

Banknote.hu

# General Terms and Conditions

This document will not be registered (later will not be available), it will be concluded exclusively in electronic form, not a written contract, written **in Hungarian**, does not refer to a Code of Conduct. If you have questions about the operation, ordering and shipping process of the webshop, we will be at your disposal (**see contact details below**).

The scope of this GTC covers the legal issues of the web pages of the Service Provider (banknote.hu, accubanker.hu, uv-lampa.hu, uvlampa.hu, bankjegyszamlalo.hu, bankjegyszamlalo.eu, goldmill.hu, cashtech.hu, penzszamlalo.com, penzszamlalo.hu, penzszamoloz.eu) and subdomains. Current GTC is available on the following website: <http://banknote.hu/aszf> and can be downloaded from the following link: <http://banknote.hu/aszf.pdf>

## 1. SERVICE PROVIDER'S DATA:

Name of the Service Provider: BANKNOTE Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (BANKNOTE Trade and Service Limited Liability Company)  
The headquarters of the Service Provider (and the place of complaint handling): 1163 Budapest, Cziráki utca 26-32.  
Contact details of the Service Provider, regularly used e-mail address for contact Customers: [info@cashtech.eu](mailto:info@cashtech.eu)  
Company Registration Number: 01 09 862912  
Tax number: 13585349-2-42  
Registered Registry Authority: Fővárosi Bíróság mint Cégbíróság  
Telephone number: 06 1 401-0938  
Privacy Registration Number: NAIH-73260/2014.  
Language of the contract: **Hungarian**  
A hosting provider is not required by the Service Provider.

## 2. BASIC PROVISIONS:

- 2.1. Issues not regulated in this GTC and the interpretation of these rules shall be governed by Hungarian law, in particular with regard to the Act V of 2013 on the Civil Code ("Ptk") and the Act of CVIII. (Elker tv.) 2001 on Electronic Commerce Services, certain aspects of information society services, and 45/2014 (II.26.) Government Decree on the detailed rules for contracts between Customers and companies. The mandatory provisions of the relevant legislation shall apply to the parties without any specific clauses.
- 2.2. This GTC shall remain in force from 29 March 2018 until its revocation. The Service Provider is entitled to modify the GTC unilaterally. The Service Provider publishes the changes 11 (eleven) days prior to their entry into force on the website. Users using this website will accept that they will be automatically subject to any regulations regarding the use of the website.
- 2.3. The User, if he/she accesses the Website operated by the Service Provider or reads its contents in any way, even if he/she is not a registered User of the website, agrees to be bound by the GTC. If the User does not accept the terms, he/she is not entitled to view the content of the website.
- 2.4. The Service Provider reserves all rights to the website, any details and the content thereof, and to the dissemination of the website. It is forbidden to download, store, process and sell any content, or any part of the website without the written consent of the Service Provider.

## 3. REGISTRATION/PURCHASE

- 3.1. By signing up or registering on the website the User declares that he/she acknowledges and agrees to the terms and conditions of this General Terms and Conditions and the Privacy Policy published on the website, and gives his/her consent to the processing of data.
- 3.2. When purchasing/registering a User must provide his/her own real data. In case of entering untrue or other personal data during purchase/registration or entering data that belong to another person the resulting electronic contract is null and void. The Service Provider shall not be liable for the use of any other person's data used by another User.
- 3.3. The Service Provider shall not be liable for any delays, other problems and faults due to misrepresentation and/or inaccuracy of the User's data.
- 3.4. The Service Provider shall not be liable for any damages arising from the User forgetting his/her password or its becoming available for any unauthorized person for any reason not attributable to the Service Provider.

