website and makes them available to its customers by e-mail.

1. Content of the General Terms and Conditions:

These General Terms and Conditions contain the rights and obligations of the Buyer using the commercial services provided by the Seller, and the terms and conditions of the agreement between the contracting parties. These terms and conditions constitute general terms and conditions pursuant to Section 5. §. (1) of Act CVIII of 2001 regarding certain issues of electronic commerce services and information society services. The relevant information and regulations with the provisions of Government Decree 45/2014. (II. 26.) on detailed rules for contracts between a consumer and a business are also applicable.

These General Terms and Conditions cover all sales and the use of services initiated by the Buyer when ordering from the Seller. During the purchase, the Buyer, if they wish to use the services of the Seller, are obliged to accept the provisions of these General Terms and Conditions, which can be done by confirming with the Seller. Upon acceptance of the provisions of the General Terms and Conditions, a contract in accordance with these General Terms and Conditions shall be concluded between the Seller and the Buyer. Certain provisions of these General Terms and Conditions apply only to Customers acting as Consumers.

1. Scope of the General Terms and Conditions:

These Terms and Conditions will enter into force on December 14, 2020, which coincident with the date of publication of the Terms and Conditions on the website. The provisions of the General Terms and Conditions shall apply to all Buyers and purchases from the date on which the General Terms and Conditions enter force.

Before placing the order, the Buyer declares that he/she is aware of the provisions of the up-to-date General Terms and Conditions, has read and understood the provisions thereof, acknowledges and expressly accepts them. By sending the order, the Buyer acknowledges that the applicable General Terms and Conditions are integral to the contract between the parties.

The Seller reserves the right to amend the provisions of these General Terms and Conditions. In case of modification, the General Terms and Conditions which are valid and in force at the time the order is sent will apply.

1. Purchase procedure, conclusion of contract:

The contract enters force when the Buyer orders the product, sending an order to the Seller (the Seller expressly accepts the Buyer's offer) and confirms it by sending an e-mail to the e-mail address provided by the Buyer, in compliance with data protection provisions. The Seller has the right to withdraw from the contract even after the confirmation e-mail has been received, if it is for reasons which could not have been foreseen (eg: the product is no longer distributed, significant shortage of goods, force majeure, illness, etc.). In case of withdrawal, the Seller is obliged to settle with the Buyer if money or goods have been transferred.

The products sold by the Seller are presented on the website www.zsambokibiokert.unas.hu. The Seller does not accept responsibility for any potential typing errors or incorrect data.

Categories are selected by clicking "Products" on the website. The Buyer selects the product category and product. The Buyer puts the product to be purchased in the "Cart", while indicating the quantity.

By clicking the "Cart" icon in the upper right corner of the website, it is possible to open the cart and view its contents, which include both the product number and quantity of the items selected. By leaving the shopping cart or clicking on the "Back" button, it is

possible for the Customer to continue reviewing and selecting products for purchase from the website.

During the purchasing process, it is possible to view or modify the contents of the cart. If the basket does not contain the desired quantity, the Buyer can enter the number of the quantity to be ordered in the data entry field in the "Quantity" column and then press the "Change" button.

Once all the desired products have been added to the cart, the Buyer can initiate the ordering process by pressing the "Order" button.

The Buyer can choose to buy in the web store either after registration or without registering. After logging in (by entering an e-mail address and password), registered customers can view their previous orders, and the current status and condition of ongoing orders, and it will be easier for them to place another order, as they do not have to re-enter their details.

Buyers who have already registered can proceed by entering the required data (username, password).

If the Buyer wishes to register on the website, he/she selects the "Registration" option and fills out the registration page. If the Buyer does not wish to register, he/she selects the "purchase without registration" option and provides the necessary personal details to complete the order.

In the next window, the Buyer's personal data (email address, telephone number, billing data) are entered.

If the billing and shipping details are different, then the "Shipping details are the same as billing information" box should be unchecked, and the shipping details must be provided. The Buyer may then proceed by pressing the "Next" button.

The delivery and payment method will then be selected, after which the Buyer can proceed by again pressing the "Next" button.

