General terms and conditions

1. Introduction

These General Terms and Conditions (hereafter: GTC) include the rules of using the available site of <u>www.javoli.com</u> Website (hereafter: Website) for all the Retailers and Wholesalers (hereafter: Customers) and the licence precedent.

About the personal details of the customers the Privacy Informative has all the information, which is available directly from the main site.

For using the Website all the technical informatives wich are not include in the GTC, can be available on the Website in other different kinds of informatives.

The basic language of the contract is Hungarian. Further eligible languages are: English and German.

The order made via the webshop is not written contract, but a lawsuit with a case-by-case attitude. This way the electric contract between Customer and Supplier is not written contract. These are not registered by the Supplier, so these are not available and not be on view posteriorly.

The orders can be made just electronic via the Webshop. It is not possible to make order via fax, telephone, e-mail or air mail. If Customer makes the order in some of these options, Supplier does not accept the order.

The Supplier does not subject themselves to any kind of behaviour codex.

2. The Supplier

The Customer notes and accepts the followings during the use of the Website:

The Supplier

Name:

Max-Fashion Kft.

Headquarter, post address:

Széchenyi street 172. Székesfehérvár

H-8000, Hungary

Address of personal pick-up:

Széchenyi street 172. (I. hall) by appointment 8:00-15:30 from Monday to Friday Székesfehérvár

H-8000, Hungary **Phone number:**

+36 70 674 8001

E-mail:

info@javoli.com

Technical customer service

support@javoli.com

English customer service:

customerservice@javoli.com

VAT number:

23032880-2-07

EU VAT number:

HU 23032880

Company Registration Number:

07-09-019451

Entry Court:

Székesfehérvári Törvényszék Cégbírósága (Court of Justice - Registry Court of Székesfehérvár)

Bank account numbers:

Raiffeisen Bank HUF bank account: HU55 1202 3008 0195 8735 0010 0003 SWIFT code: UBRTHUHB Raiffeisen Bank EUR bank account: HU34 1202 3008 0195 8735 0020 0000 SWIFT code: UBRTHUHB Raiffeisen Bank RON bank account: HU34 12023008-01958735-00300007 SWIFT code: UBRTHUHB

Hosting Provider:

UNAS Online Kft. unas@unas.hu Major köz 2. I/15 Sopron H-9400, Hungary

3. Licence Precedent

Responsibility

The Customer uses the Website for his/her own responsibility and accepts that the Supplier does not have responsibility for wealth and non-wealth damages during the using process and moreover does not have responsibility over any kind of damages of human life, limb and health-damaging breach of contract.

The Supplier rules out all the responsibility about the behaviour of the users of the Website. The Customer must take care about not to hurt neither direct or indirect way the third pesron's personality rights or other laws during the use of the Website. The Customer is fully and exclusively responsible for his/her own behaviour, the Supplier cooperates in this case in all the way with the authorities to lighten the trespass if needed.

The Supplier is appropriate, but not liable to check the adventitiously available contents by the Customers during the use of the Website and according to the contents the Supplier is appropriate but not liable to search signs about incidental illicit processes.

The pages of the service could contain connecting points (links) which lead to other suppliers' pages. The Supplier does not take responsibility about these pages' privacy policy and any kind of their activities and works.

Because of the global aspect of the Internet the Customer accepts that during the use of the Website he/she must proceed according to the related international laws. In connection of the use of the website if some kinds of activity is not allowed according to the Customer's state's laws, the responsibility encumbers exclusively just the Customer.

If the Customer notices reprehensible content on the Website, he/she is liable to inform the Supplier about it forthwith. If the Supplier decides during the confiding investigation process that the information is well-founded, the Supplier is obligee to delete or modify the information forthwith.

According to the GTC this contract between Supplier and Customer ends if the Customer deletes his/her registration or if the Supplier deletes the registration of the Customer.