#### 4. RANGE OF PRODUCTS AND SERVICES TO BE PURCHASED

- 4.1. The prices shown on the products are in HUF, they include the statutory VAT, but do not include the home delivery fee. No extra packaging fee will be charged.
- 4.2. In the web shop, the Service Provider details the name, description and picture of the product. Images displayed on a product datasheet may differ from reality, they serve as an illustration. We are not responsible for the difference between the image displayed in the webshop and the actual appearance of the product.
- 4.3. If a promotional price is introduced, the Service Provider fully informs Users about the special offer and its exact duration.
- 4.4. In spite of all the Service Provider's carefulness a wrong price might be placed on the web shop's surface, in particular when the price is obviously false, that is, it is significantly different from the generally accepted or estimated price of the product, or when it is due to system issues and the price is 0 HUF or 1 HUF, the Service Provider is not obliged to deliver the product at a wrong price, but can offer the Customer the right price and in the knowledge of this the Customer may withdraw from his/her intention to purchase.
- 4.5. In the event of a wrong price, there is a striking price-value disproportion between the actual and stated price of the product, which an average Customer immediately needs to detect. Pursuant to Act V of 2013 of the Civil Code, the contract is concluded with the mutual and consistent expression of the will of the parties. If the parties can not agree on the terms of the contract, i.e. there is no statement expressing the will of the parties in a mutually and unambiguous manner, we can not speak of a valid contract from which rights and obligations would arise. On this basis, the order acknowledged at the wrong/incorrect price will be considered to be null and void.

## 5. ORDER PROCESSING

- 5.1. The User selects the product he/she wants to purchase.
- 5.2. The User sets the number of products he/she wants to buy.
- 5.3. The User places the selected products in the basket. A User can view the basket content at any time by clicking on the "basket" link.
- 5.4. If the User wants to add more items to the basket, he/she can select the "Buy More Products" button. If he/she does not want to buy more products, he/she checks the number of products he/she wants to buy. Clicking on the "delete - X" icon clears the contents of the basket. Once the amount has been finalized, the content of the basket is automatically updated. If this does not happen, the User must click on the "Update Basket" icon.
- 5.5. The User selects the delivery address and then the delivery/payment method, its types are as follows:

### 5.5.1. Payment methods:

Cash on delivery (c.o.d): If you want to settle the order value upon receipt of the package, choose the "Cash on delivery" payment method.

Personal pick up: If you would like to pay cash or credit card at our Customer service on receipt of the goods, select Payment by Cash or Credit Card on Customer Service.

Bank transfer (with advance payment): The payment of the order is paid by the User before the order is fulfilled. In the remit note, enter the order identifier.

PayPal: If you choose PayPal at the checkout, the page will automatically redirect you to PayPal's Secure (SSL) payment page.

In the case of credit card payments through the Internet (SSL 128-bit encryption), the bankcard data is transferred directly to the CIB Bank's server. In addition to the card number and expiration date, for online payment, you must enter the CVC2 code, which is a three-digit code below the magnetic stripe. Accepted credit cards: VISA, EC/MC embossed cards.

### 5.5.2. Shipping cost:

The User can expect the following shipping costs. Naturally, the following fees are automatically calculated when you place your order and are shown in the basket.

On your orders, you may be charged for the following shipping costs. Of course, the following fees are automatically calculated when you place your order and are shown in the basket.

<b>Shipping cost</b>	<b>In case of c.o.d and bank transfer</b>	<b>In case of CREDIT CARD and PAYPAL</b>
<b>Total sum of the order</b>	<b>Shipping cost</b>	<b>Shipping cost</b>
net 1.000 HUF - 8.000 HUF (gross 1.270 HUF - 10.160 HUF)	net 1.000 HUF (gross 1.270 HUF)	net 1.000 HUF (gross 1.270 HUF)
From net 8.001 HUF (from gross 10.161 HUF)	<b>Free of charge</b>	<b>Free of charge</b>

The shipping cost is invoiced together with the price of the ordered products. The above costs must be paid once, even if an order can only be delivered in multiple bundles or not at the same time.

- 5.6. If there is an error or defect in the webshop concerning the products or the prices, we reserve the right to make corrections. In such cases, we will immediately inform the buyer about the new data after the error is detected or modified. The buyer can then confirm the order once more, or it is possible for any party to withdraw from the contract.
- 5.7. The total amount payable includes all costs based on the aggregate order and confirmation letter. The bill, the right of withdrawal and the warranty are included in the package. The User is obliged to check the package at delivery in front of the courier and in case of possible damage to products or packaging, he or she is obliged to request a record and in case of damage the package he/she is not obliged to take over the package. The Service Provider does not accept subsequent, non-recorded complaints.
- 5.8. Once the data has been provided, the User can submit his order by clicking on the "summary" and then "sending the order" button, but before all that he/she can check the given information again, or send a comment with the order or email us any other ordering wishes.
- 5.9. Correcting Input Bugs: A User can step back to the previous phase before completing the order process, where he/she can improve the input data. In detail: During ordering it is possible to view or modify the content of the basket, if the basket does not contain the quantity to be ordered, the User can enter the amount of quantity to be ordered in the input field in the quantity column and then press the "Update/Update the basket" Button. If the User wants to delete items in the basket, he/she has to click on the "X" "delete" button. During the order, the User has a continuous opportunity to correct/delete the inputs.
- 5.10. The User receives an acknowledgment after sending the order by email. If this confirmation is received from the User's order within a reasonable period of time, but no later than within 48 hours, the User shall be exempt from the bound of the offer or contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to them. The Service Provider excludes the responsibility of the confirmation if the confirmation does not arrive in time because the User has entered an

