

## 1. Preamble

Please read this document carefully before finalizing your order, because by finalizing your order you accept the contents of these GTC! The General Terms and Conditions of Service ("GTC") contain the general terms and conditions for the use of the webshop operated by KTT Kubinszky Tömítéstechnika Kft. as a service provider ("Service Provider"). Please only use our services if you agree to all of its points and consider them binding on you. This document will not be filed and will be concluded in electronic form only. The language of the contract is Hungarian.

## 2. Impress

Name: KTT Kubinszky Tömítéstechnika Kft.  
Place of business: 9400 Sopron, Besenyő u. 24/B  
Address for correspondence: 9400 Sopron, Besenyő u. 24/B  
Address of shop, point of receipt: 9400 Sopron, Besenyő u. 24/B  
Registering authority: Győri Törvényszék Cégbírósága  
Company registration number: 08-09-006126  
Local Tax number: 11462390-2-08  
EC VAT Number: HU11462390  
Representative: Mr. Gabor Takacs  
Phone number: +36 99 524-270  
E-mail: [ktt@ktt.hu](mailto:ktt@ktt.hu)  
Website: [ktt.hu](http://ktt.hu) and a webshop as a subdomain from the website: [webshop.ktt.hu](http://webshop.ktt.hu)

## 3. Details of the hosting provider

Name: Digitop Informatika Kft.  
Location: Hungary, 9400 Sopron, Ipar krt. 6.  
Contact: [helpdesk@digitop.hu](mailto:helpdesk@digitop.hu)  
Website: [www.digitop.hu](http://www.digitop.hu)

## 4. Applicable legislation

The Contract shall be governed by the provisions of Hungarian law, and in particular by the following laws:

Act CLV of 1997 on Consumer Protection

Act CVIII of 2001 on certain aspects of electronic commerce services and information society services

Act V of 2013 on the Civil Code

Government Decree No 151/2003 (22.IX.2003) on the mandatory warranty for consumer durables

Government Decree 45/2014 (26.II.26.) on the detailed rules of contracts between consumers and businesses

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

Act LXXVI of 1997 on Copyright

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

REGULATION (EU) No 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on combating unjustified territorial restrictions and other forms of discrimination based on the nationality, residence or domicile of the buyer in the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC

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

## 5. Scope and adoption of the GTC

The content of the contract concluded between us shall be governed by these General Terms and Conditions (hereinafter referred to as "GTC"), in addition to the provisions of the applicable mandatory legislation. Accordingly, these General Terms and Conditions contain the rights and obligations of you and us, the conditions for the conclusion of the contract, the time limits for performance, the delivery and payment terms, the liability rules and the conditions for exercising the right of withdrawal.

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

You must read these GTC before finalizing your order. By making a purchase through our Web Store, you agree to the provisions of these GTC and these GTC shall form an integral part of the contract between you and the Seller.

## 6. Range of products and services available for purchase

The essential characteristics of the products available for purchase on the website are set out in the descriptions of each product.

### Correction of data entry errors - responsibility for the accuracy of the information provided

During the ordering process, you will always have the possibility to modify the data you have entered before finalizing the order (clicking on the back button in the browser will open the previous page, so you can correct the data you have entered even if you have already gone to the next page). Please note that it is your responsibility to ensure that the data you have entered is accurate, as the product will be invoiced and delivered on the basis of the data you have provided. By placing your order, you acknowledge that the Supplier is entitled to charge you for any damages and costs resulting from your incorrect data entry or inaccurate data. The Supplier excludes any liability for performance based on inaccurate data entry. Please note that an incorrectly entered e-mail address or a saturation of the storage space associated with the mailbox may result in non-delivery of the confirmation and may prevent the conclusion of the contract.

### Prices

Prices are in HUF and do not include 27% VAT. Prices are indicative. The possibility that the Seller may change the prices for commercial policy reasons cannot be excluded. The amendment of prices does not cover contracts already concluded. If the Seller has indicated the price incorrectly, he shall proceed on the basis of the "Procedure for incorrect price" clause of the GTC in the case of contracts already concluded.