The Buyer has the opportunity to write a comment next to the order, this can be entered in the box provided.

After reviewing the summary – providing that the Buyer finds everything satisfactory – the order can be sent by pressing the "Order" button. If the Buyer detects an error, pressing the back arrow will return the website to the previous page, making it possible to implement the necessary changes.

The information provided on the website does not constitute an offer for the conclusion of a contract by the Seller. In the case of orders covered by these General Terms and Conditions, the Buyer qualifies as a bidder and the contract is concluded by the acceptance of the offer made by the Buyer through the website in accordance with the provisions of these General Terms and Conditions.

By pressing the "Order" button, the Buyer expressly acknowledges that the offer is considered to have been made, and this statement – in case of confirmation by the Seller in accordance with these General Terms and Conditions – entails an obligation to pay.

The receipt of the order by the Seller will be confirmed in the form of an automatic reply message. If necessary, the Seller's representative will contact the Buyer by phone, or in the form of an e-mail. The placing an electronic order on the website and the sending of an automatic confirmation, does not mean that the contract between the Buyer and the Seller has been concluded. The confirmation sent by e-mail only confirms the receipt of the order by the Seller.

The contract between the parties is concluded when the Seller declares that the Buyer's order is accepted. Contact by telephone or e-mail does not entail any additional costs for the Buyer: the cost is borne entirely by the Seller.

If the Buyer sends an order on the website of the web store and the Seller confirms the order by e-mail (explicitly accepting the Buyer's offer) a sales contract is concluded between the Buyer and the Seller. (If the e-mail confirming the receipt of the order is not received by the Customer within 48 hours, the Customer is released from the obligation to make an offer and is not obliged to purchase the ordered product.)

The Buyer accepts that a contract concluded in this way is not considered to be concluded in writing and is governed by the law of Hungary. The provisions of these General Terms and Conditions shall apply to the contract.

The contract is created in Hungarian, the webshop and the Seller store the order in electronic form. The contract is not registered in any other way, and so cannot be retrieved later.

It is also possible to place an order by e-mail with the Seller or through the ordering process on the public website. Details related to the products and the order will be agreed by e-mail, the price of the products and the deadline for fulfillment will also be communicated by the Seller to the Buyer by e-mail. If the Buyer accepts the Seller's offer, a contractual relationship will be established between the parties. Otherwise, the provisions of these General Terms and Conditions also apply to such orders.

1. Customer service:

The Seller will answer the Buyer's questions related to the order as specified in these General Terms and Conditions: between 8am and 5pm on working days.

1. Sales price:

The prices indicated in the online store and in the Seller's price list or in a separate offer are valid consumer prices, the currency of which is the Hungarian Forint, and include General Sales Tax. The delivery fee is not included in the price of the product. The delivery cost is always borne by the Buyer, unless the Seller provides other information.

The Seller reserves the right to change the price.

After the confirmation sent by the Seller, the final amount to be paid for the order does not change. However, if due to some technical error or spelling, an incorrect price differing significantly from the market price appears in the offer / price list / website, the Seller will contact the Buyer by phone (or e-mail) for consultation before the delivery of the ordered product. Such orders are not considered valid by the Seller, and the Seller shall not be liable for any resulting damages. The Seller will make every effort to accurately display product prices. If, despite all care, an incorrect price is indicated, the Seller shall not be obliged to sell the product at the incorrect price.

1. Opportunity to correcting data entry errors:

During the purchasing process, the Buyer has the opportunity to correct or delete data which has been entered. If the Buyer has already proceeded past the page on which the erroneous data was entered, but has not yet finalized the order, then it is advisable to click the back button on the browser until the desired page is displayed, where it is possible to make the change.

If the Buyer wishes to change the provided data after sending the order, the Seller may indicate this to the Seller using the contact details provided in these General Terms and Conditions.

By finalizing the order, the Buyer acknowledges that the Seller cannot be held liable for damages resulting from the Buyer's incorrect data entry or inaccurate data.

An inaccurate e-mail address provided during the order, or a lack of space caused by a full e-mail inbox, may impede confirmation, preventing the conclusion of the contract. In such cases, the Seller will try to contact the Buyer by other methods.