Copyright

The whole Website, its graphical parts, texts and technical solutions and the other parts of the Service are under copyright and other kinds of belonging mental or intellectual creations are also under copyright (especially the trademark protection). The Supplier is authorized and licensed user for the copyright of the Website, furthermore authorized for all the conents and services which are available via the Website: for any authorized creations and other intellectual works (including all the graphical and other elements, the scheme of the Website's platform, the editing, the used software and other kinds of solutions, ideas and realizations).

The save of the Website's contents to hard drive or the printing of the contents for private personal use is possible just if the Supplier allowed it previously in a written licence. The use of the contents over personal and private use, to send them forward to third person or make them as a public information or make them downloadable is possible just and exclusively if the Supplier allowed it in written form beforehand.

Beyond the rights which are expressly defined in this GTC, the registration, the use of the Website or neither none of the directions ensures the Customer that he/she has the right to use any kind of trading brand or copyright trademark from the Website for general use or utilize. For the intended use of the site for the Customer without the prior written licence from the Supplier the copies and other private uses of the Website's parts is not possible and banned.

The Supplier reserves all the rights for all the elements of its service, especially for the <u>www.javoli.com</u> domain name, and for all the belonging sub-domains, for all the other domain names which are reserved by the Supplier, for all of these belonging sites and moreover for the advertising platforms of the belonging internet sites.

Forbidden and prohibited are all the activities which is listing of the database, systematization, archiving, hacking and decryption of all the source-codes of the Supplier, except just if the Supplier gives special and unique written licence for that for the Customer.

Without special agreement and contract it is forbidden and prohibited to modify, copy, overwrite or place any additional information in all the platforms, database and sites of the Supplier.

4. Buying in the Web Shop

Registration

The most parts of the Website are available for all the Customers without Registration, but to order from the Website the Registration is required.

The Customer can make the Registration with the button "Registration" on the main site (on the left on the top over the Javoli logo). Please click on the button and fill the details which are required. When it is finished, scroll down and click on the button "Registration". During the Registration the Customer must give the following details:

Under the "Login details"

- E-mail address
- Password

Under the "Contact information"

- Name
- Phone number
- Mobile phone number

Under the "Billing address"

- Name
- Billing address: city, zip code, street name, housenumber, country
- If the customer is company the VAT number is required

The basic setting on the Website is that the billing address and the delivery address are the same. If the billing address and the delivery address is not the same, the Customer can find a little square and there is a thick in it and this thick must be erased from

the square with one click on this square. After it to give another deivery address become possible.

The Customer has the opportunity to suscribe the newsletter of the Supplier with clicking into the belonging square and put a thick into it.

For the Registration Confirmation is needed. After Customer sends the Registration, the Supplier must check it and if everything is alright the Registration and the access to the Website will be confirmed. About the Confirmation the Supplier informs the Customer in e-mail. After this e-mail is received, the Customer can log in to the Website every time if he/she wants.

After the successful confirmed Registration the Customer can log in to the Website by clicking on the button "Login". There he/she must give the registered e-mail address and type the password.

Customer is appropriate to delete his/her Registration from the Website with an e-mail which must be sent to <u>info@javoli.com</u>. After the e-mail arrives to this e-mail address, the Supplier must take care about the deletion of the Registration. The details of the Customer will be deleted from the database immediately, but this deletion is not valid for the rules in connection with the previously completed orders and transactions and the belonging documents. After the deletion to set back the details is not possible.

For the access details (especially for the password) and keeping them in secret exclusively the Customer is responsible. If the Customer gets the information that the given password possessed by an unauthorized third person, Customer must take care about the modification of the password. If it is probable that the third person abuses with any kind of use of the password, Customer is responsible to inform the Supplier immediately.

Customer agrees that the personal details which were given during the Registration are real and if it is necessary he/she will refresh it according to the actual correct details.

The Customer must inform the Supplier about every change in connection with his/her company details via the **customerservice@javoli.com** e-mail address (change of VAT number, delivery address or billing address). If Customer does not inform the Supplier about the changes and the package will be delivered to wrong address or if the validity of the VAT number expires and Supplier sells the products in netto prices and make invoice with bad prices, all the responsibility is for the Customer. **Order**

After the Registration on the Website the Customer can log in and prepare order with products which are offered on the Website for sale.