### Procedure in case of incorrect price

It is considered to be a manifestly incorrectly indicated price:

- A price of HUF 0,
- a price reduced by a discount, but incorrectly indicating the discount (e.g.: a product offered for HUF 500 for a HUF 1 000 product with a 50% discount).

In the case of incorrect indication of the price, the Seller offers the possibility to buy the product at the real price, in the possession of which information the Customer can decide whether to order the product at the real price or to cancel the order without any adverse legal consequences.

## 7. Using the website

### Registration

If you wish to make a purchase, you must request a login ID and password by email to [ktt@ktt.hu](mailto:ktt@ktt.hu) before making your first purchase. The buyer must keep the password provided confidential. In the event that, following the correct provision of the buyer's unique identifier and password during the identification process, the buyer's data is in the possession of an unauthorised third party, the Data Controller shall not be liable for any resulting damage or disadvantage. By providing their e-mail address, users consent to the operator/service provider sending them technical messages. Access data will be deleted from the system by the Operator upon written request. The registration is identified by the e-mail address, so an e-mail address can only be registered once.

### The purchase process

By clicking on the product categories on the website, you can select the desired product range and the individual products within it. Click on each product to find its photo, article number, description and price. You will be charged the price on the website + 27% VAT.

After selecting a Product, you can click on the "Add to Cart" icon to add any number of Products to your cart without incurring any obligation to purchase or pay, as adding a Product to your cart does not constitute an offer.

The contents of the shopping basket can be freely modified by clicking on the "Continue to order" button until the order is finalised, you can remove products from the basket as you wish, add products to the basket as you wish or change the number of products you wish to order.

You can check the contents of your shopping basket at any time during your use of the website by going to the right-hand side of the website. By clicking on the "Proceed to order" button, you can remove the selected products from the basket or change the number of items. The system will display the information corresponding to the details you have changed, including the price of the products you have added to your basket. If you do not wish to select any further products and add them to your shopping cart, you can continue shopping by clicking on the "Continue to order" button.

After clicking on the "Continue to order" button, you can enter any other comments or requests.

### Finalizing the order (making an offer), concluding the contract

You can finalize your order by clicking on the "place order" button, which will be notified to you and to us by email.

The information provided on the website does not constitute an offer by the Seller to enter into a contract. For orders covered by these GTC, you shall be deemed to be the Bidder.

By clicking on the "Order" button, you expressly acknowledge that your offer shall be deemed to have been made and that your declaration shall, in the event of confirmation by the Seller in accordance with these GTC, entail an obligation to pay.

## 8. Payment methods

### Bank transfer

You can pay for the products by bank transfer. The details required for the transfer are:

#### Currency: HUF

Beneficiary's bank: BNP PARIBAS Hungary

Swift Code: BNPAHUHX

Beneficiary name: KTT Kubinszky Tömítéstechnika Kft.

Local Tax number: 11462390-2-08, EC VAT Number: HU11462390

Beneficiary's account number: 13100007-02515240-00593486

IBAN: HU50 1310 0007 0251 5240 0059 3486

#### Currency: EUR

Beneficiary's bank: BNP PARIBAS Hungary

Swift Code: BNPAHUHX

Beneficiary name: KTT Kubinszky Tömítéstechnika Kft.

Local Tax number: 11462390-2-08, EC VAT Number: HU11462390

Beneficiary's account number: 13100007-02515240-00599781

IBAN: HU29 1310 0007 0251 5240 0059 9781

### Reception

In this case, you can hand over the cash value of the parcel to the courier upon receipt of the parcel. Please note that in case of cash on delivery, the courier service will charge a cash handling fee and therefore the delivery costs will be higher than in case of prepayment.

### Cash payment

Upon special request, in case of personal collection, you have the option of paying in cash.

## 9. Acceptance methods, acceptance fees

### Courier service and transport cost for Hungarian destination:

Contracted carrier: GLS

Above of 30.000 HUF net order value – free of charge shipment

The following transport conditions are applied under 30.000 HUF net order value:

- In case of payment mode wire transfer the transport fee is 2.000 HUF net + VAT (27%)
- In case of payment mode cash on delivery the transport fee is 2.600 HUF net + VAT (27%)

Hereby we inform our Partners that from March 28, 2024, Magyar Posta will also be available upon customer request. Please select one of the available delivery methods and write in the comments that you are requesting delivery with Magyar Posta. We will send you the fee of postal delivery. In this case, the order and delivery processing time will be longer due to postal administration.

