General Terms and Conditions

Terms & Conditions

https://como-milano.com - effective from this date: 2024-01-24

Preamble

Welcome to our site! Thank you for trusting us with your purchase!

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

Imprint: data of the Service Provider (Seller, Company).
Name: On behalf of Como Milano International Ltd., Btech Hungary Co. Ltd., as the official European distributor of Como Milano products

Headquarters: 64-66. Ungvar road, Budapest, H-1142

Mailing address: 64-66. Ungvar road, Budapest, H-1142

Registering authority: Company Court of the Capital City Court

Company registration number: 01-09-263437

EU VAT number: HU10836158

Phone number: +390200700394

Email: info@como-milano.com

Website: https://como-milano.com

IBAN (EUR): HU27 1176 3426 8805 1888 0000 0000

IBAN (USD): HU03 1176 3426 8936 3010 0000 0000

SWIFT code: OTPVHUHB

Hosting provider data
Name: UNAS Online Kft.

Headquarters: 9400 Sopron, Kőszegi út 14.

Contact: unas@unas.hu

Website: unas.hu

Concepts

Goods: offered on the Website and intended for sale on the Website:

movable thing, including water, gas and electricity in containers, bottles or otherwise in a limited quantity or with a specified volume, and
a movable thing that includes or is connected to digital content or a digital service in such a way that in the absence of the relevant digital content or digital service, the goods could not perform their functions (hereinafter: the goods containing digital elements)
Goods containing digital elements: movable things that include or are linked to digital content or digital services in such a way that the goods would not be able to perform their functions in the absence of the digital content or digital service concerned

Digital content: data produced or provided in digital form

Parties: Seller and Buyer together

Consumer: a natural person acting for purposes outside of his independent occupation and economic activity, who buys, orders, receives, uses, makes use of goods or is the recipient of commercial communications or offers related to the goods. In the application of the rules on the conciliation body - with the exception of the application of Regulation 524/2013/EU of the European Parliament and of the Council of 21 May 2013 on the online settlement of consumer disputes and amending Regulation 2006/2004/EC and Directive 2009/22/EC – in addition to the above, a non-governmental organization, church legal entity, condominium, housing association acting for purposes outside of its independent occupation and scope of economic activity, according to a separate law, which buys, orders, receives, uses, makes use of goods, or trades in relation to the goods, is considered a consumer recipient of a communication or offer. Within the internal market, on action against unjustified territorial content restrictions and other forms of discrimination based on the customer's nationality, place of residence or place of establishment, as well as Regulation 2006/2004/EC and (EU) 2017/2394, as well as 2009/22/EC for the purposes of Regulation (EU) 2018/302 of the European Parliament and of the Council of February 28, 2018 amending the Directive [hereinafter: Regulation (EU) 2018/302], a consumer who, in addition to the above, is a customer according to Regulation (EU) 2018/302 also a business

Consumer contract: a contract, one of whose subjects is considered a consumer

Functionality: the ability of a good containing digital elements, digital content or a digital service to perform functions appropriate to its purpose

Manufacturer: the producer of the Goods, in the case of imported Goods, the importer who brings the Goods into the territory of the European Union, as well as any person who, by indicating the name, trademark or other distinguishing mark of the Goods, presents himself as a manufacturer

Interoperability: the ability of a good, digital content or digital service containing digital elements to work with hardware and software different from that with which the same type of good, digital content or digital service is normally used

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

Website: this website, which serves to conclude the contract

Contract: A sales contract created between the Seller and the Buyer using the Website and electronic correspondence

Durable data medium: any device that enables the consumer or the business to store the data addressed to him/her personally in a way that is still accessible in the future and for a period of time suitable for the purpose of the data, as well as to display the stored data in an unchanged form

Device enabling communication between absent parties: a device that is suitable for making a contract statement in the absence of the parties - in order to conclude a contract. Such a device is, in particular, an addressed or unaddressed form, a standard letter, an advertisement published in a press product with an order form, a catalog, a telephone, a fax machine and a device providing Internet access.

Absentee contract: a consumer contract that is concluded without the simultaneous physical presence of the parties within the framework of a distance selling system organized for the provision of goods or services in accordance with the contract, in such a way that, in order to conclude the contract, the contracting parties use a device that enables communication between absent parties only

Business: a person acting in the scope of his profession, independent occupation or business activity

Buyer/You: person entering into a contract making a purchase offer via the Website

Warranty: In the case of contracts concluded between the consumer and the business (hereinafter: consumer contract), according to the Civil Code,

the guarantee undertaken for the performance of the contract, which the company undertakes voluntarily in addition to or in the absence of its legal obligation for the proper performance of the contract, and
the mandatory warranty based on the law
Purchase price: consideration to be paid for the Goods and for the provision of digital content.

Relevant legislation The Contract is governed by the provisions of Hungarian law, and in particular the following legislation applies:

CLV of 1997. Act on consumer protection
CVIII of 2001 Act on certain issues of electronic commercial services and services related to the information society
Act V of 2013 on the Civil Code
151/2003. (IX.22.) government decree on the mandatory warranty for consumer durables
45/2014. (II.26.) government decree on the detailed rules of contracts between the consumer and the business
19/2014. (IV.29.) NGM decree on the procedural rules for managing warranty and guarantee claims for things sold under the contract between a consumer and a business
LXXVI of 1999 law on copyright
CXII of 2011 Act on the right to self-determination of information and freedom of information
REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (February 28, 2018) on action against unjustified territory-based content restrictions and other forms of discrimination based on the customer's nationality, place of residence or establishment within the internal market, and 2006/ 2004/EC and Regulation (EU) 2017/2394, and amending Directive 2009/22/EC
REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (April 27, 2016) on the protection of natural persons with regard to the processing of personal data and on the free flow of such data, and on the repeal of Regulation 95/46/EC (general data protection regulation)
373/2021 on the detailed rules of contracts for the sale and purchase of goods and the provision of digital content and digital services between a consumer and a business. (VI. 30.) Government decree

Scope and acceptance of the General Terms and Conditions

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

The technical information required to use the Website, which is not contained in these Terms and Conditions, is provided by other information available on the Website.

Before finalizing your order, you must familiarize yourself with the provisions of these GTC.

The language of the contract, the form of the contract

The language of the contracts covered by these General Terms and Conditions is English.