incorrect email address during the registration process or because the account associated with his/her account cannot receive a message due to lack of free space.

- 5.11. The User acknowledges that the confirmation given in the previous section is only an automatic confirmation, the contract will not be generated. The contract is created when the Service Provider notifies the User of the details of the order and its expected performance with another confirmation of the above mentioned item.

## 6. PROCESSING AND PERFORMANCE OF ORDERS

- 6.1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order, if it is after the working time, processing will take place the next day. Service Provider's Customer service will always confirm by electronic means when it can fulfil its order.
- 6.2. General execution deadline, within 1-2 company days of receipt.
- 6.3. According to the contract of sale, the Service Provider shall transfer the ownership of the property; the User shall pay the purchase price and take over the item.
- 6.4. If the seller is a company and the buyer is a Customer and the seller undertakes to deliver the item to the buyer, the risk of damage passes to the buyer when the buyer or the third party he/she designates takes it over. The risk of damage is transferred to the buyer upon delivery to the carrier if the carrier has been entrusted to it by the buyer, provided that the carrier is not recommended by the seller.
- 6.5. If the seller is a company and the buyer is a Customer, in the absence of a different agreement between the parties, the seller (according to the present GTC: Service Provider) shall be obliged to sell the goods without delay to the buyer (User) but not later than within thirty days of the conclusion of the contract.
- 6.6. In case of delays of the Service Provider, the User is entitled to set a deadline. If the seller fails to comply within a reasonable time, the buyer is entitled to terminate the contract.
- 6.7. The User is entitled to terminate the contract without setting an extra deadline if  
(a) the Service Provider has refused to perform the contract; or  
(b) the contract was to be concluded by the parties, or by reason of the recognizable purpose of the service, at the specified execution time, and not at other times.

- 6.8. If the Service Provider fails to fulfil its contractual obligation because the contracted product is not available, it shall promptly inform the User thereof and reimburse the amount paid by the User.

## 7. RIGHT OF WITHDRAWAL

- 7.1. Directive 2010/83/EU of the European Parliament and of the Council and the provisions of 45/2014 (II.26.) on the detailed rules for contracts between Customers and companies, the Customer may withdraw from the contract within 14 days of receipt of the ordered product and return the ordered product without reason. In the absence of this information, the Customer is entitled to exercise his right of withdrawal for a period of one year. If the Service Provider provides the information after the expiry of 14 days from the receipt of the product or the date of conclusion of the contract, but within 12 months, the deadline for withdrawal is 14 days from the date of such communication.
- 7.2. The period for exercising the right of withdrawal shall expire 14 days after the date on which the Customer or the third party other than the carrier appointed by the Customer receives the product.
- 7.3. The Customer may exercise his right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.
- 7.4. The cost of returning the product must be borne by the Customer, and the company has not undertaken to bear this cost.
- 7.5. In the event of exercising the right of withdrawal, the Customer shall not be liable for any other costs than the return of the product.
- 7.6. No right of withdrawal shall be granted to a Customer in the case of non-pre-manufactured products produced at the Customer's request or expressed request or for a product clearly designated for the Customer.
- 7.7. The Customer may also not exercise his right of withdrawal
- a. in the case of a service contract, after completing the service as a whole, if the company commenced the performance with the prior consent of the Customer and the Customer has acknowledged that he/she will lose his/her right of cancellation after completing the service;
  - b. in respect of a product or service the price or charge of which may not be influenced by a financial market company, it may also depend on the fluctuation of the time allowed for withdrawal;
  - c. perishable or short-lived product;
  - d. in the case of a sealed package which can not be returned after opening due to sanitary or hygienic reasons;
  - e. in respect of a product which, by its very nature, is inseparably blended with another product after delivery;

