

Terms and Conditions - HungaryPlace

The General Terms and Conditions (hereinafter: GTC) contain the general contractual terms governing the use of the webshop operated by [CÉG NÉV] ([székhely:], [adószám:]), as service provider (hereinafter: Service Provider). Please use our services only if you agree with all provisions and accept them as binding upon you. This document is not filed and is concluded exclusively in electronic form (it does not constitute a written contract); it does not refer to any code of conduct.

The GTC can be downloaded from the following link: [GTC.pdf](#)

The Seller reserves the right to amend these General Terms and Conditions unilaterally. Any order placed after an amendment shall constitute acceptance of these GTC and all amendments in force.

Service Provider details:

Name of the Service Provider: Litkei Máté EV

Registered office of the Service Provider: 7900 Szigetvár, Perczel Mór utca 1.

Postal address of the Service Provider: 7900 Szigetvár, Perczel Mór utca 1.

Registration number: 57750062

Tax number: 59701916-2-22

Name of the authority maintaining the register (company court): NAV

Phone: +36 30 324 7504

Bank account number:

Data protection registration number:

Licence number:

Language of the contract: Hungarian

Hosting Provider

Name: InfoNetfort Kft.

Address: 7900 Szigetvár, Szent István ltp 17. IV/25.

Phone: +36-30/530-2953

Email: kapcsolat@netfort.hu

Web: www.netfort.hu

Tax number: 26648082-2-02

Company registration number: 02 09 084205

Basic Provisions

Matters not regulated by these GTC, as well as the interpretation of these GTC, shall be governed by Hungarian law, with particular regard to Act V of 2013 on the Civil Code ("Civil Code"), Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services, and Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the applicable legislation shall apply to the parties without any specific stipulation.

1. CONCLUSION OF THE CONTRACT

These GTC contain the contractual terms established between the Seller and the Customer. Documents closely related to the contract include the warranty certificate relating to the Product and the invoice issued by the Seller.

1.1. By placing an order on shop.hungaryplace.hu, the Customer accepts the communication channel (telephone or email) through which the Seller enables the ordering of the product.

1.2. The notification received by the Customer by telephone or email after placing the Order is for

information purposes only and does not constitute confirmation of the Order by the Seller.

1.3. The Seller reserves the right to confirm a quantity lower than the quantity stated in the Order placed by the Customer. The Customer will be informed of this via the telephone number and/or email address provided in their user account. In such cases, the Seller shall refund the purchase price already paid by the Customer for Products not confirmed by the Seller.

1.4. The Contract between the Seller and the Customer is concluded when the Customer receives notification from the Seller by email and/or SMS confirming/finalising the Order, which notification also includes confirmation that the Products ordered by the Customer have been handed over to the courier service.

1.5. If the Customer provides false information when finalising the order, no distance contract shall be concluded. Both the Operator and the Seller exclude all liability arising from such contracts.

2. SPECIAL PROVISIONS RELATING TO ONLINE SALES

2.1. Any User/Customer may access the website. The Operator reserves the right to restrict the Customer's entitlement and access to place an Order and/or select and use a particular payment method if the Customer's activities on shop.hungaryplace.hu may endanger the proper operation of the website and/or cause damage to the Operator/Seller.

2.2. The Customer may contact the Seller using the contact details shown under the "Contact" section on the product page.

2.3. Product prices displayed on the Website are stated in Hungarian forints (HUF) and include VAT, but do not include any fee associated with the selected payment method, which the Customer must pay in addition to the Product price if using the relevant service.

2.4. In accordance with the conditions prescribed by law, the prices shown on the website for electrical equipment and other products subject to environmental product fees under applicable legislation include the Environmental Product Fee.

2.5. In the case of online payments (online bank card payment or bank transfer), the Seller shall not be liable for any additional costs incurred by the Customer that depend on the payment method selected by the Customer or the Customer's card-issuing bank (including, but not limited to, exchange rates and other charges). The Customer is responsible for the consequences arising from the selected payment method.

2.6. Information used to describe Products on the Website (static/dynamic images/multimedia presentations, etc.) does not constitute a binding offer by the Seller and is provided solely for presentation purposes.