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

Prices

Prices are in EUR and include 27% VAT. The possibility of the Seller changing the prices for reasons of business policy cannot be ruled out. Changes to prices do not apply to contracts that have already been concluded. If the Seller has indicated the price incorrectly and an order has been received for the Goods, but the parties have not yet concluded a contract, the Seller will act on the basis of the "Incorrect price procedure" section of the General Terms and Conditions.

Procedure in case of incorrect price

It is considered an obviously incorrect price:

Eur 0 price,
a price reduced with a discount, but the discount is incorrectly stated (e.g.: in the case of a Eur 100 product, with a 20% discount, the product is offered for Eur 50).
In the case of an incorrect price, the Seller offers the possibility of purchasing the Goods at the real price, with which information the Buyer can decide whether to order the Goods at the real price or cancel the order without any adverse legal consequences.

Complaint handling and legal enforcement options

The consumer can submit a warranty claim related to the Goods or a complaint related to the Seller's conduct, activity or omission at the following contacts and methods:

In writing via the following website: https://como-milano.com
In writing via the following email address: info@como-milano.com
In writing by post: 64-66. Ungvar road, Budapest, H-1142
The consumer can verbally or in writing communicate his complaint to the company, which concerns the conduct, activity or omission of the company, or the person acting in the interest or benefit of the company, which is directly related to the distribution or sale of the goods to consumers.
The company is obliged to investigate the verbal complaint immediately and remedy it as necessary. If the consumer does not agree with the handling of the complaint, or the immediate investigation of the complaint is not possible, the company is obliged to record the complaint and its position on it without delay, and to hand over a copy of it to the consumer on the spot in case of a verbal complaint made in person. In the case of a verbal complaint communicated by telephone or using other electronic communication services, it must be sent to the consumer at the latest within 30 days - in accordance with the regulations for the response to a written complaint - at the same time as the substantive response. In other respects, he is obliged to act as follows regarding the written complaint.

If the directly applicable legal act of the European Union does not provide otherwise, the company must answer the written complaint within thirty days after its receipt in a way that can be substantiated in writing and take measures to communicate it. If the complaint is rejected, the business is obliged to inform the consumer in writing about which authority or conciliation body he can initiate the procedure with his complaint - according to its nature. The information must also include the headquarters, telephone and internet contact details, and mailing address of the competent authority and the conciliation body based on the consumer's place of residence or residence. The information must also cover whether the company has made a general declaration of submission to the Conciliation Board's decision.

If the consumer dispute that may exist between the Seller and the consumer is not settled during the negotiations, the following legal enforcement options are open to the consumer:

Consumer protection procedure
It is possible to lodge a complaint with the consumer protection authorities. If the consumer notices a violation of his consumer rights, he is entitled to file a complaint with the competent consumer protection authority according to his place of residence. After evaluating the complaint, the authority decides on the conduct of the consumer protection procedure. The first-level official tasks for consumer protection are carried out by the capital and county government offices competent according to the consumer's place of residence, a list of them can be found here: http://www.kormanyhivatalok.hu/

Judicial proceeding
The customer is entitled to assert his claim arising from a consumer dispute before the court in the framework of civil proceedings in accordance with Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure. according to the provisions of the law.

Conciliation board procedure

If we reject your consumer complaint, you have the right to appeal to the competent authority of your place of residence or place of residence, or to the Conciliation Board indicated by you in the application. The condition for initiating the procedure of the conciliation body is that the consumer directly attempts to settle the dispute with the concerned business.

The conciliation board - unless the consumer requests a personal hearing - will hold the hearing online without personal presence and via an electronic device that provides simultaneous audio and video transmission (hereinafter: online hearing).

The company has an obligation to cooperate in the conciliation board procedure, within the framework of which we are obliged to send our response to the conciliation board's invitation within the deadline. With the exception of the application of Regulation 524/2013/EU of the European Parliament and of the Council of 21 May 2013 on the online settlement of consumer disputes and the amendment of Regulation (EC) 2006/2004 and Directive 2009/22/EC, the company is entitled to create a settlement at the hearing is obliged to ensure the participation of a person. In the online hearing, the representative of the company authorized to create a settlement must participate online. If the consumer requests a personal hearing, the company's representative authorized to create a settlement must at least participate in the hearing online.

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

Conciliation Board procedure in the case of persons who are not considered consumers

Pursuant to the Consumer Protection Act, a consumer is a non-governmental organization, church legal entity, apartment building, housing cooperative acting for purposes outside of its independent occupation and scope of economic activity, according to a separate law, which buys, orders, receives, uses, or makes use of goods. or the recipient of commercial communications or offers related to the goods.

The Conciliation Board is entitled to check and investigate the existence of consumer quality. The rules of the procedure are governed by the rules written under the Conciliation Board.

Online dispute resolution platform

The European Commission has created a website where consumers can register, so they have the opportunity to settle their legal disputes related to online purchases by filling out an application, avoiding court proceedings. In this way, consumers can assert their rights without, for example, distance preventing them from doing so.

If you want to make a complaint about a product or service you bought online and you don't necessarily want to go to court, you can use the online dispute resolution tool.
On the portal, you and the merchant against whom you have filed a complaint can jointly select the dispute resolution body you want to entrust with handling the complaint.

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

Other reviews

Partial invalidity, code of conduct

If any point of the General Terms and Conditions is legally incomplete or invalid, the other points of the contract will remain in force and the provisions of the relevant legislation shall apply instead of the invalid or incorrect part.

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

Information on the operation of goods containing digital elements, as well as on the applicable technical protection measures

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

Information on the essential properties of the Goods

On the website, we provide information on the essential properties of the Goods that can be purchased in the descriptions of each of the Goods.

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

During the order, you have the opportunity to change the data you entered before finalizing the order (by clicking the back button in the browser, the previous page opens, so the entered data can be corrected even if you have already moved to the next page). Please note that it is your responsibility to ensure that the data you provide is entered accurately, as the Goods will be invoiced and delivered based on the data provided by you. We would like to draw your attention to the fact that an incorrectly entered e-mail address or the saturation of the storage space belonging to the mailbox may result in the lack of delivery of the confirmation and prevent the conclusion of the contract. If the Buyer has finalized his order and discovers an error in the given data, he must initiate the modification of his order as soon as possible. The Buyer can notify the Seller of changes to the incorrect order by sending a letter from the e-mail address provided at the time of the order or by calling the Seller.