### Transport cost for other than Hungarian destination:

The delivery charge will be calculated according to the current courier prices (our contracted partner is GLS). Please note, that the shipping cost will be added to your order.

If you -as our customer - have a preferred courier, or even a registered partner code, then please let us know. We can send your parcel with any of the common carriers.

### Liability for transport

Please inspect the parcel before the delivery person, and in case of any damage or missing products, please ask for a report to be taken and do not take the parcel. We are not able to accept any subsequent claims without a report.

### Personal delivery with cash on delivery

You can pick up your order in person at our premises, 9400 Sopron, Besenyő u. 24/b. In this case you will not be charged any fees. You can place your order in our webshop and you can collect your parcel on the day following your order.

### Delivery deadline

The general delivery time for all orders is 30 days from the date of order confirmation, but in most cases orders will be dispatched the next day until 14:00h or until the payment is received in the case of a bank transfer. If we are unable to dispatch any of the items on your order within the time promised on the website, we will call you.

## 10. Reservation of rights, reservation of ownership

If you have previously ordered a Product without having received it at the time of delivery (not including the case where you have exercised your right of withdrawal) or if the Product has been returned to the Seller without a return to the Seller with a return to Seller indication, the Seller will make the fulfilment of the order conditional upon the payment in advance of the purchase price and the delivery costs.

The Seller may withhold delivery of the Product until it is satisfied that payment for the Product has been successfully made using the electronic payment solution (including where, in the case of a Product paid for by bank transfer, the Buyer transfers the purchase price in the currency of the Member State in which the Product is sold and the Seller does not receive the full amount of the purchase price and delivery charges due to the conversion and bank commissions and charges). If the price of the Product has not been paid in full, the Seller may request the Buyer to supplement the purchase price.

## 11. Sales abroad

Seller does not distinguish between buyers within Hungary and buyers outside the European Union by using the Website. Unless otherwise provided for in these GTC, the Seller shall ensure the delivery/collection of the ordered products in Hungary as described in clause 9. In the case of delivery abroad, an individual agreement is required.

The provisions of these GTC shall also apply to purchases made outside Hungary, except that, for the purposes of this clause, a consumer shall be deemed to be a buyer under the provisions of the relevant Regulation if he is a national or resident of a Member State or an undertaking established in a Member State and purchasing goods or services within the European Union solely for the purpose of final consumption or for the purpose of acting as such. A consumer is a natural person who is acting for purposes which are outside his trade, business, craft or profession.

The language of communication and purchase is primarily Hungarian, the Seller is not obliged to communicate with the Buyer in the language of the Buyer's Member State. Seller shall not be obliged to comply with any non-contractual requirements, such as labelling or sector-specific requirements, laid down in the national law of the Member State of the Buyer in relation to the Product concerned, or to inform the Buyer of such requirements.

Seller shall apply Hungarian VAT to all Products unless otherwise provided.

The Customer may exercise his/her enforcement rights in accordance with these GTC.

In the case of electronic payment, payment is made in the currency specified by the Seller, the Seller may withhold delivery of the Product until it is satisfied that payment of the price of the Product and the delivery charge has been successfully and fully made using the electronic payment solution (including in the event that, where, in the case of Products paid for by bank transfer, the Buyer transfers the purchase price (delivery charge) in the currency of his Member State and the Seller does not receive the full amount of the purchase price due to the conversion and bank commissions and charges). If the price of the Product has not been paid in full, the Seller may request the Buyer to supplement the purchase price.

The Seller shall also provide the same delivery facilities to non-Hungarian buyers as those available to Hungarian buyers in order to deliver the Product. If the Buyer may request delivery of the Product to Hungary or any other Member State of the European Union in accordance with the GTC, the non-Hungarian Buyer may also request delivery by any of the means of delivery indicated in the GTC.