The Customer can browse from the products on the left side of the Website where "Categories" can be found. There is possible to search products which are interested by the Customer.

Customer can use the "Quick Search" on the top of the Website and there is possible to find the wished products with some keywords.

If the Website finds result of the searching, it will show it to the Customer. If the Customer clicks on "Detailed search", categories and other features can be given. The results of this kind of searching will also appear like the previously mentioned things. To turn the page and check the details of the products are also possible this way.

Customer can be informed about the details of the product (price, seizes, detailed features) if he/she clicks on the name or on the picture of the product.

On the platform of the detailed features of the product Customer can put the products into the shopping cart by clicking on the "Add to Cart" button. Also on this platform can be given the needed quantity.

The content of the Shopping cart (ordered quantities of the product and total amount) can be checked on the right side of the site on the top by clicking on the button "Cart". By clicking on the "Cart" the Website will lead the Customer to the Shopping cart.

In the Shopping cart Customer can check the list of the ordered products, the belonging netto and gross prices, the ordered quantity and the total amount at the bottom of the list.

On this platform Customer can modify the content of the cart, because Customer has an opportunity to delete product from the order by clicking on "X" button at the end of the line or change the quantity of the products by giving the correct quantity in the column of "Quantity" and click on the button "Modify" and refresh it (with circle shaped green arrow).

Customer has the opportunity to empty the Shopping cart by clicking on the button "Empty Cart", or modify it by clicking on the button "Modify". By clicking on the button "Back" the Website will lead the Customer back to the platform where the features of the product can be found and Customer can continue the shopping and the searching on the Website.

By clicking on the button "Order" Customer can continue the process of the order on the Website.

Customer has the opportunity to save the order by clicking on the button "Save Cart" at the bottom of the page.

By clicking on the button "Order" Customer can continue the process of the order on the Website.

The Website will lead the Customer to the platform of "Delivery and Payment Methods. Customer can choose on the platform of "Delivery and Payment Methods" from the payment methods and the delivery methods. After customer chose from the offered options in connection with the payment and delivery method, by clicking on the button "Next" the Website will lead Customer to the "Checking of the Details". By clicking on the button "Back" the Customer can step back to the platform where the content of the

Shopping cart can be checked.

On the paltform of "Checking of the Details" the Customer has the opportunity to check the order, especially the given details, the ordered products, the prices and the delivery and payment methods.

Moreover Customer has the opportunity to write comment to the order in the given platform.

It is important that Customer must accept on this platform this GTC, the Privacy informative and the informations which can be found on the platform of "Information" by put a thick into the square which can be found in this platform.

At the bottom of the site after clicking on the button "Order" the Customer can finally send the Order. The Supplier after it informs the Customer about the success of the order in this platform and also inform the Customer about the number of the Order.

So to send the order please click on button "Order" and it makes payment responsibility for the Customer.

The Customer can check the status of the Order on the Website by clicking on the button "Profile" on the top of the Website. Here the Customer can find all of his/her orders. All the orders can be identify by the unique order number.

Prices of the Products

The prices of the products which are on the Website do not include the VAT or other kinds of taxes (due to this the prices of the products are showed in netto). It is because the Website does not serve private customers, just exclusively resellers. The price of the product does not include the shipping cost and other packaging cost will be not counted.

The prices of the products are showed in Hungarian Forint (Ft), but it is possible to change the currency to Euro (\in) by clicking on it on the right side of the page on the top. After changing it the prices will be showed in Euro.

The total payable amount according to the total sum of the order and according to the confirmation e-mail includes all of the charges, including the shipping cost as well.