3. AUTHORISATION

The Seller may engage a third party to perform Services relating to the processing of the Order (delivery, packaging, etc.) without separately informing the Customer. This does not require the Customer's consent. However, the Seller shall remain responsible for fulfilling its obligations arising from the Contract concluded with the Customer.

4. ORDER

4.1. After placing the selected products in the basket, the contents of the basket may be freely modified. If, after checking it, the Customer submits the completed basket by "clicking", all

products in the basket are ordered and the Customer accepts that placing the order entails an obligation to pay.

4.2. The submitted details of an order may be amended in writing or by telephone after submission but before delivery. When placing a new order, the Customer may of course amend their details. The Seller stores the Customer's data, login and order information for one year from home delivery, but the contract shall not be considered to have been made in writing and shall not be filed.

4.3. The Customer acknowledges that, after a product has been placed in the basket, the product(s) may only be purchased if the Service Provider has sufficient stock available to fulfil the order.

4.4. By finalising the order, the Customer confirms that the information provided and required for the purchase is true and may be used to fulfil the order and conclude the contract. By finalising the order, the Customer undertakes to pay the consideration for the order using the selected payment method; otherwise, the Seller may refuse to fulfil the order.

4.5. By finalising the order, the Customer consents to the Service Provider contacting them, if necessary, using any of the contact details provided (typically email or telephone).

4.6. The Service Provider may declare the Customer's order void or non-existent, subject to prior notification of the Customer, without either party subsequently having any obligation towards the other on this basis or either party being entitled to claim damages from the other, in the following cases:

4.6.1. If the Customer has selected an online payment method and the card-issuing financial institution does not authorise the transaction, or if the Customer has selected an online payment method and our online payment partner is unable to validate the transaction.

4.6.2. The information provided by the Customer is false, incomplete or does not enable fulfilment of the order.

4.6.3. If the Customer fails to pay the purchase price of the ordered product to the Service Provider within 5 days. In this case, the Service Provider is entitled to cancel the order.

4.6.4. The order is placed by a person lacking legal capacity or by a minor.

4.7. Pursuant to Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, the Customer (if acting as a Consumer) has the right to withdraw from the contract. The Seller provides Customers with this right within 14 days of receipt of the product. If the total amount of the order has been paid and the Customer has notified the Seller of their intention to withdraw from the contract within the applicable time limit, the Seller undertakes to refund the purchase price of the product within no more than 14 days of receiving the Customer's notification. Detailed conditions of withdrawal are contained in the information published on the Website.

Exceptions to the right of withdrawal from the Contract are set out in Section 29 of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

Withdrawal

4.8. Procedure for exercising the right of withdrawal:

4.8.1. The consumer may exercise the right of withdrawal/termination using the model declaration or by means of an unequivocal statement to that effect. If the Customer wishes to exercise the right of withdrawal, they must send a declaration containing their intention to withdraw to one of the following contact details, or may also withdraw from the purchase in person or verbally:

[Postázásai cím:]

[Email cím:]

For this purpose, the Customer may also use the model withdrawal form. In the case of notification by post, the date of posting shall be taken into account; in the case of notification by email or fax, the time of sending the email or fax shall be taken into account.

4.8.2. In the event of withdrawal, the Customer must return the ordered product to [Cím] without undue delay, but no later than 14 days from communicating the withdrawal declaration. The deadline shall be deemed met if the product is sent before expiry of the 14-day period (it does not need to arrive within 14 days). In the case of the sale of several products, if the individual products are delivered at different times, the Customer may exercise the right of withdrawal within 14 days of receiving the last product delivered, or, in the case of a product consisting of several lots or pieces, the last lot or piece delivered.

4.8.3. The Service Provider is not obliged to reimburse the Customer for additional costs arising from the Customer's choice of a delivery method other than the least expensive standard delivery method offered by the Service Provider.

4.8.4. The Seller is entitled to withhold reimbursement of the full amount paid by the Customer until the product has been returned or until the Customer has provided credible evidence that it has been sent back.

4.8.5. The Seller shall use the same payment method for reimbursement as was used for the original transaction, unless the Customer expressly agrees to another payment method. The Customer shall not incur any additional costs as a result of the reimbursement method.