If the Customer may choose to collect the Product personally from the Seller in accordance with the GTC, the non-Hungarian Customer may also do so. Otherwise, the Buyer may request to have the Product delivered abroad at his own expense. This right does not apply to Hungarian Customers.

The Seller shall fulfil the order after payment of the delivery fee, if the Customer does not pay the delivery fee to the Seller or does not arrange his own delivery by the date agreed in advance, the Seller shall terminate the contract and refund the prepaid purchase price to the Customer.

## 12. Complaints and redress

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

- Customer Service Office.
- Customer service opening hours: Monday - Friday: 8:30 - 15:30
- Phone: +36 99 524 270
- Internet address: [www.ktt.hu](http://www.ktt.hu)
- E-mail: [ktt@ktt.hu](mailto:ktt@ktt.hu)

The consumer **may communicate to the business, orally or in writing**, a complaint about the conduct, activity or omission of the business or of a person acting in the business's interest or on the business's behalf directly related to the marketing or sale of goods to consumers.

**The business must investigate the oral complaint promptly and remedy it as necessary.** If the consumer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the undertaking must immediately take a record of the complaint and its position on it and, in the case of a face-to-face oral complaint, give a copy of the record to the consumer on the spot. In the case of an oral complaint communicated by telephone or other electronic communications service, the consumer shall be provided with the substantive reply within 30 days at the latest, in accordance with the provisions applicable to the reply to the written complaint. In other respects, the consumer shall act on the written complaint as follows. Unless otherwise provided for in a directly applicable legal act of the European Union, **the business must reply in writing to the written complaint within 30 days of receipt and take steps to communicate the reply.** A shorter time limit may be laid down by law, or a longer time limit by statute. The undertaking must state the reasons for its rejection of

the complaint. Oral complaints communicated by telephone or by electronic communications must be given a unique identification number. The record of the complaint must contain the following information:

1. the name and address of the consumer,
2. the place, time and manner in which the complaint was lodged,
3. a detailed description of the consumer's complaint, a list of the documents, records and other evidence produced by the consumer,
4. a statement by the undertaking of its position on the consumer's complaint, where an immediate investigation of the complaint is possible,
5. the signatures of the person who took the record and, except in the case of an oral complaint made by telephone or other electronic communication service, the consumer,
6. the place and time of the taking of the record,
7. in the case of an oral complaint made by telephone or other electronic communications service, the unique identification number of the complaint.

The undertaking must keep a record of the complaint and a copy of the reply for five years and present it to the supervisory authorities at their request. If the complaint is rejected, the undertaking must inform the consumer in writing of the authority or conciliation body to which he may refer the complaint, depending on its nature. The information must also include the address, telephone and Internet contact details and the postal address of the competent authority or conciliation body in the place where the consumer resides or is staying. The information should also include whether the business will use the conciliation body to resolve the consumer dispute. If any consumer dispute between the seller and the consumer is not settled during the negotiations, the following means of redress are available to the consumer:

#### **Consumer protection procedure**

Complaints to the consumer protection authorities. If the consumer perceives a violation of his/her consumer rights, he/she has the right to lodge a complaint with the consumer protection authority of his/her place of residence. Once the complaint has been examined, the authority will decide whether to take consumer protection proceedings. The first level consumer protection authorities are the metropolitan and county government offices competent for the consumer's place of residence, a list of which can be found at: <http://www.kormanyhivatal.hu/>

#### **Court proceedings**

The Customer is entitled to enforce his/her claim arising from the consumer dispute before the court in civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