- f. in respect of an alcoholic beverage the actual value of which depends on market fluctuations in a way for which the company is not liable and the prices of which were agreed upon by the parties at the time of the conclusion of the sale contract but the contract is concluded only after the thirtieth day after the conclusion;
  - g. in the case of a company contract where the company seeks to contact the Customer at the explicit request of the Customer for urgent repair or maintenance work;
  - h. for the sale of a sealed package of audio or video recordings and the purchase of a copy of a computer software if, after the transfer, the Customer has opened the packaging;
  - i. newspapers, journals and periodicals except for subscription contracts;
  - j. in the case of contracts concluded at a public auction;
  - k. in the case of a contract for the provision of accommodation, carriage, car rental, catering or leisure-time services, other than housing services, where a performance date or time limit specified in the contract has been concluded;
  - l. in the case of a digital content provided on a non-tangible medium, where the company commenced the performance with the express prior consent of the Customer and, at the same time, the Customer acknowledged that he/she was losing his right of withdrawal after the performance was commenced.
- 7.8. The Service Provider shall refund the amount paid to the Customer, including the delivery fee, within 14 days of the return of the product or the receipt of the withdrawal declaration or not later than within 14 days from the date of learning about the withdrawal.
- 7.9. During the refund, we use the same payment method used in the original transaction, unless the Customer expressly contributes to the use of another form of payment; due to the use of this refund method, no additional costs are incurred by the Customer.
- 7.10. The Customer is obliged to return the goods no later than 14 days after sending the withdrawal to the Service Provider without undue delay.
- 7.11. In case of cancellation by the Customer in writing it is sufficient to send the withdrawal statement within 14 days.
- 7.12. The Customer will keep the deadline if he/she returns it back or hand over the product (s) before the expiry of the 14-day period. Returns will be deemed to have been completed if the Customer sends the product before the expiry of the deadline.
- 7.13. The Customer shall only bear the direct cost of returning the product, unless the company has undertaken to bear this cost.
- 7.14. The Service Provider is not required to compensate the Customer for any additional costs resulting from the choice of a mode of transport other than the cheapest mode of transport offered by the Service Provider.



- 7.15. Refunds may be withheld by the Service Provider until it has received the Goods (s) or the Customer has not provided the proof that he/she has returned them: the previous date must be taken into account.
- 7.16. If the Customer wish to exercise his/her right of withdrawal, he may report it at one of the Service Provider's contacts in writing (either with the attached data sheet), by telephone or in person. When posting in writing, the date of posting is taken into account, and in case of a phone call the time of the call is taken into account. In case of posting, the Service Provider accepts the indication as a parcel or registered item. The Customer can return the ordered product by mail or by courier service to the Service Provider.
- 7.17. The Customer shall only be liable for the depreciation resulting from use beyond the use required to establish the nature, properties and operation of the product.
- 7.18. Government Regulation 45/2014 (II.26) on the detailed rules for contracts between the Customer and the company can be reached [here](#).
- 7.19. Directive 2011/83/EU of the European Parliament and of the Council can be found [here](#).
- 7.20. You may also contact the Supplier with any other complaint by contacting the Service Provider.
- 7.21. The right of withdrawal applies only to Users who are considered to be Customers within the scope of the Civil Code.
- 7.22. Right of withdrawal does not apply to a company, i.e. a person who acts in the profession, self-employment or company.

### **7.23. Procedure for exercising the right of withdrawal:**

- 7.23.1. If the Customer wishes to exercise the right of withdrawal, he/she is obliged to indicate his intention to withdraw at the Service Provider's contact details.
- 7.23.2. Customer shall exercise his right of withdrawal within a period of notice before the expiry of the 14th day after receipt of the product. In writing, it is enough to send the withdrawal statement within 14 days. When postal letter is sent, the date of posting the letter, when the indication is via email or fax, the time of sending email or fax will be taken into account.
- 7.23.3. In case of cancellation, the Customer shall return the ordered product to the Service Provider without delay, but no later than 14 days after the declaration of withdrawal. The deadline is deemed to be fulfilled if he/she sends the product before the expiry of the 14-day deadline (i.e. it does not have to arrive within 14 days). The Customer shall bear the costs of returning the goods due to the exercise of the right of withdrawal.