4.8.6. The Customer is liable for any diminished value of the product resulting from use beyond what is necessary to establish the nature, characteristics and functioning of the product.

4.8.7. The Customer may also exercise the right of withdrawal during the period between conclusion of the contract and receipt of the product. The Customer bears the burden of proving that the right of withdrawal was exercised in accordance with Section 20 of Government Decree 45/2014 (II. 26.).

4.9. The Seller is not required to accept the return of products made to the Customer's personal requirements or produced according to the Customer's individual instructions or express request.

4.10. The Seller is not required to accept the return of products that the Customer has installed, altered or otherwise changed in nature or structure before exercising the right of withdrawal.

4.11. If the Seller is unable to deliver the Product ordered by the Customer within 15 days, the Seller shall inform the Customer and refund the purchase price within 7 days, which shall constitute termination of the contract by the Seller. The parties may also agree to reschedule and/or modify fulfilment of the order.

5. CONFIDENTIALITY

5.1. Any information of any kind provided by the Customer to the Seller shall be treated confidentially by both the Seller and the Operator.

5.2. Upon conclusion of the Contract, the Customer undertakes not to make any public statement to third parties without the Seller's prior written consent.

5.3. By providing information and data on this website, the Customer grants the Seller and the Operator unrestricted and irrevocable access to such information and data, as well as the right to use, copy, modify and transmit such information or data.

5.4. By creating a user account/placing an Order, the Customer is entered into the Operator's/Seller's database and, in accordance with and within the framework of applicable legislation, consents to being contacted by third parties, namely partners of the Operator and/or Seller: providers offering marketing services or other services, service organisations and other companies with which the Operator/Seller may develop joint promotional programmes relating to the Products.

6. INVOICING – PAYMENT

6.1. All products available on shop.hungaryplace.hu may be purchased online. The Seller provides the Product's specifications and price in the product description. Displayed prices always include Value Added Tax (VAT). Charges for network access and other telecommunications services used for the purchase are borne by the Customer.

6.2. If the Seller confirms the order, the confirmation shall be regarded as a request for payment. The Customer is entitled to pay the amount stated in the confirmation within 72 hours of confirmation, using the selected payment method. If payment is not made within 72 hours, the Seller is entitled to cancel the order in its system. The Customer may not assert any claim for damages against the Seller on this basis.

6.3. Each Order must specify the goods, price, payment method and payment deadline. The Seller shall issue an invoice to the Customer for the Products delivered. The Customer is responsible for providing and, upon receipt, checking all information required for the invoice to be issued in accordance with applicable legislation.

6.4. Every recorded order shall include the purchase price of the Product to be purchased, the payment method and the payment deadline. The Customer is responsible for providing all information relating to them truthfully for the invoice to be issued. If the Customer fails to do so, the Seller cannot be required to issue a new invoice.

6.5. The Seller primarily sends the invoice relating to the Products sold under the order to the Customer electronically. The issued invoice is available electronically from the Customer's user account and is also sent by electronic message (email) to the email address specified in the user account; it is also enclosed with the Product in paper form.

6.6. The Customer is required to keep the personal information provided in their user account and used for invoicing up to date at all times so that the Seller can correctly issue and provide the invoice for each order. The Customer is required to verify the accuracy of the information provided whenever placing an order.

6.7. If information relating to invoicing in the registered account – including the issued invoice(s) – is unavailable for more than forty-eight (48) hours, the Customer may notify the Operator's customer service in writing.

6.8. Payment of the price

Payment may be made by advance bank transfer or by cash on delivery through the courier service when the goods are received.

6.8.1. Purchase by bank transfer

Bank account number: Raiffeisen Bank 000000000-000000000-000000000

7. DELIVERY TERMS

7.1. Products are generally delivered by the Seller within 1–15 working days.

7.2. The Seller only provides door-to-door delivery. The Customer is responsible for bringing the products into the home/property.

7.3. Upon receipt of the Product, the Customer must check the integrity of the packaging and the goods. If the product arrives damaged, acceptance must be suspended and the product must be returned with the carrier. By signing the delivery note, the Customer confirms to the Seller and the courier service that the product is undamaged. If the Customer accepts the Product and does not indicate upon receipt that the Product is damaged, the Seller shall not subsequently accept liability for damage arising from delivery.

