

<http://cosycanusa.com/>

GENERAL TERMS AND CONDITIONS

of the webshop operated at the above address

I. INTRODUCTORY PROVISIONS

1. WEBSHOP SERVICE PROVIDER

Name: Cosycanusa Bútorforgalmazó és Szállító Korlátolt Felelősségű Társaság

Registered seat: 3326 Ostoros, Hullám tér 23.

Tax Number: 10610813-2-10

Company Registration Number: 10-09-039484

E-mail: info@cosycanusa.com

2. WEBSHOP HOSTING PROVIDER

Company Name: Rackhost Zrt.

Registered seat: 6722 Szeged, Tisza Lajos körút 41.

E-mail: info@rackhost.hu

Phone number: +36 1 445 1200

3. TERMS USED IN THE WEBSHOP

GTC: General Terms and Conditions. The regulation containing the rights and obligations of the Service Provider and the Buyer/Visitor, the determination of applicable law, as well as the steps of using the webshop, purchasing online from the webshop, the conditions and fees of payment methods and delivery of ordered products, the exercise and conditions of the right of withdrawal, and the description of legal remedy options.

Privacy Policy: The Service Provider's data processing principles and considerations regarding personal data, recording the data processing activities carried out in connection with the operation of the webshop and informing the data subjects thereof, which can be accessed in a separate document at the following page: <http://cosycanusa.com>.

Service Provider: The owner and operator of the webshop accessible through the website <http://cosycanusa.com>.

Buyer: A natural or legal person who enters the webshop for purchasing purposes following prior registration or without registration and makes online purchases there.

Consumer (Civil Code): "a natural person acting outside the scope of their profession, self-employment or business activity". That is, a natural person who purchases from

the webshop not in the course of their business or economic activity, but exclusively for their own private use.

Visitor: A natural or legal person who visits the webshop for browsing purposes.

User: A natural or legal person registered in the webshop.

Webshop: An online store operated by the Service Provider at the internet address <http://cosycanusa.com> enabling online shopping.

Product: Goods that can be ordered online from the webshop.

4. APPLICABLE LAWS

The following legal provisions shall apply to matters not regulated in these GTC and to the interpretation of the GTC:

- Regulation (EC) No 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I)
- Directive 2011/83/EU of the European Parliament and of the Council (25 October 2011) on consumer rights
- Act V of 2013 on the Civil Code (hereinafter: Civil Code)
- Act CVIII of 2001 on certain issues of electronic commerce services and information society services (hereinafter: Electronic Commerce Act)
- Act XLVIII of 2008 on the basic requirements and certain limitations of commercial advertising activities (hereinafter: Advertising Act)
- Government Decree 45/2014 (II. 26.) on detailed rules of contracts between consumers and businesses (hereinafter: Government Decree)
- Government Decree 335/2012 (XII.4.) on the provision of postal services (hereinafter: Postal Decree)
- Act CLV of 1997 on consumer protection (hereinafter: Consumer Protection Act)
- Act XLVII of 2008 on the prohibition of unfair commercial practices against consumers
- NGM Decree 19/2014 (IV. 29.) on procedural rules for handling warranty and guarantee claims for goods sold under contracts between consumers and businesses
- Act CXXX of 2016 on Civil Procedure (hereinafter: Civil Procedure Act)
- Act C of 2000 on Accounting (hereinafter: Accounting Act)

II. GENERAL INFORMATION

1. These GTC enter into force on 2025.09.01. The Service Provider is unilaterally entitled to modify the GTC at any time. The Service Provider is obliged to draw the Buyer's/Visitor's attention to the modified GTC in the webshop at least 5 days before it enters into force. The 5-day deadline does not apply to the right to change prices.
2. The Service Provider reserves the right to maintain, modernize, develop, etc. the webshop at any time.
3. The languages of the Webshop: Hungarian, English, and German.