Correction of the Keyboarding Mistakes

Customer can modify his/her details on the Website anytime until the order is sent to the Supplier. Modifications can be made on the own account of the Customer. But in the Profile Customer can not modify the billing and the delivery address, they can be modified just via e-mail of the customer service of the Supplier. The Customer can delete products on the ordering platform from the shopping cart by clicking on the button "X", if he/she does not want the product. Keyboarding mistake can be for example if the given quantity is wrong or wrong product was put into the shopping cart. Also keyboarding problems are the deletion of the wrong product from the shopping cart or typing mistake in the personal details (for example in the delivery address).

Validity, Confirmation

The arrival of the order which was sent by the Customer is always confirmed by the Supplier with an automatic e-mail, maximum within 48 hours. This confirmation e-mail includes the details of the Customer which were given during the registration (billing name and address, shipping name and address), the number of the order (to identify it), the date of the order and the list of the ordered products (they are in alphabetical order according to the product codes) and the details of the ordered products (product codes, netto prices and in case the gross prices, the shipping cost and the total amount what Customer should pay).

If Customer already sent the order to the Supplier, but some mistakes are discovered in the confirmation e-mail, the Customer must inform the Supplier within 1 days to avoid the inconveniences in connection with the committed mistakes.

The Customer can quit from under the responsibility without any delay, but at least within 48 hours if the confirmation e-mail is not sent by the Supplier.

This confirmation e-mail from the Supplier towards the Customer means the acceptation of the order and it means that there is a valid contract between Supplier and Customer.

The order is qualified as an electrical contract, and for that the law of year 2013, number V. from the citizen law-book is valid and the electronic trading services and furthermore the services in connection with the informatical society and their questions and statements in the law of year 2001, number CVIII. are also authoritative. The contract is under the government edict of 45/2014 (II.26) and its rules are about the details of the contract between the Customer and the Supplier. The contract also keeps the laws of the Customer of the European Parliament and Council's policy number 2011/83/EU.

Payment

Payment with cash on delivery directly to the courier or at our warehouse with personal pick-up:

If the ordered products from the Website want to be paid with cash on delivery and were delivered by the curier or want to be paid by the personal pick-up at the warehouse, the Customer must pay directly to the curier or at the warehouse by cash to the employee of the Supplier. Cash on delivery and personal pick-up of the products are possible payment options just for the Hungarian customers!

Bank transfer in advance:

The Customer pay the ordered products to the Supplier in advance. When Customer makes the payment via bank transfer, the order number is required to written as a comment during the bank transfer. If this method of payment is chosen, Customer must wait for the confirmation e-mail from the Supplier. Until this confirmation e-mail is not received, please do not start the bank transfer. The Supplier will start the ordered products to the Customer just after the payment is already arrived to the bank account of the Supplier.

After the payment is received, Supplier will give the package to the courier and inform the Customer about the delivery and send a new confirmation e-mail with the tracking number of the package.

The required details for the bank transfer, including the bank account number of the Supplier is included in the confirmation e-mail what Supplier send to the Customer after the order made.

Payment by credit card via the system of SimplePay:

This payment method leads the Customer to the platform of SimplePay, where Customer can complete the transaction. The Customer can use his/her credit card on this platform to complete the payment. The details of the credit card must be given directly to the SimplePay on the platform of SimplePay, so the Supplier will not receive these details.

Accepted credit cards: MasterCard, Maestro, Visa, Visa Electron, American Express

Pastpay 15-day deferred payment method:

At the javoli.com webshop, it is possible to pay for the purchased goods not immediately, but at a later date. We provide this with the help of an external financial partner, Péntech Financial Solutions Zrt. ("Péntech"), through its factoring payment method called **PastPay**. In this case, if you select PastPay (factoring) as the payment method at checkout and Péntech undertakes to finance the given transaction, Péntech will factor the invoice issued by the Service Provider to you, therefore it will purchase the Service Provider's claim against you and pays the the invoice value to the Service Provider instead of you. In such cases, the invoice issued by the Service Provider already contains the unique legal features of the scheme and the necessary information. It is IMPORTANT that after factoring, your payment obligation remains with Péntech, which can only be paid to the account number of Péntech indicated on the invoice. You must fulfill your payment obligation no later than the due date of the invoice, otherwise a flat rate of 40 euros will be charged. By using PastPay, you consent to the forwarding of your contact details (name, email address, phone number) to Péntech. This is primarily necessary so that we can send you the information and notifications necessary for the grant and the payment process. You can find Péntech's Privacy Policy **here**. In the event that Péntech does not undertake to finance the given transaction, this payment method is not available - of course, you still have the option of making the purchase, please choose another payment method this time.