1. Terms of payment:

The Seller can be paid in advance by bank transfer or credit card, or by cash on delivery.

Advance payment: in this case, the Buyer transfers the value of the product to be purchased to the Seller's bank account. Upon receipt of the amount to the Seller's bank account, the Seller will arrange for the delivery / handover of the product.

Credit card payment (Borgun): During the purchase process on the website, the Buyer will be redirected to the secure page of Borgun, which can be used in Hungarian. The amount to be paid is transferred over from the web store, which can also be checked by the Buyer. The name on the card must be provided, as well as the card number and validity period, as well as the authentication CVV / CVC code. After entering this data and clicking on the validation button, the transaction will take place within a few seconds, the success of which will also be notified to the Customer. Credit cards suitable for payment in the Borgun system are Visa, Visa Electron, MasterCard and MasterCard Maestro.

The Seller declares that in the case of payment by credit card, it neither manages, collects or stores any card data required for the payment transaction, and does not have access to this data in any way. Otherwise, the handling of personal data is governed by the provisions of the Data Management Information.

The Seller shall not be liable for any errors that may occur during payment by credit card. When making a payment, the Buyer is responsible for ensuring that he/she is authorized to use the payment method and instrument provided, and that the payment information provided is true and accurate.

Payment by credit card (Paylike): During the purchase process on the website, the Buyer will be redirected to the secure page of Paylike, which can be used in Hungarian. The amount to be paid is transferred over from the web store, which can also be checked by the Buyer. The name on the card must be provided, as well as the card number and validity period, as well as the authentication CVV / CVC code. After entering this data and clicking on the validation button, the transaction will take place within a few seconds, the success of which will also be notified to the Customer. Credit cards suitable for payment in the Paylike system are Visa, Visa Electron, MasterCard and MasterCard Maestro.

The Seller declares that in the case of payment by credit card, it neither manages, collects or stores any card data required for the payment transaction, and does not have access to this data in any way. Otherwise, the handling of personal data is governed by the provisions of the Data Management Information.

The Seller shall not be liable for any errors that may occur during payment by credit card. When making a payment, the Buyer is responsible for ensuring that he/she is authorized to use the payment method and instrument provided, and that the payment information provided is true and accurate.

Payment by cash on delivery: Payment for the product can be made by cash on delivery, in which case the Buyer is obliged to pay the courier the final amount for the order in cash.

The Seller, in compliance with its legal obligation, draws the Buyer's attention to the fact that making a contractual statement (ordering a product) entails a payment obligation to be fulfilled in favor of the Seller.

The Buyer agrees to receive the invoice issued for the value of the ordered product in an exclusively electronic form, to the e-mail

address provided by him/her. The Buyer must ensure that the invoice can be delivered electronically and that technical settings (e.g. firewalls) do not prevent this. In case of a change of electronic mail address, the Buyer is obliged to notify the Seller by e-mail.

1. **Terms of delivery:**

The products ordered from the webshop operated by the Seller are delivered to the Buyer by Aranykerék Futárszolgáltató Kft.

In case of home delivery, the courier will deliver the package to the address provided by the Buyer. After the courier hands over the product to the Buyer, the Buyer is obliged to make sure that the product is intact. If the product arrives damaged, it should be recorded in the courier service employee's notebook. The Seller will only accept complaints of this sort in this form.

The delivery cost is always borne by the Buyer, who is obliged to pay the delivery fee.

In addition, it is possible to pick up the products in person at a pre-arranged time and at designated locations. In the case of personal collection, the product will only be handed over to the Buyer if it has been paid for.

1. **Fulfilment Time**

The date of fulfilment is the date of delivery of the ordered product to the Buyer. The ordered products will be delivered by the Seller within 8 days at the latest.

In case of high demand, the delivery of the ordered product may take longer.

1. **Additional information and liability related to the products sold by the Seller:**

The Seller shall not be liable for any diseases, health problems or damages resulting from improper use of the products it sells, or for use beyond the warranty period.

The Seller does not enter into contracts with minors. By accepting these General Terms and Conditions, the Buyer declares that he/she is 18 years of age at the time of concluding the contract.