Use of the website

The purchase is not subject to registration.
The website provides users with product presentations and online ordering. The User can browse the website using the menu items. The Goods are listed in the category system. In the Sale Goods category, you can find all the Sale Goods available in the store. The start date and end date of the promotion, or the start date and while supplies last, are marked separately for each Product.

Under the More for cheaper menu item, you will find the Goods for which the store offers a quantity discount when ordering more than one item.

In the New items menu item, you can find new products in the website's offer. By clicking on the name of the category, you can see the list of goods installed in it. If all the Goods in a given category do not fit on one page, you can use the numbers above and below

the Goods to page. From the list of goods, the detailed goods page can be accessed by clicking on the name of the goods, here you can find out about the detailed characteristics and price of the goods you want to order.

On the website, it is possible to search for goods by keyword. Product results matching the search criteria are displayed as a list, similar to the categories.

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

The User can continue the purchase process by clicking the Order button. As a second step, it is possible to enter, 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 different, the delivery address. In addition to the above data, a password must also be entered for registration. The User can find out about the successful registration by e-mail and on the website. The User may request the deletion of his registration from the Service Provider by e-mail, in which case he must register again for a new purchase.

The User is responsible for keeping access data confidential. The User is responsible for updating his data and is obliged to notify the Service Provider if he becomes aware that his data has been misused by a third party. In case of 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 order process can be continued by entering their e-mail address and password.

As the next step of the order, the User must choose the payment and delivery method that suits him. With the help of a summary page, the User can check all the previously entered data and the Goods they want to order and 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 finalize your order using the Submit Order button. You will receive confirmation of this on the website or by e-mail. If you notice incorrect data after the order has been recorded (e.g. in the confirmation e-mail), you must report it to the Service Provider immediately, but no later than within 24 hours. Regardless of the intention to order, the User can log in using the Buyer Login window or the Login menu item. After logging in, a Change data menu item appears, where you can change the data you entered during registration, as well as the data of your placed order and track its status.

Finalizing the order (making an offer)

If you are convinced that the contents of the basket correspond to the Goods you want to order, and that your data is correct, you can complete your order by clicking the "Order" button. The information provided on the website does not constitute an offer to conclude a contract on the part of the Seller. In the case of orders falling under the scope of these GTC, you are considered to be the offeror.

By pressing the "Order" button, you expressly acknowledge that your offer must be considered as made, and that your statement - in the event of confirmation by the Seller in accordance with these GTC - entails a payment obligation. The Seller is obliged to confirm the arrival of the order to the Buyer electronically without delay. If this confirmation is not received by the Buyer within the expected time frame, depending on the nature of the service, but no later than 48 hours after the Buyer's order has been sent, the Buyer is released from the binding offer or contractual obligation.

Order processing, contract creation

Orders are processed in two steps. You can place your order at any time. You will first receive an automatic confirmation of your order, which only records the fact that your order has been received via the website, but this confirmation does not constitute acceptance of your offer. If you notice that the automatic confirmation e-mail notification contains your data incorrectly (e.g. name, delivery address, telephone number, etc.), you are obliged to inform us of this fact - at the same time as entering the correct data - by e-mail to communicate. If you do not receive the automatic confirmation email within 24 hours of placing your order, please contact us, as it is possible that your order did not arrive in our system due to technical reasons.

After sending your offer, the Seller will confirm your offer via a second e-mail. The contract is created when the confirmation email sent by the Seller becomes available to you in your mail system (second confirmation, acceptance of offer).

Procedure followed in the case of undelivered packages

If the Buyer does not accept the Goods ordered and handed over for delivery and does not notify the Seller of his intention to cancel within 14 days without the justification provided by law, he is in breach of his contract with the Seller, according to which he is obliged to accept the Goods and thereby accept the Seller's performance. In this case, the Seller will attempt to re-deliver the Goods, if he can coordinate this with the Buyer, but may make the re-delivery subject to the payment of a delivery fee. If the repeated delivery is unsuccessful, or it cannot be agreed with the Buyer because the Buyer refuses to cooperate, the Seller is entitled to terminate the contract with the Buyer with immediate effect due to the breach of contract and to enforce the cost of the unsuccessful delivery and return as a penalty to the Buyer. To terminate the contract, the parties accept the use of the e-mail used by the Buyer at the time of ordering as a form of communication and state that the date of notice of termination is the time when the termination letter becomes available in the Buyer's e-mail account.

Payment methods

Credit card payment

Worldline provides the possibility of accepting cards for our online store. When paying by bank card, you will be redirected to the payment page of the service provider - Saferpay -, so the payment is made directly on the page operated by the service provider, operating in accordance with the rules and security regulations of the international card companies.

Our online store is not in possession of the data, number, or expiration date of your card or the underlying account in any form, and cannot gain insight into it.

Please have your card ready. To pay by bank card, you will need the following information:

Card number (The 13-19-digit number shown on the front of the card by embossing or printing.)
Expiration date (The number in mm/yy format embossed or printed on the front of the card.)
Validation code (The last three digits {CVV2 or CVC2} of the number line on the signature panel on the back of the card. (Some Maestro type cards are not suitable for online purchases. Please contact your card issuing bank in this case!)
In order to further increase the security of online card acceptance, Worldline uses the 3D Secure, i.e. Verified by Visa/MasterCardSecure Code (VbV/MSC) service. The essence of the service is that the bank issuing the card used for payment provides the cardholder with some additional identification option, which is checked during the transaction and clearly identifies the person using the card.

If the VbV/MSC service is not available at the bank that issued your card, or if you did not request it, the payment process will not change. The online store redirects you to the Worldline Saferpay page, where you enter your card details (card number, expiration date, validation code).

If the VbV/MSC service is active on your bank card, the process of the payment transaction will change. After entering your card data (card number, expiration date, validation code), your card-issuing bank will automatically redirect you to the appropriate page where you must complete the identification procedure. After successful identification, the payment transaction will continue, you will receive

a notification about the success of the transaction, and you will be redirected to the web store interface. If you cannot perform the identification, the transaction will be concluded unsuccessfully.