7.4. If damage to the consignment cannot be detected immediately upon delivery, the damage must be reported to the Seller within a forfeiture period of 24 hours from delivery. Thereafter, the Seller shall not accept liability for damage arising from delivery.

7.5. Delivery costs are shown on each product information page. In the case of orders containing multiple items, these amounts are not added together; instead, the total value of the order shall be taken into account.

7.6. For certain purchases (orders) made through the website, under applicable Hungarian legislation the National Tax and Customs Administration may require an EKAER (Electronic Public Road Trade Control System) number from the Customer. Obtaining the EKAER number is the obligation and responsibility of the Customer (as Recipient). Accordingly, the Customer is responsible for any

consequences arising from failure to comply with this obligation, including any costs incurred by the Seller.

8. WARRANTY

8.1. Statutory warranty for defective performance:

8.1.1. In the event of defective performance by the Seller, the Customer may assert a statutory warranty claim in accordance with the rules of the Civil Code.

8.1.2. The Customer must notify the defect immediately after discovering it, but no later than two months from the date of discovery.

8.1.3. In the case of a consumer contract, the Customer may assert statutory warranty claims within 2 years of receipt in respect of product defects that already existed at the time the product was supplied. After expiry of the two-year limitation period, the Customer may no longer assert a statutory warranty claim.

8.1.4. When exercising statutory warranty rights, the Customer may request repair or replacement unless fulfilment of the chosen remedy is impossible or would result in disproportionate additional costs for the Seller compared with another remedy.

8.1.5. If the Customer has not requested or could not request repair or replacement, they may request a proportionate reduction of the consideration, may repair the defect themselves or have it repaired by another party at the Seller's expense, or – as a last resort – may withdraw from the contract.

8.1.6. The Customer may switch from one selected statutory warranty remedy to another, but in this case must bear the cost of switching unless it was justified or the Seller gave cause for it.

8.1.7. Within six months of performance, no condition other than notification of the defect is required for asserting a statutory warranty claim if the Customer proves that the product was purchased from the Seller. After six months from performance, the Customer must prove that the defect identified already existed at the time of performance.

8.2. Product warranty:

8.2.1. A product shall be considered defective if it does not meet the quality requirements in force at the time it was placed on the market or does not possess the characteristics stated in the manufacturer's description. The Customer may assert a product warranty claim within two years of the product being placed on the market by the manufacturer. After expiry of this period, the Customer loses this right.

8.2.2. The Customer may exercise a product warranty claim only against the manufacturer of the movable item or against the Seller. When asserting a product warranty claim, the Customer must prove the defect in the product. The manufacturer (distributor) shall only be exempt from product warranty liability if it can prove that:

- the product was not manufactured or placed on the market in the course of its business activities,
- the defect was not detectable according to the state of science and technology at the time the product was placed on the market, or
- the defect in the product results from the application of legislation or a mandatory official requirement.

8.2.3. The Customer may not assert a statutory warranty claim and a product warranty claim simultaneously and in parallel for the same defect.

8.3. Guarantee:

8.3.1. In the event of defective performance, pursuant to Government Decree 151/2003 (IX. 22.), the Seller provides the mandatory 1-year guarantee for durable consumer goods listed in the annex to the Decree (products valued above HUF 10,000).

8.3.2. The Seller shall only be exempt from its guarantee obligation if it proves that the cause of the defect arose after performance. A statutory warranty claim and a guarantee claim, or a product warranty claim and a guarantee claim, may not be asserted simultaneously and in parallel for the same defect.

8.3.3. If the guarantee claim is justified, the Customer may request replacement or repair of the product. If the Seller is unable to replace the product due to lack of stock or another reason, the

Customer may request repair or a price reduction, or reimbursement of the purchase price if replacement, repair and price reduction are all impossible.

8.3.4. If the Customer asserts a replacement claim due to a defect within three working days of delivery of the product, the Seller is required to replace the product provided that the defect prevents normal use.

8.3.5. To report a statutory warranty or guarantee claim relating to purchased products, please use <http://shop.hungaryplace.hu/garancia> or call [saját telefonszám].