#### **Conciliation Body procedure**

Please note that you can lodge a consumer complaint with us. If your consumer complaint is rejected, you are also entitled to take your complaint to the Conciliation Body competent for your place of residence or domicile: the conciliation procedure can only be initiated if the consumer tries to settle the dispute directly with the business concerned. The conciliation body designated in the consumer's request is competent to take action instead of the competent body, at the consumer's request. Businesses have a duty to cooperate in the conciliation procedure, including the obligation to send a reply to the conciliation body's request and the obligation to appear before the conciliation body ('to ensure the attendance of a person authorized to negotiate a settlement at a hearing'). Where the seat or establishment of the business is not registered in the county of the chamber of the competent territorial conciliation body, the obligation of cooperation of the business includes offering the possibility of a written settlement in accordance with the consumer's request. In the event of a breach of the above obligation to cooperate, the consumer protection authority has the power to impose mandatory fines and no possibility of waiving fines in the event of infringement by businesses as a result of the change in the law. In addition to the Act on Consumer Protection, the relevant provision of the Act on Small and Medium-Sized Enterprises has also been amended, so that fines can be waived for small and medium-sized enterprises. The amount of the fine for small and medium-sized enterprises may range from HUF 15,000 to HUF 500,000, while for non-small and medium-sized enterprises subject to the Accounting Act with an annual net turnover exceeding

HUF 100 million, the fine may range from HUF 15,000 to 5% of the enterprise's annual net turnover, but not more than HUF 500 million.

By introducing a mandatory fine, the legislator aims to reinforce cooperation with conciliation bodies and to ensure the active participation of businesses in the conciliation procedure. The conciliation body is competent to settle consumer disputes out of court. The conciliation body's task is to try to reach an agreement between the parties to resolve the consumer dispute and, if this is not successful, to rule on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. The conciliation body shall, at the request of the consumer or the business, advise on the rights and obligations of the consumer. The conciliation panel shall act at the request of the consumer. The request must be made in writing to the chairman of the conciliation panel: the requirement of written form may be met by letter, telegram, telex, telefax or any other means which permits the recipient to store the data addressed to him permanently for a period of time adequate for the purposes for which the data were intended and to display the data stored in an unchanged form and content.

The application must include

- a. the name, address or place of residence of the consumer,
- b. the name, registered office or place of business concerned by the consumer dispute,
- c. if the consumer has requested the replacement of the competent conciliation body by the competent conciliation body,
- d. a brief description of the consumer's position, the facts in support of it and the evidence in support of it,
- e. a statement by the consumer that the consumer has attempted to resolve the dispute directly with the undertaking concerned
- f. a statement by the consumer that no other conciliation body has been involved in the matter, that no mediation procedure has been initiated, that no statement of claim has been lodged or that no application for an order for payment has been made,
- g. a motion for a decision of the panel,
- h. the signature of the consumer.

The application must be accompanied by the document or a copy (extract) of the document to the contents of which the consumer refers as evidence, in particular a written statement by the undertaking rejecting the complaint or, failing this, any other written evidence available to the consumer that the required conciliation has been attempted. If the consumer acts through an authorized representative, the authorization shall be attached to the application. More information on the Conciliation Boards is available at: <http://www.bekeltetes.hu>

### **Online dispute resolution platform**

The European Commission has set up a website where consumers can register to resolve their online shopping disputes by filling in an application form and avoiding court proceedings. This will allow consumers to enforce their rights without, for example, being prevented by distance. If you want to complain about a product or service you bought online and do not necessarily want to go to court, you can use the online dispute resolution tool. On the portal, you and the trader you have complained about can choose the dispute resolution body you want to deal with your complaint. The online dispute resolution platform is available here: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

### **13. Information on the consumer's right of withdrawal**

The consumer has the right to withdraw from the contract. According to Article 8:1, paragraph 1, point 3, only natural persons acting outside the scope of their profession, self-employment or business activity are considered to be consumers, so legal persons may not exercise the right of withdrawal without giving reasons.

The consumer has the right to withdraw without giving reasons according to Article 20 of Government Decree 45/2014 (26.II.). The consumer may exercise his right of withdrawal

- a) in the case of a contract for the sale of goods
  - aa) the product,

ab) in the case of the sale of several products, if the supply of each product takes place at different times, to the last product supplied,

the consumer or a third party other than the carrier and indicated by the consumer, which period shall be 14 days. Nothing in this point shall affect the consumer's right to exercise his right of withdrawal under this point 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 shall have the right to withdraw the offer before the conclusion of the contract, which shall terminate the obligation to make an offer to conclude the contract.