Pastpay 30-day deferred payment method:

At the javoli.com webshop, it is possible to pay for the purchased goods not immediately, but at a later date. We provide this with the help of an external financial partner, Péntech Financial Solutions Zrt. ("Péntech"), through its factoring payment method called **PastPay**. In this case, if you select PastPay (factoring) as the payment method at checkout and Péntech undertakes to finance the given transaction, Péntech will factor the invoice issued by the Service Provider to you, therefore it will purchase the Service Provider's claim against you and pays the the invoice value to the Service Provider instead of you. In such cases, the invoice issued by the Service Provider already contains the unique legal features of the scheme and the necessary information. It is IMPORTANT that after factoring, your payment obligation remains with Péntech, which can only be paid to the account number of Péntech indicated on the invoice. You must fulfill your payment obligation no later than the due date of the invoice, otherwise a flat rate of 40 euros will be charged. By using PastPay, you consent to the forwarding of your contact details (name, email address, phone number) to Péntech. This is primarily necessary so that we can send you the information and notifications necessary for the grant and the payment process. You can find Péntech's Privacy Policy **here**. In the event that Péntech does not undertake to finance the given transaction, this payment method is not available - of course, you still have the option of making the purchase, please choose another payment method this time.

Declaration of Datatransfer

By clicking the Redirect button the Customer accepts Max-Fashion Kft. (8000 Székesfehérvár, Széchenyi street 172. B/1.) at javoli.com to provide the following personal data stored in its user database to SimplePay Zrt. (1138 Budapest, Váci street 135–139. B/5.) Provided data: username, family name, given name, country, phone number, e-mail address.

The purpose of data transmission: customer support for users, confirming transactions and fraud-monitoring for the safety of the users.

Internet-payment is not possible with all the credit cards with the type of VISA and Maestro. In connection with it please turn to your bank from where you have the credit card.

Invoice

Supplier prepares invoice about each transaction about the ordered products to confirm that the payment is completed. Invoice is sent to the Customer all the time in the package together with the products and also send it to the given email address.

Loyalty Program Policy

The Seller maintains a Loyalty Program system for registered customers on the Website.

Every person registered on the Website automatically participates in the Loyalty Program system.

In the Loyalty Program system, the Buyer gains credit after every purchase from orders placed after 13:00 on 23rd of May 2023, based on the following calculation method.

After a successfully completed, invoiced, finalized and received order, the Buyer receives 2% of the value of EVERY product as credit.

Credits accumulated within the framework of the Loyalty Program system can be used during purchases as follows:

The use of credits is allowed during the purchase of most Goods.

Only credits obtained after a previous purchase can be used during the current purchase.

Credits earned in the Loyalty Program system can only be used for products available on the Website.

Credits earned in the Loyalty Program cannot be transferred to others and cannot be exchanged for cash. If a credit earned in the Loyalty Program is used, the purchase price is reduced by the value of the used credits.

Loyalty Program credits can be used up to 60 days after acquisition.

If the Buyer does not use the Loyalty Program credit within the specified period, the Seller deletes the unused credit from the loyalty account.

The Loyalty Program credit can also be used towards the value of the Goods and the delivery fee.

Redeeming credits is voluntary, and the condition of redeeming credits is that the Buyer logs into the customer registration account in which they would like to use the credits during the purchase.

Delivery of the Products

The delivery of the packages is completed by courier companies GLS, DPD, DHL, Dachser, Express One, Foxpost, Sameday, Packeta, Hungarian Post (MPL) on workdays between 8 AM and 5 PM - without any conciliation.