The Buyer acknowledges that it is not possible to refund the purchase price of the ordered product – in the case of a perishable or short-lived product – within 48 hours prior to the date of fulfilment. Withdrawal from the order can only be exercised beforehand.

If the Seller is unable to fulfill the order for any reason (e.g. force majeure, lack of goods, illness, etc.):

- the order is replaced with a similar product (for the same or greater value) instead of the product ordered, or
- credits the Buyer the price of the product, which amount can be used in a later purchase

1. **Data protection:**

The Seller handles personal data only in accordance with the provisions of the applicable legislation, in strict compliance with the provisions of data management and data protection provisions, taking into account the principles of legality, fair procedure and transparency, purposefulness, data saving, accuracy and limited storage.

The Seller shall take all technical and organizational measures to ensure that the personal data of the Buyer is secure in accordance with the European Parliament and Council (EU) 2016/679. as required by this Regulation.

The Data Management Information on the handling of personal data is also available on the Seller's website and at its registered office.

1. **Right of withdrawal:**

In the case of off-premises and third-party contracts, the Buyer (Consumer) has the right to withdraw without justification within 14 calendar days from the date of receipt of the product. The Buyer may also exercise the right of withdrawal in the period between the date of concluding the contract and the receipt of the product. In the case of a written withdrawal, it is sufficient to send the statement of withdrawal within 14 calendar days. The Buyer may exercise this right by making a clear statement to this effect or by means of the model statement of withdrawal / termination contained in Annex 2 to Government Decree 45/2014. (II. 26.).

Sample statement for withdrawal

Addressee: Naspolyafa Kft.

Address: 2116 Zsámbok, Szent László utca 56.

I, the undersigned declare that I exercise / exercise my right of withdrawal / termination in respect of a contract for the sale of the following product (s) or the provision of the following service:

Date of conclusion of contract / date of receipt:

Name of consumer (s):

Address of consumer (s):

Please return the purchase price to the following bank account number (fill in if the purchase price is to be repaid by bank transfer):

Signature of consumer (s): (paper request only)

Dated:

The Buyer may send the statement to the Seller by e-mail (info@zsambokibiokert.hu) or in the form of a postal letter addressed to its registered office (Naspolyafa Kft. 2116 Zsámbok, Szent László utca 56.). The deadline described above shall be deemed fulfilled if the Buyer notifies his intention to withdraw no later than the 14th day from the receipt of the product. The burden of proof in this regard shall be on the Buyer. If the Buyer withdraws from the contract in this way, the Seller shall reimburse the full amount paid by the Buyer as consideration, including the costs incurred in connection with the performance, immediately, but no later than within 14 calendar days of becoming aware of the withdrawal. The Seller shall refund the amount returned to the Buyer in the same way as the payment method used by the Buyer. With the express consent of the Buyer, the Seller may use another method of payment for the refund, but the Buyer shall not be charged any additional fees as a result.

If the Buyer has explicitly requested another method of delivery, rather than the least expensive method of delivery, the Seller shall not be obliged to reimburse the resulting additional cost.

The Seller is entitled to withhold the consideration for the product and the costs incurred during the purchase until the Buyer has returned the product or has not supplied credit to support that it has been returned, the earlier of the two dates being taken into account. The Buyer must return the purchased product to the Seller in an undamaged and complete condition without undue delay, but no later than within 14 calendar days from the notification of the intention to withdraw. The deadline is considered to have been met if the product is sent before the 14-day deadline. The direct cost of returning the product is borne by the Buyer. The Seller is not obliged to accept the product returned by cash on delivery or by post, as the shipping costs related to the return are borne by the Buyer.

The Buyer shall only be liable for the depreciation of the product if it has occurred due to use in excess of that necessary to determine the nature, properties and operation of the product.

The above right of withdrawal does not apply to the Buyer:

- **in the case of a perishable or short-lived product,**
- **or in the case of a sealed product which, for reasons of health or hygiene, cannot be returned after opening on delivery,**
- **in respect of a product which, by its nature, is inseparably mixed with other products after delivery.**

1. Warranty:

The Seller accepts warranty obligations for products sold by it in the event of a defect in the product.