- 7.23.4. However, the Service Provider is not required to compensate the Customer for any additional costs resulting from the choice of a mode of transport other than the cheapest mode of transport offered by the Service Provider. The Customer also exercises his right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.
- 7.23.5. When purchasing multiple products, when the delivery of individual products takes place at different times, the buyer may exercise the right of withdrawal within 14 days of the last delivered item or of batch or piece.

## **8. Warranty and Liability**

### **Faulty performance**

The person liable has a faulty performance if the service does not meet the contractual or statutory quality requirements at the time of delivery. The person liable does not have a faulty performance if the person entitled has known the defect at the time of the conclusion of the contract or the defect had to be known by him/her at the time the contract was concluded.

In a contract between a Customer and a company, the clause that differs from the provisions of this chapter about warranty and liability, causing disadvantage to the Customer, is void.

### **Liability for material defects**

- 8.1. In what case can a User use the claim of liability for material defects?

In the event when the Service Provider fails to fulfil its obligations (faulty performance), the User may enforce a liability for material defects claim in accordance with the Civil Code.

- 8.2. What rights do the User have for the liability for material defects claim?

The User may, at his option, has the following liability for material defects claims: he may request repair or replacement except if the fulfilment of any of these claims made by the User is impossible or would entail a disproportionate additional cost compared to the fulfilment of other requirements. If he/she has not requested or could not request a repair or replacement, he/she may request a proportional discount of payment, or he/she may have the defect repaired or corrected at his/her expense, or he/she may terminate the contract as a last resort. He/she may also switch from one choice of warranty right to another, but the cost of the transition will be borne by the User, unless he/she had to or the company made it happen like that.

- 8.3. What is the deadline for validating User's liability for material defects claims?

The User is obliged to disclose the defect immediately after discovery, but not later than within two months of discovery. At the same time, please note that beyond the two-year limitation period from the performance of the contract, he/she will no longer be able to enforce his/her warranty rights.

8.4. Against who can the User enforce his/her liability for material defects claim?

The User can enforce his/her liability for material defects claim against the Service Provider.

8.5. What other conditions does the liability for material defects claim have?

Within six months from the date of delivery, there is no other condition to enforce your claim besides reporting the defect, if the User verifies that the product or service was provided by the company operating the webshop. However, after six months from the date of delivery, the User shall be required to demonstrate that the defect recognized by the User was already existing at the time of performance.

### **Product warranties**

8.6. In which case can a User use a product warranty right?

In the event of the defect of a movable property (product), the User may, at his option, have liability for material defects claim or a warranty claim.

8.7. What are the rights of the User under the product warranty claim?

As a product warranty claim, the User may only ask for repair or replacement of the defective product.

8.8. In what cases is the product considered to be defective?

The product is defective if it does not meet the quality requirements in force when it is placed on the market or if it does not have the features specified by the manufacturer.

8.9. What is the deadline for validating User's product warranty claims?

The User's product warranty claims may be validated by the User within two years of the date of placing the product on the market. After this deadline, he/she will lose this right.

8.10. Against who and on what other conditions can the User use his/her product warranty claim?

The User may use his/her product warranty claims only against the manufacturer or distributor of the movable product. A product defect must be proved by the User when claiming product warranty.

- 8.11. In what case is the manufacturer (distributor) exempt from his product liability obligation?

The manufacturer (distributor) is only exempted from his product warranty obligation if he can prove that:

- the product has been manufactured or placed on the market in his non-company activities, or
- the defect was not recognizable at the time of placing the product on the market according to the present state of technology, or
- the defect of the product results from the application of a statutory or mandatory regulatory requirement.

The manufacturer (distributor) has to prove only one sufficient evidence to justify the exemption. Please note that due to the same defect, the User can not enforce the warranty and liability for material defects claims simultaneously. However, in the event of a successful validation of the User's product warranty claim, he/she may use the liability for material defects claim for the replaced product or the part repaired against the manufacturer.

## Warranty

- 8.12. In what cases can a Customer be entitled to the warranty?

In the case of faulty performance, Section 151/2003 (IX.22.) Government Regulation on certain long-term Customer goods the Service Provider is obliged to provide warranty if the User is considered to be a Customer.

- 8.13. What rights within what deadlines are covered by the warranty?