#### **Withdrawal notice, exercise of the consumer's right of withdrawal or termination**

The consumer may exercise the right provided for in Article 20 of Government Decree No. 45/2014 (26.II.) by means of a clear declaration to this effect or by using the model declaration that can be downloaded from the website.

#### **Validity of the consumer's withdrawal declaration**

The right of withdrawal is deemed to have been exercised within the time limit if the consumer sends his declaration within the time limit. The deadline is 14 days. The burden of proof that the consumer has exercised his right of withdrawal in accordance with this provision shall lie with the consumer. The seller shall acknowledge the consumer's withdrawal on an electronic medium upon receipt.

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

If the consumer withdraws from the contract in accordance with Article 22 of Government Decree 45/2014 (26.II.), the Seller shall reimburse the total amount paid by the consumer as consideration, including the costs incurred in connection with the performance, including the delivery fee, within fourteen days of becoming aware of the withdrawal at the latest. Please note that this provision does not apply to additional costs caused by the choice of a mode of transport other than the least costly usual mode of transport. In the event of withdrawal or termination in accordance with Article 22 of Government Decree 45/2014 (26.II.), the Seller shall reimburse the consumer the amount refunded in the same way as the consumer used the payment method. Subject to the express consent of the consumer, the Seller may use another method of payment for the refund, but the consumer shall not be charged any additional fee as a result. The Seller shall not be liable for any delay due to the incorrect and/or inaccurate bank account number or postal address provided by the Consumer.

Additional costs: If the Consumer expressly opts for a mode of transport other than the least costly usual mode of transport, the Seller shall not be obliged to reimburse any additional costs resulting therefrom. In such a case, we will be liable to reimburse up to the amount of the standard delivery charges indicated.

Right of retention: the Seller may retain the amount refunded to the consumer until the consumer has returned the goods or has proved beyond reasonable doubt that he has returned them, whichever is the earlier. We are not able to accept consignments sent by cash on delivery or by post.

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

Return of the product: If the consumer withdraws from the contract in accordance with Article 22 of Government Decree 45/2014 (26.II.), he/she must return the product immediately, but no later than fourteen days from the date of the withdrawal, or hand it over to the Seller or to a person authorized by the Seller to receive the product. The return shall be deemed to have been effected in time if the consumer returns the goods before the expiry of the time limit.

The consumer bears the direct costs of returning the product. The consumer bears the direct cost of returning the product. If the consumer terminates the off-premises or distance contract for the provision of a service after the performance has begun, he must pay the business a fee proportionate to the service provided up to the date of notification of the termination to the business. The amount to be paid by the consumer pro rata shall be determined on the basis of the total amount of the consideration laid down in the contract plus tax. If the consumer proves that the total amount so determined is excessive, the pro rata amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract. Please note that we are not able to take delivery of products returned by cash on delivery or postage paid.

Consumer's liability for depreciation: the consumer is liable for depreciation resulting from use beyond the use necessary to establish the nature, characteristics and functioning of the product.



**The right of withdrawal cannot be exercised in the following cases**

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

- a) in the case of a contract for the provision of a service, after the service has been performed in its entirety, if the undertaking has begun performance with the express prior consent of the consumer and the consumer has acknowledged that he/she will lose the right to withdraw from the contract after the service has been performed in its entirety;
- (b) for goods or services whose price or price is subject to fluctuations in the financial market which are beyond the control of the undertaking and which are possible even during the period laid down for exercising the right of withdrawal;
- (c) in the case of a product which is not a prefabricated product, which has been manufactured on the instructions or at the express request of the consumer, or a product which is clearly personalized for the consumer;
- (d) in respect of a perishable product or a product whose quality is to be maintained for a short period;
- (e) a product in a sealed package which, for health or hygiene reasons, cannot be returned after opening after delivery;
- (f) in respect of a product which, by its nature, is inseparably mixed with other products after delivery;
- (g) in respect of an alcoholic beverage the real value of which is dependent on market fluctuations beyond the control of the undertaking and the price of which was agreed between the parties at the time of conclusion of the contract of sale but the contract is not performed until 30 days after the date of conclusion;
- (h) in the case of a contract for a service where the undertaking, at the express request of the consumer, visits the consumer in order to carry out urgent repair or maintenance work;
- (i) for the sale of a copy of a sound or video recording or of computer software in sealed packaging, where the consumer has opened the packaging after delivery;
- j) in respect of newspapers, periodicals and periodicals, with the exception of subscription contracts;
- (k) contracts concluded at public auction;
- (l) a contract for the provision of accommodation, transport, the hiring of a private car, catering or services related to leisure activities, other than for the provision of housing, where a deadline or period for performance has been fixed in the contract;
- (m) in respect of digital content provided on a non-tangible medium, where the undertaking has commenced performance with the consumer's express prior consent and the consumer has, at the same time as giving that consent, acknowledged that he has lost his right of withdrawal once performance has begun.