4. The Service Provider provides Consumers visiting the webshop for purchasing purposes with the possibility of online product selection and purchase without prior and mandatory registration in the webshop. The Buyer is entitled to select and purchase any product available in the webshop's offer without registration. Registration is also not required for browsing the webshop, viewing products and their related text content.
5. The condition of purchase is the acceptance of these GTC and the Data Protection Notice and consent to personal data processing.
6. Product prices displayed in the webshop are gross consumer prices including VAT, displayed in Euro. The gross product prices and delivery fees displayed at the time of purchase always match the product prices and delivery fees payable at the time of delivery. The Buyer shall not be charged any additional costs in connection with the purchase of the product beyond the gross consumer price of the selected products and the value-dependent delivery fee.
7. The Service Provider strives to accurately display product data; please notify the Service Provider immediately if you notice any obvious typo in the webshop, such as a price of 0 HUF.
8. During the purchase, the Buyer is obliged to provide true personal data requested by the Service Provider, and to immediately notify the Service Provider by email of any changes in the provided data (e.g., email address, postal address, phone number, etc.). If the Buyer fails to provide this notification or provides false data, the Service Provider excludes its liability for any damages the Buyer may suffer as a result, for failed delivery, or for delayed delivery. The Service Provider also excludes its liability for purchases made by the Buyer using another person's data.
9. Product selection and ordering in the webshop is continuously available to Buyers 24 hours a day. However, in the event of exceptional circumstances, the webshop's operation may become partially or completely inoperative, for which cases the Service Provider excludes all liability.
10. It is the Buyer's obligation to maintain the email account provided for contact purposes (providing the necessary storage space for order confirmation emails or other notification emails sent by the Service Provider, or detecting if emails sent by the Service Provider end up in the Spam folder). The Service Provider excludes its liability for any claims or damages resulting from the failure to fulfill these obligations.

III. THE PURCHASING PROCESS

1. The Buyer does not need to register to make a purchase.
2. Registration is possible on the webshop interface. Data requested during registration: for natural persons: full name, username, email address, password; for legal entities: company name, registered office, tax number, contact person's name and contact details.
3. After registration, the User can view all their personal data entered for billing, shipping and contact purposes by logging into their account and clicking on the "Profile" menu item. In the "Profile" menu item, the User has the option to both download all their personal data provided in the webshop and to delete their account, and with the deletion - without a separate written request - the Service

Provider also deletes all personal data stored about them (except for those that must be retained due to legal requirements - e.g., in connection with the purchase for the period required by the Accounting Act).

4. The Buyer selects the products they wish to order in the webshop. If any product is unavailable (cannot be ordered) for any reason, the webshop does not allow it to be added to the cart.
5. The Buyer adds the selected products to the cart one by one by clicking on the "Cart" icon. The Consumer continuously has the option to modify the quantity of products already added to the cart by clicking the "+" and "-" buttons, or to delete them by clicking the "Delete" menu item.
6. After adding the products they wish to purchase to the cart, the Buyer can proceed to the "Checkout" interface for payment by clicking on the "Continue" menu item. If the Buyer decides to purchase additional products before payment or wishes to modify/delete the quantity of already selected products, they still have the option to do so as described above.
7. On the "Checkout" interface, the Buyer provides their name, company name, contact email address and phone number, shipping address, and billing information, **selects the available payment method**, then checks all this data they provided together with the order data by clicking on the "Summary" menu item and sends it to the Service Provider by clicking on the "Order with payment obligation" menu item.
8. Before submitting the order, the total amount of the order and the delivery fee or free delivery associated with the chosen courier service can be continuously tracked. If delivery is not free, the Buyer must separately accept the delivery fee before clicking on the "Order with payment obligation" menu item; the system will not allow the order to be sent until then. A further condition for sending the order is acceptance of the GTC and consent to personal data processing based on familiarization with and acknowledgment of the Data Protection Notice; the system will not allow the order to be sent until then.