The warranty period is one year. The warranty period starts on the day when the transfer of the Customer goods to the Customer is completed or when the product is put into service by the distributor or his authorized representative, then on the day when the product is put into service.

On the basis of the User's warranty claim, according to his/her choice

- i. he/she can ask for repair or replacement, unless the performance of the chosen warranty is impossible or if the person liable would have a disproportionate additional cost in comparison with the fulfilment of another warranty claims, taking into account the value of the service in perfect condition, the breach of contract and the infringement caused to the User by fulfilling the warranty; or
- ii. he/she may request a proportionate reduction of the payment, may repair the defect or have it repaired at the expense of the person liable, or cancel the contract if the person liable has not undertaken any repair or replacement, ... can

not fulfil this obligation or if the User's the interest in repair or replacement has ceased.

There is no place for a withdrawal due to an insignificant defect.

Repair or replacement should be carried out within a reasonable time, taking into account the nature of the matter and its intended purpose by the User.

8.14. When is the company exempt from the warranty obligation?

The Service Provider's warranty obligation shall be exempted only if it proves that the cause of the fault occurred after the delivery. Please note that due to the same error, the User may not claim warranty and liability for material defects claims simultaneously, otherwise the User will be covered by the warranty rights regardless of the rights described in the product warranty and liability for material defects chapters.

8.15. The Service Provider is not obliged to warranty beyond the warranty period (life expectancy) for damages caused by natural wear and tear.

8.16. The Service Provider shall also not be liable for or warranting, any damages resulting from defective or negligent handling, excessive wear or damage other than the specified use, or other improper use of the Products after passing the risk of damage.

8.17. If the Customer validates replacement requests within three working days from the date of purchase (putting into service) due to the failure of the product, the Service Provider is obliged to replace the item, provided that the defect prevents its intended use.

## 9. PROCEDURE FOR THE WARRANTY CLAIM

9.1. In a contract between a Customer and a company, the parties' agreement cannot differ from the provisions of the regulation, that is, it cannot be disadvantageous to the Customer.

9.2. The Customer is obliged to prove the conclusion of the contract (with and invoice or just a receipt).

9.3. The costs related to the fulfilment of the warranty obligation shall be borne by the Supplier (Civil Code 6: 166 §).

9.4. The Service Provider is required to make a record about the Customer's warranty or warranty claim.

9.5. A copy of the record shall be made available to the Customer promptly and verifiably.

- 9.6. If the Service Provider can not comment on the performance of the Customer's warranty or warranty claim upon notification, he must inform the Customer in a verifiable manner within five working days about his standpoint, including the reason for refusal and the possibility to make contact with the Conciliation board.
- 9.7. The Service Provider shall keep the record for a period of three years from the date of its creation and present it at the request of the inspection authority.
- 9.8. The Service Provider should endeavour to make the repair or replacement within a maximum of fifteen days.

## **10. MISCELLANEOUS PROVISIONS**

- 10.1. The Service Provider has the right to use a subcontractor. He has full responsibility for the subcontractor unlawful conduct, as if he himself had committed the unlawful conduct.
- 10.2. If any part of this GTC becomes invalid, unjust or unenforceable, it does not affect the validity, legality and enforceability of the remaining parts.
- 10.3. If the Service Provider does not exercise his right under the GTC, failure to exercise his right shall not be considered a waiver of that right. Any waiver of the right applies only in the case of an expressed written declaration. The fact that the Service Provider does not strictly adhere to a substantive condition or clause of the GTC on one occasion it does not mean that he will waive its subsequent adherence to strict to that condition or clause.
- 10.4. The Service Provider and the User are trying to settle their dispute in a peaceful way.
- 10.5. The parties state that the webshop of Service Provider operates in Hungary and is maintained here. Since the site can be visited from other countries, Users are explicitly aware that the rights of the User and the Service Provider is governed by Hungarian law. If the User is a Customer, then pursuant to Pp. 26 § (1), disputes arising from this contract against the Customer, the exclusively relevant court is the court belonging to the defendant's (Customer) domestic residence.