**14. Warranty, product warranty, guarantee**

This section of the consumer information has been prepared on the basis of the authorization of Article 9(3) of Government Decree 45/2014 (II.26.), using Annex 3 of Government Decree 45/2014 (II.26.).

**14.1 Warranty for accessories**

In which cases can you exercise your right to a warranty of accessories? In the event of a defective performance by the Seller, you may claim a warranty of conformity from the Seller in accordance with the rules of the Civil Code.

What rights do you have under your claim for a guarantee? You may, at your option, claim the following remedies. If you have not requested or could not request the repair or replacement, you may request a proportionate reduction in the price or you may have the defect repaired or replaced at the Seller's expense or, as a last resort, you may withdraw from the contract. You may transfer your right to a different warranty, but you will bear the cost of the transfer, unless it was justified or the Seller has given a reason for it.

What is the deadline for you to exercise your right of accessory warranty? You must give notice of the defect as soon as it is discovered, but no later than two months after the defect is discovered. However, you should note that you cannot claim for a defect after the two-year limitation period from the date of performance of the contract. If the subject of the contract between the consumer and the business is second-hand goods, the parties may agree on a shorter limitation period; in this case, a limitation period of less than one year cannot be validly agreed.

Who can you claim against? You can make a warranty claim against the Seller.

What are the other conditions for exercising your rights under the warranty? Within six months of the date of performance, your right to claim under the seller's warranty is subject to no conditions other than the notification of the defect, provided that you prove that the goods or services were provided by the seller. However, after six months from the date of performance, you will have the burden of proving that the defect you have discovered existed at the time of performance. In the case of second-hand products, the warranty and guarantee rights are normally different from the general rules. In the case of second-hand products, we can also speak of defective performance, but we must take into account the circumstances under which the Buyer could have expected certain defects to occur. As a result of obsolescence, the occurrence of certain defects becomes more frequent, which means that it cannot be assumed that a second-hand product can be of the same quality as a newly purchased product. On this basis, the Purchaser may only assert his warranty rights in respect of defects which are not due to use and which arise independently of the defects resulting from use. If the used product is defective and the Customer, being the Consumer, was informed of this at the time of purchase, the Service Provider shall not be liable for the known defect.

#### **14.2 Product warranty**

In which cases can you exercise your right to a product warranty? In the event of a defect in a movable item (product), you may, at your option, either claim under the accessories warranty or under the product warranty.

What rights do you have under your product warranty claim? As a product warranty claim, you can only ask for the defective product to be repaired or replaced.

In which cases is the product defective? A product is defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

What is the deadline for making a product warranty claim? You have two years from the date on which the product was put on the market by the manufacturer to make a product warranty claim. After this period, you lose this right.

Against whom and under what other conditions can you enforce your product warranty? You can only enforce your product warranty against the manufacturer or distributor of the movable item. You must prove that the product is defective if you want to claim under a product warranty.

In what circumstances is the manufacturer (distributor) exempted from its product warranty obligations? The manufacturer (distributor) is only exempted from its product warranty obligation if it can prove that:

- the product was not manufactured or put into circulation in the course of his business, or
- the defect was not detectable according to the state of science and technology at the time when the product was placed on the market, or
- the defect in the product is due to the application of a law or a compulsory standard laid down by a public authority.

The manufacturer (distributor) need only prove one ground for exemption. He may not make a claim for a guarantee for accessories and a guarantee for a product for the same defect at the same time and in parallel. However, if your product warranty claim is successful, you can pursue your accessories warranty claim against the manufacturer for the replaced product or repaired part.