IV. PAYMENT

1. **Bank card:** If the Buyer chooses bank card payment, the system automatically redirects to the bank card payment interface. After successful bank card payment from the payment interface, the system automatically returns to the webshop interface, and simultaneously a "successful transaction" message appears. If the bank card payment is unsuccessful, a "failed transaction" message appears. In this case, the transaction must be repeated.
2. **Google pay, Apple pay payment:** Payment is made directly through the Google or Apple account. When submitting the order, the page redirects to Google pay or Apple pay to authorize payment for the order.
3. **By clicking on the "Order with payment obligation" button, the Buyer acknowledges that the click entails a payment obligation regarding the ordered product and the associated delivery fee, which they are obliged to fulfill according to the payment method they selected.**

V. ORDER ACCEPTANCE, CONTRACT FORMATION, INVOICE

1. The Service Provider confirms the Buyer's order - recorded with a unique order identification number - by email (**first email**) to the Buyer, which confirmation contains the consideration payable upon receipt of the ordered product, the payment method, the delivery fee or its possible exemption, and the provided data (name, phone number, email address, shipping address, billing information), just like the Buyer's order sent to the Service Provider. This first email simultaneously represents the successful receipt of the order and the acceptance of the Buyer's order.
2. If the confirmation email does not arrive within 48 hours of the Buyer sending the order, the Buyer is released from the binding nature of the offer and the obligation to conclude a contract.
3. With the acceptance of the order, a contract is concluded between the parties.
4. The Buyer must receive the confirmation containing the first email within 48 hours from sending the order.
5. The Service Provider notifies the Buyer by another email (**second email**) that order processing has begun, within which framework the order has been transferred to the warehouse performing assembly, and the package containing the product(s) is being assembled.
6. The Service Provider notifies the Buyer by another email (**third email**) about the closure of the order and the handover of the package to the Courier Service.
7. In the last email (**fourth email**), the Service Provider sends the Buyer the invoice for the order. Electronically delivered invoices are considered remotely printed invoices; based on Section 259(5) of the VAT Act, the PDF file sent and received by email is also accepted by the National Tax and Customs Administration. If the Buyer needs a printed invoice, they must record this request in the "notes" section when sending the order. In this case, the Buyer receives the invoice together with the ordered product.

VI. DELIVERY

1. The Service Provider delivers products ordered from the webshop to Buyers within Hungary. Based on Section 3/A of Government Decree 335/2012 (XII.4.), the Service Provider also ensures the delivery option provided by Magyar Posta Zrt. within Hungary, with the delivery restrictions referred to below.
2. **Courier Services:**

Company Name: Magyar Posta Zártkörűen Működő Részvénytársaság (Hungarian Post Closed Joint Stock Company) (only for delivery within Hungary)

Company Registration Number: 01-10-042463

Registered Office: 1138 Budapest, Dunavirág utca 2-6.

Tax Number: 10901232-2-44

Registry Court: Fővárosi Törvényszék

Electronic Contact: ugyfelszolgalat@posta.hu

Phone Contact: +36-1-767-8200

Company Name: FedEx Express Hungary Transportation Korlátolt Felelősségű Társaság

Company Registration Number: 01-09-068137

Registered Office: 1185 Budapest II. Logistics Center - Office Building, BUD International Airport Building 283.

Tax Number: 10376166-2-44

Registry Court: Metropolitan Court as Court of Registration

Phone Contact: +36 29 551 900

Company Name: DHL Express Magyarország Kft.

Company Registration Number: 01-09-060665

Registered Office: 1185 Budapest, BUD International Airport Building 302.

Tax Number: 10210798-2-44

Registry Court: Metropolitan Court as Court of Registration

Phone Contact: +36 1 245 4545

3. Delivery is expected within 5-8 working days from receipt of the order (the Service Provider hands over the ordered products to the courier service within 1-2 working days); if for any unforeseen reason the 5-8 working day deadline cannot be met (hereinafter: delayed delivery), the Service Provider immediately notifies the Buyer, who may withdraw from the purchase without any obligation after being notified of the delayed delivery.
4. Courier services deliver the ordered product to the specified delivery address on working days between 8 am and 5 pm.
5. The courier service notifies the Buyer by email/phone/SMS on the day of delivery before delivery of its time (specifying a time range from-to). The invoice proving the purchase is included in the delivered package in case the Buyer indicated this to the Service Provider in the "notes" section before sending the order; otherwise it is delivered electronically as an attachment to the fourth email.
6. Delivery by the courier service also includes carrying the ordered products upstairs, provided that the Buyer or the person authorized to receive must enable entry into the building or residential house.
7. If, due to absence at the delivery address provided by the Buyer - within the delivery time frame previously specified by the courier service - no one receives the delivered products, the Courier Service attempts to make contact at the phone number provided by the Buyer for contact purposes, and in case of unsuccessful contact (providing their own phone number) leaves a notice of failed delivery. After failed delivery, the courier service attempts to contact the Buyer once more on the day of delivery at the phone number provided by the Buyer about a new delivery time; if this is unsuccessful, they return the ordered products to the Service Provider. At the phone number on the notice provided by the courier service simultaneously with the unsuccessful delivery, the Buyer has the opportunity to coordinate a new delivery time with the courier service representative on the day of unsuccessful delivery and thereby avoid return of the ordered products.
8. The Buyer is not obliged to accept products that turn out at the time of delivery not to be the ordered product, or the product is not delivered at the price indicated at the time of ordering.