Cash on delivery
If you wish to settle the value of the order upon receipt of the package, select the "Cash on delivery" payment method. This method is available only in Hungary.

Bank Transfer
You can also pay for the Goods by bank transfer.

Cash payment
You have the option to pay the price of the ordered product(s) in cash at our store upon receipt of the goods.

Acceptance methods, acceptance fees

GLS courier service
The Goods are delivered in Europe by the GLS courier service.

You can find more information here: https://gls-group.eu/HU/hu/cimzetteknek-nyujtott-szolgaltatasok

Minimum	Maximum	Shipping fee
€ 1	€ 100	€ 13
€ 101	€ 1250	Free

Completion date

Regarding the order, the general delivery deadline is a maximum of 30 days from the confirmation of the order. In case of delay by the Seller, the Buyer is entitled to set an additional deadline. If the Seller does not perform within the additional deadline, the Buyer is entitled to withdraw from the contract.

Reservation of rights, ownership clause

If you previously ordered Goods without receiving them during delivery (not including the case when you exercised your right of withdrawal), or if the Goods were returned to the seller with a not wanted mark, the Seller will fulfill the order with the purchase price and the obligates you to pay shipping costs in advance.

The Seller may withhold the delivery of the Goods until he is satisfied that the payment of the price of the Goods has been successfully made using the electronic payment solution (including the case where, in the case of Goods paid by bank transfer, the Buyer transfers the purchase price and the conversion in the currency of his Member State, and due to bank commissions and costs, the Seller does not receive the full amount of the purchase price and the delivery fee). If the price of the Goods has not been paid in full, the Seller may ask the Buyer to supplement the purchase price.

Sales abroad

The Seller does not distinguish between Buyers in the territory of Hungary and outside the territory of the European Union using the Website. In the absence of a different provision of these GTC, the Seller ensures the delivery/receipt of the ordered Goods in the territory of Hungary.

The provisions of these General Terms and Conditions apply to purchases outside of Hungary as well, with the fact that, based on the provisions of the relevant regulation, a consumer who is a citizen of a Member State or has a place of residence in a Member State, or a business that has a place of business in a Member State, is considered a buyer in the interpretation of this point. and within the European Union buys goods or uses services for the sole purpose of end use, or acts with such intent. A consumer is a natural person who acts for a purpose that is outside the scope of his commercial, industrial, craft or professional activities.

The language of communication and purchase is primarily Hungarian, the Seller is not obliged to communicate with the Buyer in the language of the Buyer's home country.

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

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

The Customer may exercise his legal rights in accordance with these Terms and Conditions.

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

The Seller may withhold the delivery of the Goods until he is satisfied that the payment of the price of the Goods and the delivery fee has been successfully and fully made using the electronic payment solution (including the case when, in the case of Goods paid by bank transfer, the Buyer transfers in the currency of his Member State due to the purchase price (delivery fee) and 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 Goods has not been paid in full, the Seller may ask the Buyer to supplement the purchase price.

In order to hand over the Goods, the Seller also provides non-Hungarian Buyers with the same handover options as Hungarian Buyers.

If, according to the General Terms and Conditions, the Customer may request the delivery of the Goods to the territory of Hungary or to the territory of any other European Union member state, the non-Hungarian customer may also request this by any of the delivery methods specified in the General Terms and Conditions.

If, according to the General Terms and Conditions, the Buyer can choose to receive the Goods in person from the Seller, this can also be used by non-Hungarian Buyers.

In other cases, the Buyer may request that the Goods be transported abroad at his own expense. Hungarian Buyers are not entitled to this right.

The Seller fulfills the order after payment of the delivery fee, if the Buyer does not pay the delivery fee to the Seller, or does not resolve the delivery itself by the pre-agreed date, the Seller will terminate the contract and refund the pre-paid purchase price to the Buyer.

Consumer information

Information on the consumer's right of withdrawal

As a consumer, the Civil Code 8:1. According to § 1, point 3, only a natural person acting outside the scope of his profession, independent occupation or business activity is considered, so legal entities cannot use the right of withdrawal without justification!

45/2014. (II. 26.) According to § 20 of the Government Decree, you have the right to cancel without giving reasons. The consumer has the right of withdrawal

a) In the case of a contract for the sale of goods
aa) to the Goods,
ab) when buying and selling several Goods, if the individual Goods are delivered at different times, to the last delivered Goods,

it can be exercised within the deadline starting from the date of receipt by the consumer or a third party other than the carrier indicated by him, which deadline is 14 calendar days.

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

If the consumer has made an offer to conclude the contract, the consumer has the right to withdraw the offer before the conclusion of the contract, which terminates the binding nature of the offer covering the conclusion of the contract.

Declaration of withdrawal, exercise of the consumer's right of withdrawal or termination
45/2014, the consumer (II. 26.) You can exercise your right guaranteed in § 20 of the Government Decree by means of a clear declaration to this effect, or by using a sample declaration that can also be downloaded from the website.

Validity of the consumer's declaration of withdrawal

The right of withdrawal shall be deemed to have been asserted within the deadline if the consumer sends his statement within the deadline.

In the case of written withdrawal or termination, it is sufficient to send the withdrawal or termination statement within the deadline.

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

The Seller is obliged to confirm the consumer's declaration of withdrawal on an electronic data medium after its arrival.

Obligations of the Seller in case of cancellation by the consumer

The Seller's obligation to refund
If the consumer is the 45/2014. (II. 26.) withdraws from the contract in accordance with § 22 of the Government Decree, the Seller shall refund the full amount paid by the consumer as compensation, including the costs incurred in connection with the performance, such as the delivery fee, no later than fourteen days after becoming aware of the withdrawal too. Please note that this provision does not apply to additional costs caused by choosing a mode of transport other than the least expensive standard mode of transport.

Method of the Seller's refund obligation
45/2014. (II. 26.) In case of withdrawal or termination in accordance with § 22 of the Government Decree, the Seller will refund the amount due to the consumer in the same way as the payment method used by the consumer. Based on the express consent of the consumer, the Seller may use another payment method for the refund, but the consumer may not be charged any additional fees as a result. The Seller is not responsible for delays due to a wrongly and/or inaccurately provided bank account number or postal address by the Consumer.

Additional costs
If the consumer specifically chooses a mode of transport other than the least expensive usual mode of transport, the Seller is not obliged to reimburse the resulting additional costs. In such a case, we are obliged to refund up to the indicated general delivery charges.