The courier delivers packages from Monday until Friday from 8 AM until 5 PM. If the Customer is not at the delivery address on these mentioned periods, it is practical to give another delivery address where he/she can receive the package, or take care about delivery date in advance and inform the Supplier.

Supplier sends to the Customer confirmation e-mails about the status changing of the package to the registered e-mail address.

If the Customer is not at the delivery address at the time when the courier completes the delivery, the courier leaves a note for the Customer about the unsuccessful delivery. On the note there is a number and Customer can contact with the courier and according to this number Customer can ask another delivery with a wished appointment or another delivery address. The courier tries to make the delivery of the package once again.

The courier tries to deliver the package altogether twice. The shipping cost which is paid by the Customer includes two delivery attempts. If the second delivery is also unsuccessful - due to the mistake of the Customer -, the third attempt should be completed by the Supplier again just if the Customer pays the shipping cost again to the Supplier and this payment arrives to the bank account of the Supplier. This command is not valid if the delivery fails due to the mistake of the Supplier.

If the Customer realises some damage on the package when it is delivered, Customer should not take the package from the courier and send it back. If the package was damaged clearly visible and this damage was discovered before the delivery is completed, the Supplier ensures the pay-back of the products without any charges.

Shipping Costs

Scroll down to the bottom of the main page to the "Information" section, Customer can click on button "Shipping" and the shipping costs and the delivery Zones are there.

Do not forget to log in in the meantime!

Delivery Period

The delivery period is 3-5 workdays within Hungary. In connection with the delivery periods to other countries please contact with our customer service on the following e-mail address: customerservice@javoli.com

Supplier - in case of missing of any kind of special agreements between Supplier and Customer - must deliver the products to the Customer within 30 days after the order was sent to the Supplier. Of course Supplier must deliver the products to the Customer just after the payment is completed and money arrived to the bank account of the Supplier.

In case of delay of Supplier the Customer is appropriate to declare new extension period of the delivery. If Supplier does not completes the delivery within the new extension period, the Customer can quit from the contract.

The Customer is appropriate to quit from the contract without declaring new extension period, if:

- 1. the Supplier refused the completion of the contract; or
- 2. according to the advanced agreement between Supplier and Customer the contract must be completed within the original agreed delivery period and not within other period.

5. Cancellation Policy

Process of Cancellation Policy

The facts and rules in this point refer to the person who is out of his/her own skill, own job or own business circle and buy products, make order, use the service and make some communication in connection with the ordered products and he/she is the consignee of the offer (hereafter: Customer).

According to the edict number 45/2014 (II.26) which is about the details of the contract between Customer and Supplier, the Customer has the right in appropriate of the contract referring to the purchase of the product:

- 1. to the product,
- 2. in the case of supplying more products, the last time supplied product,
- 3. in the case of supplying product containing more parts or more pieces, the last time supplied part or piece,
- 4. if the product must be supplied regular within a defined period, for the first supplying, the Customer or the determined another third person except the courier the Customer can cancel the receive of the product from the day that the product was handled by courier within 14 days without any explanation.

Customer also has the right to use the cancellation policy between the day of the contract was made and the day of the delivery is completed.

If Customer wants to use the cancellation policy, he/she mujst be send his/her declaration to the Supplier via post, fax or e-mail in the availabilities of the Supplier which are visible in the 1. point of the GTC. Customer makes the cancellation policy within the deadline if the declaration is sent within 14 days to the Supplier.

The Customer is responsible for proving his/her cancellation according to the determined conditions in point 4.

The Supplier confirms the arrival of the Customer's cancellation in e-mail.

In the case of written cancellation it must be applied if the Customer send it within 14 calendar days (even on the 14th calendar day) to the Supplier.

If the cancellation is via post, the 14 days start on the day of the start of the declaration, if the cancellation is via e-mail or fax, the period starts on the day of the e-mail or the fax was sent. The Customer's cancellation via post must be sent by recorded post to give proving the date of dispatch.