9. It is recommended that the Buyer verify the integrity of the received package in the presence of the courier service representative, and if the package is damaged, it is recommended to request the preparation of a report so that the lack of documentation and the absence of a report cannot affect any consumer complaint or other legal enforcement process.

VII. THE BUYER'S (CONSUMER'S) RIGHT OF WITHDRAWAL, WARRANTY FOR DEFECTS, PRODUCT WARRANTY

1. **Right of withdrawal: THE RIGHT OF WITHDRAWAL DETAILED IN THIS SECTION IS EXCLUSIVELY FOR BUYERS WHO QUALIFY AS CONSUMERS UNDER THE CIVIL CODE, I.E., NATURAL PERSONS ACTING OUTSIDE THE SCOPE OF THEIR PROFESSION, SELF-EMPLOYMENT OR BUSINESS ACTIVITY.**
2. The Consumer has the right to withdraw from the purchase of products from the webshop under **Article 9(1) of Directive 2011/83/EU and Section 20 of Government Decree 45/2014 (II. 26.) (hereinafter: Government Decree) without giving reasons.** However, the Consumer cannot exercise the right of withdrawal provided under Section 20 of the Government Decree for products listed in **Article 16(d) of Directive 2011/83/EU and Section 29 of the Government Decree**, specifically for products named in paragraph (1)(d) of that section.
3. **The Consumer may exercise the right of withdrawal without giving reasons within 14 days of receiving the products ordered from the webshop, as well as during the period between the date of conclusion of the contract and the date of receipt of the product, using the sample declaration at the end of these GTC (Annex II), (by downloading it) or by a declaration communicated to the Service Provider in another manner that clearly expresses their intention to withdraw - e.g., by mail, by email - at the provided contact details. In case of withdrawal by mail, the 14-day deadline is considered met if posting (mailing) takes place. The calculation of the deadline and its compliance occur in the same way in case of sending by email.**
4. When the Consumer exercises their right of withdrawal within the deadline, they are obliged to return the product subject to the right of withdrawal at their own cost immediately, but no later than within 14 days from communicating their withdrawal, or at their choice to personally return it at their own cost to the Service Provider's registered office specified in these GTC. The return is considered timely if the Consumer sends the product before the deadline expires. The Service Provider is obliged to refund to the Consumer the total consideration paid, including delivery costs, immediately in case of personal return, or otherwise within 14 days from becoming aware of the withdrawal. During the refund, the Service Provider refunds the amount due to the Consumer using the same payment method as used by the Consumer, or with the Consumer's consent, another payment method may be used, provided the Consumer is not charged any additional fee in connection with this.
5. If the Consumer chooses a mode of transport other than the least expensive standard mode of transport, the Service Provider does not refund these additional costs. In case of a contract for the sale of goods, the Service Provider may withhold the amount until the Buyer has returned the product or has conclusively proven that they have returned it (e.g., with a copy of the postal receipt); the earlier time point must be taken into account. The Service Provider does not undertake the return

(transport back) of the product(s); in case of withdrawal, the Buyer must return it to the Service Provider's registered office specified in Section I.1. as a postal shipment or via courier service.