Right of retention
The Seller may withhold the amount due to the consumer until the consumer has returned the Goods or proven beyond doubt that he has returned them; of the two, the earlier date must be taken into account. We are unable to accept items sent by cash on delivery or by post.

In the event of withdrawal or termination of the consumer's obligations
Return of the Goods
If the consumer is the 45/2014. (II. 26.) withdraws from the contract in accordance with § 22 of the Government Decree, is obliged to return the Goods immediately, but no later than within fourteen days from the notification of withdrawal, or hand them over to the Seller or a person authorized by the Seller to receive the Goods. The return is deemed completed within the deadline if the consumer sends the Goods before the deadline.

Bearing direct costs related to the return of the Goods
The consumer bears the direct cost of returning the Goods. The Goods must be returned to the Seller's address. If the consumer terminates the service provision contract concluded off-premises or between absent parties after the beginning of the performance, he is obliged to pay the company a fee commensurate with the service performed up to the date of notification of the termination to the company. The amount to be paid proportionately by the consumer must be determined on the basis of the total amount of the consideration established in the contract plus tax. If the consumer proves that the total amount determined in this way is excessively high, the proportional amount must be calculated based on the market value of the services performed up to the date of termination of the contract. Please note that we are unable to accept goods returned by cash on delivery or by postage.

Consumer responsibility for depreciation
The consumer is responsible for the depreciation resulting from use exceeding the use necessary to determine the nature, properties and operation of the Goods.

If, according to the relevant legislation, the right of withdrawal cannot be exercised, or can only be exercised under conditions, the Buyer is not entitled to trial use either.

The right of withdrawal cannot be exercised in the following cases

The Seller specifically 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 included in paragraph (1):

after the full performance of the service, however, if the contract creates a payment obligation for the consumer, this exceptional case can only be invoked if the performance began with the express prior consent of the consumer and the consumer's acknowledgment that he loses his right of withdrawal as soon as the business fully fulfilled the contract;
with regard to Goods or services whose price or fee depends on the possible fluctuation of the financial market, even during the period specified for the exercise of the right of withdrawal, which cannot be influenced by the company;
in the case of non-pre-manufactured Goods that have been produced based on the instructions or at the express request of the consumer, or in the case of Goods that have been clearly tailored to the consumer;
with regard to Goods that are perishable or retain their quality for a short time;
with regard to Goods with closed packaging, which cannot be returned after being opened after delivery for reasons of health protection or hygiene;
with regard to Goods which, by their nature, are inseparably mixed with other Goods after delivery;
with regard to an alcoholic beverage, the actual value of which depends on market fluctuations in a manner beyond the company's control, and the price of which was agreed upon by the parties when concluding the sales contract, but the performance of the contract only takes place after the thirtieth day from the conclusion of the contract;
in the case of a business contract in which the business visits the consumer at the express request of the consumer in order to carry out urgent repair or maintenance work;
with regard to the sale and purchase of audio and video recordings in sealed packaging, as well as copies of computer software, if the consumer has opened the packaging after delivery;
with regard to newspapers, magazines and periodicals, with the exception of subscription contracts;
in the case of contracts concluded at a public auction;
with the exception of housing services, in the case of a contract for the provision of accommodation, transport, car rental, catering or

a service related to leisure activities, if a deadline or deadline for performance defined in the contract has been agreed;
with regard to digital content provided on a non-material data carrier, if the Seller has started performance with the express, prior consent of the consumer, and the consumer has simultaneously declared with this consent that he/she will lose his/her right of withdrawal after the start of performance, and the company has sent a confirmation to the for the consumer.

Information on product warranty and accessory warranty for guaranteeing the conformity of the goods in relation to consumer contracts

This section of the consumer information was prepared based on the authorization of Section 11 (5) of Government Decree 45/2014 (II.26) taking into account Annex No. 3 of Government Decree 45/2014 (II.26)

The Consumer Information only applies to Buyers who qualify as consumers, the rules for buyers who are not considered consumers are included in a separate chapter.

Requirements for contractual performance in the case of a consumer contract

The requirements for contractual performance generally apply to goods sold under a consumer contract and goods containing a digital element
At the time of delivery, the Goods and the performance must comply with Regulation 373/2021. (VI.30.) to the requirements contained in the Government Decree.

In order for the performance to be considered contractual for the Goods that are the subject of the contract

it must correspond to the description, quantity, quality, type included in the contract, and must have the functionality, compatibility, interoperability and other characteristics specified in the contract
it must be suitable for any purpose specified by the consumer, which the consumer brought to the Seller's attention at the latest when the contract was concluded, and which the Seller accepted
must have all the accessories and user manuals specified in the contract - including commissioning instructions, installation instructions, and customer service support - and
you must provide the updates specified in the contract.
In order for the performance to be deemed to be in accordance with the contract - in addition - to the Goods that are the subject of the contract

it must be suitable for the purposes that, in the case of the same type of Goods, are prescribed by law, technical standard or, in the absence of a technical standard, by the governing code of conduct
it must have the quantity, quality, performance and other characteristics that the Consumer can reasonably expect - especially in terms of functionality, compatibility, accessibility, continuity and safety - which is usual for the same type of Goods, taking into account the Seller, its representative or another person participating in the sales chain makes a public statement about the specific properties of the Goods - especially in an advertisement or on a label
it must have the accessories and instructions that the consumer can reasonably expect - including packaging and installation instructions - and
it must correspond to the characteristics and description of the Goods presented by the company as a sample or model or made available as a trial version prior to the conclusion of the contract.
The Goods need not comply with the above public statement if the Seller proves that

he didn't know the public statement, and he didn't need to know it
the public statement has already been properly corrected by the time of the conclusion of the contract or
the public statement could not influence the right holder's decision to enter into a contract.

Incorrect performance of the contract for the sale of goods
The Seller performs incorrectly if the defect in the goods results from improper installation, provided that

a) commissioning is part of the sales contract and was carried out by the Seller or was carried out under the Seller's responsibility; obsession

b) the commissioning had to be carried out by the consumer, and the unprofessional commissioning is the result of deficiencies in the commissioning instructions provided by the Seller - or in the case of goods containing digital elements - by the digital content or digital service provider.