A product is defective if it does not meet the quality requirements set out in the contract or in law at the time of fulfilment. The Seller shall not be deemed to be in the wrong if the Buyer was aware of the defect at the time of concluding the contract or should have known the defect at the time of concluding the contract.

In the event of a defect in the purchased product, the Buyer may assert a warranty claim for supplies or products, or in certain cases a warranty claim. The procedure is governed by the provisions of Decree 19/2014. (IV. 29.) NGM.

1. Supplies warranty:

In which case can the Buyer exercise warranty right on purchases?

In the event of incomplete fulfilment by the Seller, the Buyer may assert a warranty claim against the Seller in accordance with the rules of the Civil Code.

What rights does the Buyer have based on the supply warranty?

The Buyer may choose to make the following warranty claims: he/she may request repair or replacement, unless it is impossible to fulfill the option chosen by the Buyer, or would result in a disproportionate additional cost to the Seller compared to the fulfillment of an alternative demand. If the Buyer has not requested or could not request repair or replacement, he/she may request a proportionate delivery of the consideration, or the Buyer may correct the defect at the Seller's expense or have it repaired or, as a measure of last resort, withdraw from the contract. The Buyer may transfer his/her chosen right of warranty to another, but the cost of the transfer shall be borne by the Buyer, unless it was justified or given by the Seller.

What is the deadline for the Buyer's warranty claim?

The Buyer is obliged to report any defect immediately upon discovery, but within no later than two months of the discovery of the defect. However, after the expiration of the two-year statutory limit from the performance of the contract, the Buyer may no longer exercise his/her warranty rights. In the case of a used item, this period is 1 year.

Against whom can the Buyer's warranty claim be asserted?

The Buyer may assert his/her warranty claim against the Seller.

What are the additional conditions for enforcing the Buyer's warranty rights?

Within 6 months of fulfilment of the contract, there are no other conditions for the validation of the Buyer's warranty claim in addition to the notification of the error, if the Buyer can prove that the product or service was provided by the Seller. However, after the expiration of six months from fulfilment, the Buyer is obliged to prove that the defect recognized by the Buyer already existed at the

time of fulfilment.

1. **Product Warranty**

In which instances can the Buyer exercise product warranty rights?

In the event of a defect in a movable thing (product), the Buyer may, at his/her choice, assert the right of warranty or make a claim for product warranty.

What rights does the Buyer have based on his/her product warranty claim?

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

In which circumstances 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 the Buyer to enforce the product warranty claim?

The Buyer may assert the product warranty claim within two years from the time when the product was placed on the market by the manufacturer. Upon expiry of this period, this right shall be lost.

Against whom and under what additional circumstances may the Buyer assert a product warranty claim?

The Buyer may only exercise a product warranty claim against the manufacturer or distributor of a movable item. The defect of the product must be proven by the Buyer in the event of a product warranty claim.

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

The manufacturer (distributor) is only released from the product warranty obligation if it can be proven that:

- the product was not manufactured or marketed within its regular business activities, or
- the defect could not have been recognized through scientific and technical knowledge available at the time the product was placed on the market, or
- the defect of the product resulted from the application of legislation or a mandatory official regulation.

It is sufficient for the manufacturer (distributor) to prove one reason for the exemption. The Buyer cannot enforce a warranty claim and a product warranty claim at the same time, in parallel with each other, based on the same defect. However, in the event that a product warranty claim is successfully concluded, the Buyer may enforce his/her warranty claim against the manufacturer for the replaced product or repaired part.

1. **Procedure for making a warranty claim:**

If the Buyer wishes to enforce the warranty right in relation to the product sold by the Seller, he/she can do so by presenting a document (invoice) (or a copy thereof) certifying the fact of concluding the contract. Claims can be made in person or in writing (by post or e-mail).

1. Claims made in person:

The Buyer may personally make his/her warranty claim at the Seller's registered address (Naspolyafa Kft. 2116 Zsámbok, Szent László utca 56.).

The Seller shall keep a record of the claim, listing:

- the name and address of the Buyer,
- the name of the product, the purchase price,
- the date of purchase,
- the date on which the defect was reported,
- a description of the defect,
- the claim asserted by the Buyer,
- the method for resolving the complaint.