In the case of cancellation the Customer must send back the ordered product to the address of the Supplier without any causeless

delay, but latest 14 days later than the cancellation declaration was made. The deadline is kept if the Customer sends back the product before the 14-day-long period, or the product is given to the courier within this period and it is proved by the Customer.

The cost of the delivery to the address of the Supplier debits the Customer, except if the Supplier accepted to pay this cost. The Supplier does not accept the cost of the back-delivery (home freight) instead of the Customer. Supplier will not accept the package which was sent by the Customer with cash on delivery. During the process of the cancellation other costs do not debit the Customer.

If the Customer cancels the contract, Supplier immediately, but latest on the 14th day of the date of the cancellation declaration of the Customer was received, the Supplier cash back all the rewards made by the Customer, including the courier fee (which was paid for delivery), except the overpayments which was made because of the Customer chose cheaper courier cost which was lower than the cheapest which was offered by the Supplier. Supplier has the right to keep back the refund until the products do not arrive back or the Customer do not prove some authoritative way that he/she started the product back. From the two appointments Supplier counts the first date.

During the refund the Supplier uses the same payment method as it was in the original transaction, except if the Customer does not allow another method for the Supplier; according to the refund any charge debits the Customer.

The Customer is responsible about the deterioration of the product just if the damage occurs despite of the nature, features, function and operation of the product. The Supplier can require the nature, feature, function and operation of the product and the refundment of the deterioration.

The Cancellation Policy is not valid for the Customer if:

- 1. the product is not prefabricated and the Supplier produced it according to the demands of the Customer or the product was personalizes according to the claims of the Customer;
- 2. in the case of product which was sold in closed package because of health-protection or other hygiene reasons and it can not be returned because of the opened packaging. (eg. cream, toothbrush, deodorant)

6. Guaranty

Guaranty of Products

Customer can enforce warranty against Supplier in case of wrong completion.

In case of contract with non-consumer (reseller) Customer is appropriate to enforce the warranty within 1 year from the date of the receiving of the product.

Customer - depending on his/her choice - can ask repair, correction or change of the product, except if some of the chosen option does not cause additional cost for the Supplier. If the Customer did not require the correction or the replacement, or he/she was not able to ask it, Customer can require the proportional consideration of the damage for the cost of Supplier, or the Customer can also fix it for the cost of Supplier, or Customer can made it by a third person, or - in final case - Customer can have his/her Cancellation Policy. Cancellation due to a minor defection is not possible.

Customer can change the chosen type of warranty to another kind, but the cost of the switch debits the Customer, except if the switch was reasonable or it was caused by the Supplier.

Customer is responsible to inform the Supplier about the problem immediately after the discovery, but not later than 2 months from the date of the discovery.

Customer can enforce the warranty directly against the Supplier.

Within 6 months from the date of the completed contract the warranty can be enforced and the only condition to prove it by the Customer is to confirm that the product was bought from the Supplier (invoice or copy of invoice which was prepared by Supplier for the Customer). In this case the Supplier can quit from the warranty just if Supplier can prove that the defection of the product was cause after the delivery for the Customer. If Supplier can prove that the defection was caused by the Customer after the delivery, Supplier has the right to reject the warranty of the Customer. After 6 months the Customer is responsible to prove that the defection was also valid at the moment of the delivery as well.

Warranty

The Supplier does not sell product which is mandatory for certain durable items based on 151/2003. (IX. 22.) Government regulation.

Enforcement of Warranty Claims

Customer can inform the Supplier about his/her warranty claims via the contacts which are visible in the 1st point.

7. Warranty

The Supplier does not sell a product which has been approved by the consumer durables of compulsory warranty according to the Government Regulation of 151/2003. (IX. 22.) or is under the effect of the law 2013 year V. law (Ptk).

Enforcement of Warranty Claims

The Customer can inform the Supplier about the warranty claims via the contacts in the 1. Point.