8.4. Other conditions:

8.4.1. Decorations shown in photographs displayed in the webshop do not form part of the contract; only the product identified in the name and description is included.

Online Dispute Resolution Platform

The European Commission has created a website where consumers can register and use an application form to resolve disputes relating to online purchases without court proceedings. This enables consumers to enforce their rights without, for example, distance preventing them from doing so. If you wish to make a complaint regarding a product or service purchased online and do not necessarily wish to go to court, you may use the online dispute resolution facility. On the portal, you and the trader against whom you have made a complaint may jointly select the dispute resolution body you wish to appoint to handle the complaint.

The online dispute resolution platform is available here:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>

9. TRANSFER OF OWNERSHIP OF THE PRODUCTS

9.1. Ownership of the Products passes to the Customer upon receipt during home delivery at the place specified in the order, provided that the Customer has paid the purchase price of the Product. (Evidence of this may include: delivery confirmation – signature acknowledging receipt of the delivery document issued by the courier service.)

10. LIABILITY

10.1. The Seller shall not be held liable for any damage suffered by the Customer or any third party as a result of the Seller fulfilling any of its obligations under the Order and shall not be liable for any damage arising from use of the Products after they have been handed over to the Customer.

10.2. The Seller shall not be held liable for loss of the Products during delivery; any problem arising from delivery falls within the responsibility of the courier service/express delivery service.

12. INTERPRETATIVE PROVISIONS

Seller: Litkei Máté EV, registered office: 7900 Szigetvár, Perczel Mór utca 1., tax number: 59701916-2-22

Operator: the operator of the shop.hungaryplace.hu website is Litkei Máté EV, registered office: 7900 Szigetvár, Perczel Mór utca 1., tax number: 59701916-2-22,

12.1. Customer/User: a natural person or legal entity who, by using the website through any electronic communication device (desktop computer, notebook, telephone, tablet, smartphone, etc.), gains access to the website and its content; who registers on the Website and thereby creates a user account (hereinafter: user account), or who places an order on the Website and consequently creates a user account.

12.2. Customer: a Customer who has placed an order on shop.hungaryplace.hu.

12.3. User account: the Customer may create a user account by registering on shop.hungaryplace.hu. Registration requires a valid email address belonging to the Customer and a password. Orders and

purchases may be made through the user account. A user account may also be created when the Customer places a selected product in the Basket on shop.hungaryplace.hu, provides a valid email address attributable to the Customer and the information required for placing the order, and places the order, thereby creating a user account using the information provided.

The user account contains the information provided by the Customer during registration and when placing order(s), all data and information relating to the order(s) placed (warranty relating to purchased products, invoice, etc.), as well as the products/product lists selected by the Customer on shop.hungaryplace.hu.

The Customer is required to provide true information during registration and when placing an order. If the Operator becomes aware that the information provided by the Customer is partly or wholly false, it is entitled to restrict the Customer's access to the user account and/or exclude the Customer from using shop.hungaryplace.hu.

Only a natural person who has reached the age of 18 no later than the date of creating the account is entitled to create a user account and make purchases on shop.hungaryplace.hu.

12.4. Contract – a contract concluded in accordance with these GTC between the Seller and the User ordering a product from the Seller through shop.hungaryplace.hu (hereinafter: Customer), without the simultaneous physical presence of the Seller and the Customer.

13. GENERAL INFORMATION

13.1. Registration

The Customer may freely browse and select products in the webshop without registration. Before making a purchase, the registration form must be completed (registration) and a password must also be selected. Registration also requires the provision of certain personal data. The Customer may check the accuracy of the personal data provided. This is done by approving the information. If the Customer does not approve the information, they may delete or correct any of the displayed data.

13.2. Entering the identifier and password means that the natural person registered through the registration process is acting personally, or that the representative of a legal entity or business organisation without legal personality is acting on behalf of the organisation during the purchase.

13.3. Login

Following registration, the Customer may log in at any time using their personal identifier and password.

14. GOVERNING LAW

The contract is concluded in Hungarian and its provisions shall be governed by the legal system and legislation in force in the Republic of Hungary.

Effective: [DÁTUM]

Beillesztett szöveg