If the method for resolving the complaint differs from that requested by the Buyer, the Seller shall record the reasons therefore in a written note. A copy of the note shall be provided by the Seller to the Buyer.

1. Claims made in writing:

The Buyer may claim his/her warranty or guarantee rights by sending a letter to the Seller by post (Naspolyafa Kft. 2116 Zsámbok, Szent László utca 56.) or by e-mail

(info@zsambokibiokert.hu).

The letter must include:

- the name and address of the Buyer,
- the name of the product, the purchase price,

- the date of purchase,
- the date on which the defect was reported,
- a description of the defect,
- the claim asserted by the Buyer.

If the Seller is unable to declare the feasibility of the Buyer's request at the time of its notification, it is obliged to notify the Buyer of its position within 3 working days at the latest. The Seller will endeavor to make any repairs or supply replacements within a maximum of 15 days.

The product will be accepted for repair by the Seller against a receipt. The receipt shall indicate the name and address of the Buyer, the data necessary for the identification of the product, the time of receipt of the product and the date of receipt of the repaired product.

1. **Complaint handling related to the activities of the Seller:**

If the Buyer is not satisfied with the product sold by the Seller, or with the Seller's service and would like to file a complaint with the Seller, orally or in writing, this can be done by post (Naspolyafa Kft. 2116 Zsámbok, Szent László utca 56.) or in the form of an e-mail (info@zsambokibiokert.hu).

The Seller shall investigate all complaints. The Seller shall immediately investigate the oral complaint and remedy it if necessary. If the Buyer does not agree with the handling of the complaint, or it is not possible to investigate the complaint immediately, the Seller shall immediately take note of the complaint and its position and, in the case of an oral complaint, provide a copy to the Buyer on the spot.

In the case of an oral complaint communicated by telephone or other electronic communication service, written acknowledgement must be sent to the Buyer at the latest within 30 days – in accordance with the regulations for the response to the written complaint – at the same time as the substantive response.

The Seller shall respond to the written complaint in writing, judging its merits and taking action to communicate it, within thirty days of its receipt, unless otherwise provided by a directly applicable legal act of the European Union. A shorter or a longer deadline may be legally decreed. The Seller is obliged to justify its position rejecting the complaint. An oral complaint communicated by telephone or electronic communication service must be provided with a unique identification number by the Seller.

The record of the complaint must include the following:

- the name and address of the Buyer,
- the place, time and manner in which the complaint was lodged,
- a detailed description of the Customer's complaint, a list of written statements, documents and other evidence presented by the Customer,
- a statement by the Seller of its position on the Buyer's complaint, if an immediate investigation of the complaint is possible.
- the signature of the person who recorded this information and, with the exception of an oral complaint communicated by telephone or by electronic means, by the Buyer,
- the place and time where the information was recorded,
- in the case of an oral complaint communicated by telephone or other electronic communications service, the unique identification number of the complaint.

The Seller is obliged to keep a record of the complaint and a copy of the response for 5 years, and to present it to the inspection authorities upon request.

If the complaint is rejected, the Seller is obliged to inform the Buyer in writing which Authority or Conciliation Board he/she may initiate further procedures with his/her complaint. The information shall also include the registered office, telephone and Internet contact details and mailing address of the competent Authority or Conciliation Body of the Buyer' registered place of residence or domicile. The information shall also make clear that the Seller may use the Conciliation Board procedure to settle the consumer dispute.

1. **Conciliation Board, Consumer Protection:**

The Seller hereby informs Buyers that if the Buyer does not agree with the Seller's response to his/her complaint, he/she may contact the following authorities:

To initiate Conciliation Board proceedings, the Buyer may apply to the Conciliation Board of the Buyer's registered domicile or to the Conciliation Board of the Seller's registered place of business.