If, according to the sales contract, the goods are put into operation by the Seller, or if the putting into operation takes place under the responsibility of the Seller, the performance must be considered completed by the Seller when the putting into operation is completed.

If, in the case of goods containing digital elements, the sales contract provides for the continuous provision of digital content or digital services over a specified period of time, the Seller is responsible for the defect in the goods related to the digital content, if the defect occurs in the case of continuous service for a period not exceeding two years from the delivery of the goods in two years; or occurs or becomes recognizable.

Requirements for contractual performance in the case of goods containing digital elements sold under a consumer contract
In the case of goods containing digital elements, the Seller must ensure that the consumer is notified of such updates to the digital content of the goods or the related digital service - including security updates - which are necessary to maintain the conformity of the goods with the contract, and must also ensure that the consumer you get them too.

Making the update available to the Seller if the sales contract

provides for a one-time service of the digital content or digital service, then it can reasonably be expected by the consumer based on the type and purpose of the goods and digital elements, as well as the unique circumstances and the nature of the contract; obsession
provides for continuous service of the digital content over a specified period, then in the case of continuous service of a duration not exceeding two years, it must be provided over a period of two years from the delivery of the goods.
If the consumer does not install the provided updates within a reasonable time, the Seller is not liable for the defect of the goods, if it arises solely from the failure to apply the relevant update, provided that

a) the Seller informed the consumer about the availability of the update and the consequences of the consumer's failure to install it; and

b) failure to install the update by the consumer or incorrect installation of the update by the consumer cannot be attributed to the incompleteness of the installation instructions provided by the Seller.

Defective performance cannot be established if, at the time of concluding the contract, the consumer received special information that a specific property of the goods differs from what is described here, and at the time of concluding the sales contract, the consumer separately and expressly accepted this deviation.

Contractual fulfillment requirements for the sale of digital content sold under a consumer contract
The Seller supplies and provides the digital content to the consumer. In the absence of a different agreement between the parties, the Seller shall provide the consumer with the digital content in the latest version available at the time of the conclusion of the contract without undue delay.

The service is deemed completed when the digital content or - any solution necessary for accessing it or suitable for downloading it - has been delivered to the consumer or to the physical or virtual device chosen by the consumer for this purpose.

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

If, on the basis of the contract, the provision of digital content is carried out continuously for a specified period of time, the conformity of the performance with regard to the digital content must be ensured during the entire duration of the contract.

If the consumer does not install the updates provided by the Seller within a reasonable time, the Seller is not responsible for the service failure if it is solely due to the failure to apply the relevant update, provided that

the Seller informed the consumer about the availability of the update and the consequences of the consumer's failure to install it; and failure to install the update by the consumer or incorrect installation of the update by the consumer cannot be attributed to the incompleteness of the installation instructions provided by the Seller.
Defective performance cannot be established if, at the time of concluding the contract, the consumer received special information that a specific feature of the digital content deviates from the requirements defined here, and at the time of concluding the contract, the consumer separately and expressly accepted this deviation.

The Seller performs incorrectly if the error in the digital content service results from unprofessional integration into the consumer's digital environment, provided that

the integration of the digital content was carried out by the Seller, or the integration was carried out under the responsibility of the Seller; obsession
the digital content must be integrated by the consumer, and the unprofessional integration was caused by deficiencies in the integration instructions provided by the Seller.

If the contract provides for the continuous provision of digital content or digital service over a specified period of time, the Seller is responsible for the error related to the digital content, if the error occurs or becomes detectable during the period specified in the contract.

If the contract provides for a one-time service or a series of individual service acts, it must be assumed, until proven otherwise, that the defect recognized by the consumer within one year from the date of performance already existed at the time of performance. At the same time, the Seller does not perform incorrectly if he proves that the consumer's digital environment is not compatible with the technical requirements of the digital content or digital service, and he informed the consumer of this in a clear and understandable way before concluding the contract.

The consumer is obliged to cooperate with the Seller in order for the Seller - using the tools available from a technical point of view and which require the least intervention for the consumer - to be convinced that the cause of the error is the consumer's digital environment. If the consumer does not comply with this obligation to cooperate, after the Seller has informed him of this obligation in a clear and comprehensible manner prior to the conclusion of the contract, the consumer bears the burden of proving that

the defect recognized within one year of performance already existed at the time of performance, or
the service affected by a defect recognized during the contractual period was not in accordance with the contract during the period of performance of the service according to the contract.

Accessories warranty

In which case can you exercise your accessory warranty right?
In the event of defective performance by the Seller, you may assert a warranty claim against the Seller in accordance with the provisions of the Civil Code and, in the case of a consumer contract, Government Decree 373/2021 (VI.30).

What rights are you entitled to based on your warranty claim?
You can – according to your choice – make use of the following accessory warranty claims:

You can request a repair or replacement, unless the fulfillment of the request you choose is impossible or would involve disproportionate additional costs for the Seller compared to the fulfillment of another request. If you did not, or could not, request the repair or replacement, you may request a proportional reduction of the compensation or, as a last resort, you may withdraw from the contract.

You can transfer from your selected accessory warranty right to another, but you will bear the cost of the transfer, unless it was justified or the Seller gave a reason for it.

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

In the case of used goods, warranty and guarantee rights differ from the general rules. In the case of used Goods, we can also speak of defective performance, however, the circumstances under which the Buyer could have expected the occurrence of certain defects must be taken into account. As a result of obsolescence, the occurrence of certain defects becomes more and more frequent, as a result of which it cannot be assumed that a used Goods can have the same quality as a newly purchased one. Based on this, the Buyer can only enforce its warranty rights with respect to defects that are beyond defects resulting from use and that arose independently of them. If the used Goods are defective and the Buyer, who is considered a Consumer, was informed of this at the time of purchase, the Service Provider has no responsibility for the known defect.

The Seller may refuse to make the goods conform to the contract if repair or replacement is impossible, or if doing so would result in disproportionate additional costs for the Seller, taking into account all circumstances, including the value represented by the Goods in perfect condition, as well as the severity of the breach of contract.