8. Enforcement of Rights

Place, time and method of complaint administration

Customer can make the complaint about the product or about the activity of the Supplier via the contacts at the 1. point.

Supplier solves the oral complaint if the possibility is given. If there is no possibility to solve the complaint immediately due to the aspect of the complaint or the Customer does not agree with the handle of the process, the Supplier make a report about the complaint - which will be kept for 5 years including with the answer of the Supplier for the complaint.

In case of personal complaint the Supplier gives one copy of the report to the Customer or if it is not possible, Supplier must handle the process due to the written complaint rules according to the followings;

In case of complaint via telephone or another electric kind of communication service the Supplier sends the copy of the report as an answer for the complaint to the Customer at the same time when the answer for the complaint is given.

In all other cases, the Supplier proceeds due to the written complaint rules.

Supplier answers the written complaints within 30 days. The despatch in case of this contract means to give an answer via post.

In case of refusing the complaint the Supplier informs the Customer about the reasons.

8.1 Other Enforcement Possibilities

If there is no solution between the Supplier and the Customer regarding the disputes with the Supplier, the following enforcement possibilities are open for the Customer:

a) Complain to the Consumer Protection Authority

If the Customer feels that his/her rights were hurt, from 01/01/2017 he/she can turn primarily to the regionally competent district offices. After rewieving the complaint, the authority's decision determines the continuance of the consumer protection procedure.

Availabilities of a local consumer protection authority which is in the area where Supplier is located:

Boreau of Fejer County

Technical Licensing and Consumer Protection Head Department, Consumer Protection Department

Address: 8000 Székesfehérvár, Piac tér (square) 12-14.

Post Address: 8050 Székesfehérvár, Pf.: 936.

Phone number: +36 22 501 751, +36 22 501 626,

Telefax: +36 22 526-905

E-mail: fogyved@fejer.gov.hu

List of the territorial authorities: <u>http://fogyasztovedelem.kormany.hu/teruleti</u>

b) Dispute settlement procedure through the European Union's online dispute resolution platform: https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU

In case of consumer dispute if there is correlation with online sales contract, it is possible for Customer regarding his/her online purchase even if it is cross-border to clear the problem in electronical way via the link with an online complain which was made on the online platform of the relevant authorities.

To make it just a registration is needed on the online platform on the given link, Customer must fill an application completely and send it electrical to the Conciliation Board via the platform. In this case the Customer can claim his/her rights despite of the distance.

c) Initiation of a Procedure at Conciliation Board

Availability of Conciliation Board: http://www.bekeltetes.hu/index.php?id=testuletek

If Supplier refuses the complaint of the Customer, Customer is appropriate to turn to Conciliation Board according to his/her area of his/her residence belonged to. The assumption of the start of the process by the Conciliation Board is that Customer must try to clear the complaint with the Supplier.

The Conciliation Board is responsible for the agreement of consumer disputes outside the court proceedings. The mission of the Conciliation Board is to try to solve the consumer dispute between the Supplier and Customer and make agreement between them.

The conciliation body proceeds to solve the complaint according to the Customer's request. The application must be submitted to the President of the Conciliation Body in written way.

Competent Board according to the headquarter of the Supplier:

Conciliation Board in Fejer County:

- Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.
- Phone: +36-22/510-310 or +36-22/510-323
- Fax: +36-22/510-312
- e-mail: fmkik@fmkik.hu or szaller@fmkik.hu

According to the rules of the Conciliation Board Consumer can be: A non-governmental organization according to a separate law, church, apartment house, housing cooperative, micro-, small and middle enterprise who buy, order, get, use product or is a consignee of an offer of some communication regarding the product.

d) Initiation of a Judicial Process.

9. Other Provisions

One-sided Modification of the General Terms and Conditions

Supplier is appropriate to make one-sided modifications on this General Terms and Conditions with prior information of the Customer. The modifications come into force when the Customer uses the Website at the first time after the modifications are completed. The modifications are valid for orders which are made after the date of the modification came into force. The date of the entry into force of this General Terms and Conditions is: 03/07/2025