6. The Service Provider ensures that the Consumer can make their declaration of withdrawal without giving reasons through the webshop's website using the sample declaration found in Annex II. In this case, the Service Provider immediately confirms receipt of the withdrawal declaration to the Consumer.
7. **The model information on warranty for defects, product warranty, and guarantee contained in the government decree can be read in Annex III of these GTC. The Buyer has the right to assert a warranty claim under Section 6:157 of the Civil Code if the service does not meet the quality requirements specified in the contract or law at the time of performance (defective performance occurred), except if the Buyer knew or should have known about the defect at the time of concluding the contract.**
8. **The Consumer can prove their warranty claim with an invoice or receipt based on NGM Decree 19/2014 (IV. 29.). The Service Provider always prepares a report on warranty claims reported to them, gives the second copy to the Consumer, and keeps it for three years. During the settlement of warranty claims, if the Service Provider cannot make a statement about the fulfillability of the warranty claim within five working days, they are obliged to notify the Consumer in a verifiable manner. If the Service Provider rejects the claim, in addition to justifying it, they inform the Consumer about the possibility of turning to the conciliation body.**
9. We inform our Buyers in even more detail about warranty rights (warranty for defects, product warranty, guarantee) in Annex 3, which was prepared based on Government Decree 45/2014 (II.26.). We note that product warranty and guarantee are rights exclusively for Consumers.

VIII. COMPLAINT HANDLING, CONCILIATION BODY

1. The provisions recorded in this section apply to persons qualifying as Consumers; Visitors, Users, and Buyers who do not qualify as Consumers may make complaints at the contact details recorded in Section I.1. of the Service Provider.
2. Based on the provisions of the Consumer Protection Act, if the Consumer makes a complaint to the Service Provider regarding products or behavior, activity, or omission related to distribution or sales, the complaint may be submitted in person or at the contact details indicated in the GTC.
3. The Service Provider immediately examines and, if necessary, remedies the complaint. If the Consumer does not agree with the handling of the complaint or if immediate investigation of the complaint is not possible, the Service Provider prepares a report on the complaint and their position regarding it and gives a copy to the Consumer - if present. In case of a complaint submitted in writing, the Service Provider sends a substantive response within 30 days at the latest. A rejection response must be justified by the Service Provider. The Service Provider keeps the report prepared on the complaint and a copy of the response for three years and presents it to the supervisory authorities.
4. In case of a response rejecting the Consumer's complaint, the Consumer has several legal remedy options, about which (considering the nature of the specific complaint)

the Service Provider is obliged to inform the Consumer in the rejection response. The legal remedy options available to the Consumer are as follows: the Consumer may turn to the Consumer Protection Authority, and may also use the Conciliation Body as a dispute resolution forum, and of course may choose judicial resolution of the dispute. The Consumer also has the option to choose the online dispute resolution platform operated by the European Commission for resolving disputes arising from online sales.

5. The conciliation body competent to conduct proceedings before a conciliation body is, as a general rule, the conciliation body with jurisdiction according to the Consumer's place of residence or, in its absence, place of stay. In the absence of the Consumer's place of residence or place of stay, the Conciliation Body with jurisdiction according to the Service Provider's registered office is competent:

Contact details of the Conciliation Body operated by the Borsod-Abaúj-Zemplén County Chamber of Commerce and Industry:

Registered Office: 3525 Miskolc, Szentpáli u. 1.

Postal Address: 3501 Miskolc, P.O. Box 376.

Phone Number: (46) 501-090/105 extension (new cases)

(46) 501-871 (ongoing cases)

Email: bekeltetes@bokik.hu

6. The Consumer may also turn to the Consumer Protection Authorities with their complaint regarding the Service Provider's complaint handling or other matters within consumer protection authority jurisdiction. The consumer protection authority operating at the Service Provider's registered office is the Department of Transport, Technical Licensing and Consumer Protection, address: 3300 Eger, Kossuth L. u. 26.
7. In addition to the procedures referred to above, the consumer also has the option to initiate the resolution of the dispute using the traditional judicial route (by submitting a statement of claim). The consumer may choose the judicial dispute resolution form following the procedure before the conciliation body and independently of turning to the consumer protection authority.
8. In addition to the legal remedy options described so far, the online dispute resolution platform operated by the European Commission is also available to the Consumer for resolving disputes arising from online sales. A detailed description in Hungarian is available on the site about the system's operation, use, and all other necessary information.