The consumer is also entitled - in accordance with the severity of the breach of contract - to request a proportionate delivery of compensation or to terminate the sales contract if

the Seller did not perform the repair or replacement, or performed it but did not fulfill the following conditions in whole or in part
the Seller must ensure the return of the exchanged goods at his own expense
if the repair or replacement requires the removal of goods that were put into operation in accordance with the nature and purpose of the goods - before the defect became recognisable, then the obligation to repair or replace includes the removal of the non-conforming goods and the commissioning of the replaced or repaired goods placing or bearing the costs of removal or commissioning.
refused to make the goods conform to the contract
a repeated performance error occurred, despite the fact that the Seller attempted to make the goods conform to the contract
the error in performance is so serious that it justifies an immediate price reduction or the immediate termination of the sales contract, or
the Seller has not undertaken to bring the goods into conformity with the contract, or it is clear from the circumstances that the company will not bring the goods into conformity with the contract within a reasonable time frame or without significant damage to the consumer's interests.
If the consumer wishes to terminate the sales contract citing faulty performance, the Seller bears the burden of proving that the fault is insignificant.

The Consumer is entitled to withhold the remaining part of the purchase price - depending on the severity of the breach of contract - in whole or in part until the Seller fulfills its obligations related to the conformity of the performance with the contract and defective

performance.

It is a general rule that:

the Seller must ensure the return of the exchanged goods at his own expense
if the repair or replacement requires the removal of goods that were put into operation in accordance with the nature and purpose of the goods - before the defect became recognisable, then the obligation to repair or replace includes the removal of the non-conforming goods and the commissioning of the replaced or repaired goods placing or bearing the costs of removal or commissioning.
The reasonable deadline for repairing or replacing the goods shall be calculated from the time when the Consumer informed the company of the defect.

The consumer must make the goods available to the company in order to complete the repair or replacement.

Delivery of compensation is proportionate if its amount is equal to the difference between the value of the goods due to the Consumer in the case of contractual performance and the value of the goods actually received by the Consumer.

The Consumer's right to terminate the sales contract can be exercised with a legal statement addressed to the Seller expressing the decision to terminate.

If the defective performance affects only a specific part of the goods supplied under the sales contract, and the conditions for exercising the right to terminate the contract exist in respect of them, the Consumer may terminate the sales contract only with regard to the defective goods, but also with respect to any other goods acquired together with them. may terminate it if the Consumer cannot reasonably be expected to keep only goods that conform to the contract.

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

the Consumer must return the affected goods to the Seller at the Seller's expense and
the Seller must immediately refund to the Consumer the purchase price paid for the goods concerned, as soon as he has received the goods or the certificate supporting the return of the goods.
What is the deadline for asserting your warranty claim?
You are obliged to report the error immediately after discovering it. An error reported within two months from the discovery of the error shall be considered an error reported without delay. At the same time, we would like to draw your attention to the fact that you can no longer assert your accessory warranty rights beyond the two-year limitation period from the completion of the contract.

The part of the repair time during which the Buyer cannot use the Goods as intended is not included in the limitation period.

The statute of limitations for the accessory warranty claim for the part of the Goods affected by the replacement or repair starts anew. This rule must also be applied if a new error arises as a result of the correction.

If the subject of the contract between the consumer and the business is a used thing, the parties can also agree on a shorter limitation period; a limitation period of less than one year cannot be validly established in this case either.

Who can you enforce your accessory warranty claim against?
You can enforce your accessory warranty claim against the Seller.

What other conditions are there for asserting your accessory warranty rights?
Within one year from the date of delivery, there is no other condition for asserting your accessory warranty claim, apart from reporting the defect, if you prove that the Goods were provided by the Seller. However, after one year has passed since the performance, you are already obliged to prove that the defect you recognized was already present at the time of performance.

Product warranty

In which case can you use your product warranty right?

In the event of a defect in a movable thing (Goods), you can - according to your choice - assert a warranty claim for accessories or a claim for product warranty.

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 defective Goods.

In which case is the Goods considered defective?

The goods are defective if they do not meet the quality requirements in force at the time they are put on the market or if they do not have the properties described by the manufacturer.

What is the deadline for asserting 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. After this deadline, you will lose this right.

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

You may only exercise your product warranty claim against the manufacturer or distributor of the movable item. You must prove the defect of the Goods in the event of a product warranty claim.

In what cases is the manufacturer (distributor) exempt from product warranty obligations?

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

manufactured or marketed the Goods outside of its business activities, or
the defect was not detectable according to the state of science and technology at the time of placing it on the market or
the defect in the Goods results from the application of legislation or mandatory official regulations.
It is sufficient for the manufacturer (distributor) to prove one reason for exemption.

Please note that due to the same defect, you cannot assert an accessory warranty claim and a product warranty claim at the same time, parallel to each other. However, in case of successful enforcement of your product warranty claim, you may assert your accessory warranty claim for the replaced Product or repaired part against the manufacturer.

In which case can you use your warranty right?
151/2003 on the mandatory warranty for certain consumer durables. (IX. 22.) Pursuant to the Government Decree, the Seller is obliged to provide a warranty for the new consumer durables listed in Annex No. 1 of the Decree (e.g.: technical goods, tools, machines), as well as their accessories and components within the scope specified therein (hereinafter - in this point - together referred to as consumer goods) in case of sale.

The rights arising from the warranty can be asserted with a warranty certificate, which cannot be made conditional on the return of the opened packaging of the consumer product by the consumer. In the event that the warranty certificate is not provided to the consumer, the conclusion of the contract shall be considered proven if the consumer presents the receipt proving the payment of the consideration - an invoice or receipt issued under the General Sales Tax Act. In this case, the rights arising from the warranty can be asserted with a receipt confirming the payment of the consideration.

In addition, the Seller may voluntarily undertake a warranty, in which case he must provide a warranty statement to the customer who is considered a Consumer.

The warranty statement must be made available to the Consumer on a durable data medium, at the latest at the time of delivery of the goods.

The warranty statement must state:

the clear statement that in the event of defective performance of the goods, the Consumer is entitled to exercise his accessory warranty rights according to the law free of charge, these rights are not affected by the warranty
the name and address of the guarantor
the procedure to be followed by the Consumer in order to enforce the warranty
the designation of the goods to which the warranty applies and
warranty conditions,
the purchase price of the Goods.
What rights and within what time frame are you entitled to in the event of a mandatory warranty?
Warranty rights
Based on the right of warranty, the Buyer may make a claim for repair or replacement, request a price reduction in the cases provided for by law, or ultimately withdraw from the contract if the obligee has not undertaken the repair or replacement, is unable to comply with this obligation within the appropriate deadline, while protecting the rights holder's interests , or if the right holder's interest in repair or replacement has ceased.