## **11. MANAGING COMPLAINTS**

- 11.1. The purpose of our store is to complete all orders in the right quality, with the Customer's full satisfaction. If a User still has a complaint about the contract or its fulfilment, he/she may post his/her complaint on the above phone number, email address or in a letter.
- 11.2. The Service Provider will immediately examine and, if necessary, remedy the oral complaint. If the Customer disagrees with the handling of the complaint or the immediate investigation of the complaint is not possible, the Service Provider shall promptly make a record of the complaint and his standpoint on it and send a copy thereof to the Customer.

- 11.3. The written complaint will be answered in writing by the Service Provider within 30 days. The reason for rejecting the complaint will be justified. The record of the complaint and the copy of the response shall be retained by the Service Provider for five years and shall be presented to the inspection authorities upon request.
- 11.4. We inform you that in case of rejecting your complaint you can initiate an action by an authority or conciliation board as follows:
- 11.5. The Customer may file a complaint to the Customer Protection Authority:

Appointment of the Customer Protection Authority according to 387/2016. (XII.2.) Government Regulation, at first instance the district office or the district office by the county seat will deal with, at the second instance the Pest County Government Office is acting with national competence. Contact information for district offices: <http://jarasinfo.gov.hu>

- 11.6. In the case of a complaint, the Customer has the possibility to contact a conciliation board, the contacts of which can be found here:

Bács-Kiskun Megyei Békéltető Testület  
Address: 6000 Kecskemét, Árpád krt. 4.  
Phone: (76) 501-525, (76) 501-500  
Fax: (76) 501-538  
Name: Mátyus Mariann  
Email address: bkmkik@mail.datanet.hu;

Baranya Megyei Békéltető Testület  
Address: 7625 Pécs, Majorossy Imre u. 36.  
Postal Address: 7602 Pécs, Pf. 109.  
Phone: (72) 507-154  
Fax: (72) 507-152  
Name: Dr. Bodnár József  
Email address: bekelto@pbkik.hu;

Békés Megyei Békéltető Testület  
Address: 5601 Békéscsaba, Penza ltp. 5.  
Phone: (66) 324-976, 446-354, 451-775  
Fax: (66) 324-976  
Name: Dr. Bagdi László  
Email address: bmkik@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület  
Address: 3525 Miskolc, Szentpáli u. 1.  
Phone: (46) 501-091, 501-870  
Fax: (46) 501-099  
Name: Dr. Tulipán Péter  
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 Email address: vkik@veszpremikamara.hu

Zala Megyei Békéltető Testület  
 Address: 8900 Zalaegerszeg, Petőfi utca 24.  
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 Fax: (92) 550-525  
 Name: dr. Koczka Csaba  
 Email address: zmbekelteto@zmkik.hu

- 11.7. The conciliation board is responsible for the settlement of Customer disputes outside the court. The task of the Conciliation board is to attempt to establish a settlement between the parties in order to settle a Customer dispute, and in the event of its ineffectiveness, it will decide on the case in order to ensure the simple, fast, efficient and cost-effective enforcement of Customer rights. At the request of the Customer or the Service Provider, the Conciliation board shall advise on the Customer's rights and obligations.
- 11.8. In the case of a cross-border Customer dispute related to an online sale or online service contract, only a Conciliation board operating next to the Budapest Chamber of Commerce and Industry is competent.
- 11.9. In the case of a Customer complaint, you can use the EU online dispute resolution platform. The use of this platform requires a simple registration in the European Commission system by clicking [here](#). After that, the Customer can make a complaint via the online website at <http://ec.europa.eu/odr>



- 11.10. The Service Provider is obliged to cooperate in the conciliatory body procedure. In this context, he must send his response to the Conciliation board and ensure the participation of the person authorized to conclude the hearing. Where the head office or the place of company is not registered in a county governed by the chamber operating the territorial jurisdiction of the Conciliation board, the company' obligation to cooperate shall be subject to the possibility of a written agreement in accordance with the Customer's request.
- 11.11. If the Customer does not turn to a Conciliation board or the procedure has not been successful, the Customer has the right to seek a court to settle the dispute. The lawsuit must be filed with a letter of formal notice containing the following information:
- the relevant court;
  - the names of the parties and representatives of the parties, their place of residence and legal status;
  - the right to be enforced, by presenting the underlying facts and their evidence;
  - the data from which the relevance and jurisdiction of the court can be established;
  - a definitive request for a court decision.
- The application must be accompanied by a document or a copy of which is referred to as evidence.

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**Budapest, March 29, 2018**