Annex I

Withdrawal Notice

Right of Withdrawal

The Consumer is entitled to withdraw from this contract without giving reasons within 14 days. Similarly, in case of a contract for the provision of services, if performance of the contract has begun, the Consumer is entitled to terminate the contract without giving reasons within 14 days.

The withdrawal/termination period expires 14 days after the day on which the Consumer or a person authorized to receive takes receipt of the ordered product from the carrier.

If the Consumer wishes to exercise their right of withdrawal, they must communicate a clear statement of their intention to withdraw (by letter sent by post or electronically) to the Service Provider at the contact details indicated in the GTC.

The Consumer exercises the right of withdrawal in time if they send their withdrawal declaration before the expiry of the above-mentioned deadline.

Legal Effects of Withdrawal

If the Consumer withdraws from the contract, we will refund all consideration paid by the Consumer, including delivery costs, immediately, but no later than within 14 days from receipt of the Consumer's withdrawal declaration. During the refund, we will use the same payment method as used in the original transaction, unless the Consumer expressly consents to the use of another payment method; no additional cost will be charged to the Consumer due to the use of this refund method. We may withhold the refund until we have received the product back, or the Consumer has proven that they returned it.

After the Consumer has received the product under the contract and exercised their right of withdrawal following receipt, they are obliged to return or hand over the product to the Service Provider immediately, but no later than within 14 days from communicating their withdrawal. The deadline is considered met if the Consumer sends the product before the expiry of the 14-day period.

The Consumer is liable for any decrease in the value of the product if it resulted from use exceeding what is necessary to establish the nature, properties and functioning of the product.

Annex II

Withdrawal Declaration

Addressee:

Name: Cosycanusa Bútorforgalmazó és Szállító Korlátolt Felelősségű Társaság

Registered Office: 3326 Ostoros, Hullám tér 23.

Tax Number: 10610813-2-10

I, the undersigned declare that I exercise my right of withdrawal regarding the contract for the sale of the following product:

Order identification number:

Date of conclusion of contract/date of receipt:

Name of products that were the subject of the contract:

Name(s) of consumer(s):

Address(es) of consumer(s):

Signature(s) of consumer(s): (only in case of declaration on paper)

Date:

Annex III

Model Information on Warranty for Defects, Product Warranty and Guarantee

1. Warranty for Defects

In what case can you exercise your warranty rights?

In case of defective performance by **Cosycanusa Bútorforgalmazó és Szállító Korlátolt Felelősségű Társaság**, you may assert a warranty claim against the business according to the rules of the Civil Code.

What rights do you have based on your warranty claim?

You may - at your choice - assert the following warranty claims:

You may request repair or replacement, except if fulfillment of your chosen claim is impossible or would involve disproportionate additional costs for the business compared to fulfillment of your other claim. If you did not request or could not request repair or replacement, you may demand proportionate reduction of the consideration, or you may repair the defect yourself or have it repaired by another at the business's cost, or - as a last resort - you may withdraw from the contract. In case of a contract between a consumer and a business - for the sale of goods qualifying as movable property, provision of digital content or provision of digital services - within the framework of exercising your warranty rights, you cannot repair the defect yourself or have it repaired by another at the business's cost. You may switch from your chosen warranty right to another, but you bear the cost of switching, unless it was justified or the business gave cause for it.

Within what time limit can you assert your warranty claim?

You are obliged to communicate the defect immediately after discovering it, in the case of Consumers no later than within two months from discovering the defect. However, please note that in the case of Consumers, you can no longer assert your warranty rights beyond the two-year limitation period counted from the performance of the contract, while in the case of other Buyers beyond a one-year period.

Against whom can you assert your warranty claim?

You may assert your warranty claim against the business.

What other conditions exist for asserting your warranty rights?

Within one or two year from performance, asserting your warranty claim has no other condition beyond communicating the defect if you prove that the product or service was provided by Cosycanusa Bútorforgalmazó és Szállító Korlátolt Felelősségű Társaság.

2. Product Warranty

Product Warranty is exclusively for Buyers who qualify as Consumers under the Civil Code.

In what case can you exercise your product warranty right?