The Buyer may assert his claim for repair directly at the Seller's headquarters, any location, branch, and at the repair service specified by the Seller on the warranty card.

Validation deadline
The warranty claim can be asserted during the warranty period, the warranty period is governed by Art. 151/2003. (IX. 22.) According to government decree:

One year in the case of a sale price of 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 above the sale price of HUF 250,000.
Failure to meet these deadlines results in loss of rights, however, in the case of repair of the consumer product, the warranty period is extended from the date of delivery for repair by the time during which the Customer could not use the consumer product as intended due to the defect.

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

If the Buyer puts the consumer product into operation more than six months from the date of handover, the start date of the warranty period is the day the consumer product was handed over.

Rules related to the handling of warranty claims
When handling the repair, the Seller must endeavor to complete the repair within 15 days. The deadline open for correction starts when the consumer product is received.

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

If, during the first repair of the consumer product during the warranty period, the Seller determines that the consumer product cannot be repaired, the Seller is obliged to replace the consumer product within eight days, unless otherwise ordered by the buyer. If it is not possible to exchange the consumer item, the Seller is obliged to refund the purchase price to the buyer within eight days of the invoice or receipt issued on the basis of the General Sales Tax Act on the proof of payment of the consideration for the consumer item presented by the consumer.

By accepting the General Terms and Conditions, the Customer agrees that the information may be provided electronically or in another way suitable for proof of receipt by the Customer.

If the Seller cannot repair the consumer product within 30 days:

if the Buyer has agreed to this, the correction can be completed for him at a later date, or
if the Customer does not agree to the subsequent performance of the repair, or has not made a statement in this regard, the consumer product must be replaced within eight days after the ineffective expiration of the thirty-day period, or
if the Customer does not agree to the subsequent completion of the repair, or has not made a statement in this regard, but it is not possible to exchange the consumer product, the sales price stated on the invoice or receipt of the consumer product must be refunded to him within eight days after the unsuccessful expiration of the thirty-day period.
If the consumer product is defective for the 4th time, the Buyer is entitled to:

contact the Seller for repairs, or
instead of the request for correction, Act V of 2013 on the Civil Code 6:159. to request a proportionate reduction of the purchase price from the Seller on the basis of § (2) point b), or
if the Customer does not use these rights (correction, price reduction) or has not made a statement regarding them, the consumer item must be replaced within 8 days, if it is not possible to exchange the consumer item, the sales price stated on the invoice or receipt of the consumer item must be to refund him within eight days.
Consumer goods with a fixed connection subject to the mandatory warranty according to Government Decree 151/2003, or those weighing more than 10 kg or which cannot be transported as hand luggage on public transport - with the exception of vehicles - must be repaired at the place of operation. If the repair cannot be carried out at the place of operation, the company will take care of the disassembly and installation, as well as the delivery and return, or - in the case of a request for repair validated directly at the repair service - the repair service.

Warranty exclusions
The regulations written under the section "Rules related to the handling of warranty claims" do not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, caravans, trailers, trailers, and motorized watercraft.

In the case of these Goods, however, 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 is obliged to inform the Buyer of the expected duration of the repair or replacement.

How does the warranty relate to other warranty rights?
The warranty applies in addition to the warranty rights (product and accessories warranty), the fundamental difference between the general warranty rights and the warranty is that in the case of the warranty, the consumer has a more favorable burden of proof.

During the period of the mandatory warranty, the Seller's voluntary warranty undertaking may not contain conditions for the consumer that are more disadvantageous than the rights provided by the mandatory warranty rules. After that, however, the terms of the voluntary warranty can be freely established, but the warranty in this case may not affect the existence of the consumer's legal rights, including those based on the accessories warranty.

Exchange request within three working days
The institution of the exchange request within three working days also applies in the case of sales through an online store. 151/2003, a replacement request within three working days. (IX. 22.) It can be validated in the case of new durable consumer goods under the Government Decree, 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 Goods were already defective at the time of sale and you must exchange the Goods without further ado.

When is the 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.

We would like to draw your attention to the fact that due to the same defect, you cannot assert a claim for accessory warranty and warranty, or a claim for product warranty and warranty at the same time, in parallel with each other, but otherwise you are entitled to the rights arising from the warranty regardless of the warranty entitlements.

Information on the product warranty and accessories warranty for the guarantee of the conformity of the goods in the case of non-consumer Buyers
General rules of warranty rights

A Customer who is not considered a consumer may - at his or her choice - use the following accessory warranty claims:

You can request a repair or replacement, unless the fulfillment of the request you have chosen is impossible or would involve disproportionate additional costs for the Seller compared to the fulfillment of another request. If you did not or could not ask for the repair or replacement, you can request a proportional delivery of the compensation, or the Buyer can repair the defect at the Seller's expense, or have it repaired by someone else or - as a last resort - withdraw from the contract.

You can transfer from your selected accessory warranty right to another, but you will bear the cost of the transfer, unless it was justified or the Seller gave a reason for it.

In the case of used goods, warranty and guarantee rights differ from the general rules. In the case of used Goods, we can also speak of defective performance, however, the circumstances under which the Buyer could have expected the occurrence of certain defects must be taken into account. As a result of obsolescence, the occurrence of certain defects becomes more and more frequent, as a result of which it cannot be assumed that a used Goods can have the same quality as a newly purchased one. Based on this, the Buyer can only enforce its warranty rights with respect to defects that are beyond defects resulting from use and that arose independently of them. If the used Goods are defective and the Buyer, who is considered a Consumer, was informed of this at the time of purchase, the Service Provider has no responsibility for the known defect.

In the case of buyers who are not considered consumers, the deadline for asserting the warranty right is 1 year, which starts on the day of performance (handover).

Product warranty and guarantee
The product warranty and the mandatory warranty apply only to customers who qualify as consumers.

If the Seller voluntarily provides a warranty for a given Product, this will be indicated separately during the purchase of the Product.

If the manufacturer provides a manufacturer's warranty for the Goods that also covers customers who are not consumers, it can be enforced directly with the manufacturer.