Conciliation Board of the Seller's registered place of business:

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

Contact details of each regionally competent Conciliation Body:

Baranya County Conciliation Board

Address: 7625 Pécs, Majorossy I. u. 36.
Telephone 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.
Telephone 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.
Telephone 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.
Telephone 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.
Telephone 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.
Telephone 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.
Telephone 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.
Telephone 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.
Telephone 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.
Telephone 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. emelet 305-306.
Telephone Number: 06-56-510-621, 06-20-373-2570

Fax: 06-56-510-628
E-mail: bekeltetotestulet@jnszmik.hu

Komárom-Esztergom County Conciliation Board

Address: 2800 Tatabánya, Fő tér 36.
Telephone 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.
Telephone 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. emelet 240.
Levelezési Address: 1364 Budapest, Pf.: 81
Telephone 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.
Telephone 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.
Telephone 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. emelet
Telephone 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.
Telephone Number: 06-94-312-356
Fax: 06-94-316-936
E-mail: vmkik@vmkik.hu

Veszprém County Conciliation Board

Address: 8200 Veszprém, Radnóti tér 1. földszint 116.
Telephone 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.
Telephone Number: 06-92-550-513
Fax: 06-92-550-525
E-mail: zmbekelteto@zmkik.hu

The Conciliation Board is an independent body operating alongside the county chambers of commerce and industry and the Budapest Chamber of Commerce and Industry. The purpose of their establishment was to attempt to resolve disputes between the Buyer and the Seller out of court, primarily to establish an agreement between the two parties and thus to facilitate the enforcement of consumer rights quickly, easily and efficiently.

The condition for contacting the Conciliation Board is that the Buyer attempts to settle the dispute directly with the Seller. The

procedure of the Conciliation Board is free of charge, the Buyer can only incur a payment obligation if the Board decides to the detriment of the Buyer.

The proceedings of the Conciliation Board shall be initiated at the request of the Buyer. The request shall be made in writing to the Chair of the Conciliation Body: the written requirement may be made by letter, telegram, telegraph or fax, as well as by any other means which allows the recipient to store the data addressed to him permanently for a period appropriate to the purpose of the data, and to display the stored data in an unchanged form and content.

The application must include:

- the name and registered place of residence or domicile of the Buyer,
- the name and registered place of business of the Seller,
- the designation of the Authority requested in place of the competent Conciliation Body,
- a brief outline of the Buyer's position, the supporting facts and their evidence,
- a statement by the Buyer that the Buyer has made a direct attempt to settle the dispute with the Seller,
- a statement by the Buyer that no proceedings have been initiated by another Conciliation Body in the matter, no mediation proceedings have been initiated, no claim has been filed or no application has been made for the issuance of a payment order,
- a motion for a decision by the Authority,
- the signature of the Buyer.

The application must be accompanied by the document or a copy thereof (extract) to which the Buyer refers as evidence, in particular the Seller's written statement rejecting the complaint, failing which other written evidence available to the Buyer showing the attempt at resolution.

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

If the Buyer perceives a violation of consumer rights, he/she is entitled to file a complaint with the competent Consumer Protection Authority, depending upon his/her place of residence. Following the assessment of the complaint, the Authority shall decide on the conduct of the consumer protection proceedings. Within consumer protection, first-level official tasks are performed by the competent district offices, according to the consumer's place of residence. The list of these offices can be found here: <http://jarasinfo.gov.hu/>

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

1. Miscellaneous and final provisions:

Should a binding legal provision or court decision restrict or invalidate any provision of these General Terms and Conditions, it shall not affect the validity of the other provisions of the General Terms and Conditions.

With regard to issues not regulated in these General Terms and Conditions, the Hungarian Civil Code (Act V. of 2013) and other relevant legal provisions shall apply.

1. Primary relevant legislation:

The contract concluded between the parties is governed, in particular, by the following legislation:

- 1997 CLV. Consumer Protection Act;
- Act CVIII. of 2001, governing certain aspects of electronic commerce and information society services;
- Act V. of 2013 on the Civil Code;
- Government Decree 45/2014 (II.26) on the detailed rules of contract between a consumer and a business;
- - NGM Decree 19/2014 (IV. 29.) on the procedural rules for handling warranty and guarantee claims for items sold under contract between a consumer and a business.

These General Terms and Conditions shall enter into force on December 14, 2020 and shall apply to orders and contracts entered into thereafter.