In case of a product defect, you may - at your choice - assert the right specified in Section 1 or a product warranty claim according to the rules of the Civil Code.

What rights do you have based on your product warranty claim?

As a product warranty claim, you may request repair or replacement of the defective product.

Against whom can you assert your product warranty claim?

You may exercise your product warranty rights against the product's manufacturer or distributor (hereinafter together: manufacturer).

In what case is a product considered defective?

A product is defective if it does not meet the quality requirements in force at the time of placing on the market, or if it does not have the properties described by the manufacturer.

Within what time limit can you assert your product warranty claim?

The defect must be communicated to the manufacturer without delay after discovering it; a defect communicated within 2 months is considered communicated without delay. You may assert your product warranty claim within two years from the manufacturer placing the product on the market. After this period expires, you lose this right.

In what cases is the manufacturer exempt from product warranty obligation?

The manufacturer is exempt from product warranty obligation if they can prove that

--they did not manufacture or place the product on the market in the course of their business activity, or

-- the defect could not be recognized according to the state of science and technology at the time of placing on the market, or

-- the product's defect results from the application of a legal provision or mandatory official regulation. For exemption, it is sufficient for the manufacturer to prove one reason.

Please note that you may assert a warranty claim against the business and a product warranty claim against the manufacturer for the same defect simultaneously, in parallel with each other. In case of successful assertion of your product warranty claim, you can only

assert your warranty claim regarding the replaced product or the part of the product affected by repair against the manufacturer in the future.

3. Guarantee

Guarantee is exclusively for Buyers who qualify as Consumers under the Civil Code.

In what case can you exercise your guarantee right?

In case of defective performance, you may assert a guarantee claim based on law according to the rules of the Civil Code.

What rights do you have if the guarantee is based on law?

In case of new durable consumer goods (hereinafter: consumer goods) specified in the ministerial decree on the designation of product groups of durable consumer goods subject to mandatory guarantee, you may assert the rights specified in Section 1 due to defective performance, under the conditions set out in the government decree on mandatory guarantee for certain durable consumer goods.

What additional rights do you have in case of guarantee based on law?

In case of consumer goods, you may primarily request repair during the guarantee period. Replacement is appropriate already after the first repair attempt if it is established that the consumer good cannot be repaired and you do not request fulfillment of another claim. You may also request replacement if repair does not occur within thirty days following communication of the repair request. The replacement claim is also founded if the consumer good breaks down again after three repairs during the guarantee period, provided you do not request fulfillment of another claim. If replacement is not possible in the above cases, you may also claim refund of the purchase price.

Within what time limit can you exercise your rights based on mandatory guarantee?

The guarantee period for consumer goods is

- a) two years for sale prices from 10,000 forints to 250,000 forints,
- b) three years for sale prices above 250,000 forints (starting from 250,001 forints).

Our webshop undertakes guarantee exclusively based on law, according to the provisions recorded therein.

You can exercise your rights arising from the guarantee with the guarantee certificate made available to you; irregular issuance of the guarantee certificate or failure to make the guarantee certificate available does not affect the validity of the guarantee. In case of failure to make the guarantee certificate available, conclusion of the contract must be considered proven if you present a document proving payment of the consideration. Return of the

opened packaging of the consumer good is not a condition for fulfillment of the guarantee claim.

What additional requirements can be set as conditions for exercising guarantee rights?

Special requirements may be set against the consumer for proper commissioning or operation of the consumer good (for example, periodic inspection), provided that proper commissioning or operation cannot be ensured otherwise, and fulfillment of the requirement does not represent a disproportionate burden for the consumer.

When is the business exempt from guarantee obligation?

The business is exempt from guarantee obligation if it proves that the cause of the defect arose after performance.

Please note that you may assert a claim for both **statutory warranty** (kellékszavatosság) and **commercial/contractual guarantee** (jótállás), as well as a claim for **product liability** (termékszavatosság) and **commercial/contractual guarantee** (jótállás), simultaneously and in parallel for the same defect. However, once you have successfully enforced a claim arising from defective performance for a particular defect (e.g., the business replaced the product), you may no longer assert a claim on a different legal basis for that same defect.