#### **14.3 Good Standing**

In which cases can you exercise your right to a guarantee? In the event of defective performance, the Seller is obliged to provide a warranty pursuant to Government Decree 151/2003 (IX. 22.) on the mandatory warranty for certain consumer durables. The law provides for a guarantee for durable consumer goods (e.g. technical goods, tools, machines) and their parts with a purchase value exceeding HUF 10,000.

What are your rights under the guarantee and within what time limits? Government Decree 151/2003 (IX. 22.) on the compulsory warranty for certain consumer durables defines the cases of compulsory warranty. For

Products not covered by this Regulation, the Seller does not provide any warranty. The warranty claim may be asserted within the warranty period. If the person obliged to provide the guarantee does not fulfil his obligation within a reasonable period of time at the request of the person entitled, the guarantee claim may be brought before a court within three months of the expiry of the period set in the request, even if the guarantee period has already expired. Failure to observe this time limit shall result in forfeiture of the right. In other respects, the rules applicable to the exercise of rights under a warranty shall apply mutatis mutandis to the enforcement of a warranty claim. The duration of the guarantee shall be one year. Failure to comply with this period shall result in forfeiture of rights. The guarantee period shall begin on the date of delivery of the consumer goods to the consumer or, where the installation is carried out by the undertaking or its agent, on the date of installation. Please contact the manufacturer for any warranty claims exceeding one year.

What is the relationship between the warranty and other warranty rights? Warranty is ancillary to warranty rights (product and accessory warranty), the main difference between general warranty rights and warranty being that the burden of proof is lower for the consumer in the case of warranty. Consumer goods covered by the compulsory warranty under Government Regulation 151/2003, which are fixed, or which weigh 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 use. If the repair cannot be carried out at the place of use, the dismantling, installation, removal and return shall be carried out by the undertaking or, in the case of a request for repair made directly to the repairer, by the repairer. The seller's undertaking shall not, during the period of the obligatory guarantee, impose on the consumer conditions which are less favorable than the rights which the rules on obligatory guarantees confer. After that period (1 year), however, the conditions of the voluntary guarantee may be freely determined, but the guarantee may not affect the consumer's statutory rights, including those based on the warranty of fitness.

Three working day exchange requirement: the three working day exchange requirement also applies to sales made via a webshop. The three working day replacement requirement is applicable to durable consumer goods covered by Government Decree 151/2003 (22.IX.2003), according to which if the replacement requirement is enforced within 3 working days, the seller must interpret this as meaning that the product was already defective at the time of sale and must replace the product without further ado.

When is the Seller released from his warranty obligation? The Seller is only released from his warranty obligation if he proves that the cause of the defect arose after performance. Please note that you may not make a warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time, but you will have the rights under the guarantee irrespective of the warranty rights.

## **15. Copyright**

Pursuant to Section 1 (1) of Act LXXVI of 1999 on Copyright (hereinafter referred to as "Copyright Act"), the website is a work of authorship and all parts of it are protected by copyright. The Copyright Act (Sztj. Pursuant to Article 16 (1) of the Copyright Act, the unauthorized use of the graphics, software, computer programs or any other application that may be used to modify the website or any part thereof is prohibited. Any material from the website and its database may be reproduced, even with the written consent of the copyright holder, only with reference to the website and with acknowledgement of the source. KTT Kubinszky Tömítéstechnika Kft.

## **16. Partial invalidity, code of conduct**

If a clause of the GTC is legally incomplete or ineffective, the remaining clauses of the contract remain in force and the provisions of the applicable legislation apply in place of the ineffective or defective part. The Seller does not have a code of conduct under the Unfair Commercial Practices Act.

## **17. Operation of digital content, technical protection measures**

The availability of the servers providing the data displayed on the website is above 99.9% per year. The entire data content is regularly backed up so that the original data content can be restored in the event of a problem. The data displayed on the website is stored in MSSQL and MySQL databases. Sensitive data is stored using encryption of appropriate strength and encrypted using hardware support built into the processor.