

## GENERAL TERMS AND CONDITIONS

This General Terms and Conditions (hereinafter referred to as '**GTC**') contains the rights and obligations of the Customer (hereinafter referred to as '**Customer**') using electronic commerce services of **Space and More Kft.** (hereinafter referred to as '**Service Provider**') and the Service Provider (the Service Provider and the Customer referred to collectively as '**Parties**') through the website **www.myhome.hu** (hereinafter referred to as '**website**'). The GTC shall apply to all transactions and services implemented through the website **www.myhome.hu**, notwithstanding the fact that the execution takes place from Hungary or from abroad, by the Service Provider or its actor.

Details of the Service Provider:

- Company Name: **Space and More Kft.**
- Showroom: H-2040 Budaörs Bretzfeld utca 200
- Registered Seat: H-2049, Diósd, Árpád fejedelem utca 3.
- Help desk: for details please see point 1.7.
- Phone number: +36 70 626 0690
- E-mail address: [info@myhome.hu](mailto:info@myhome.hu)
- Company Registration Number: Cg. 13-09-171913
- Issuing Court of Company Registration: Tribunal of Budapest Region, Court of Company Registration
- Tax Identification Number: 25028405-2-13
- Bank Account Number: 10101535-48829800-01004002

### 1. General and Conclusion of the Contract between the Parties

1.1. This GTC shall apply to all/any electronic commercial services provided in the territory of Hungary which takes place through the online store (hereinafter referred to as '**webshop**') available at the website. This GTC as well applies to all commercial transactions in the territory of Hungary which may occur between the Parties specified in this contract. The purchase at the webshop is governed by the Act CVIII of 2001 on some questions of the electronic commerce services and the services related to the information society, the Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumer and entrepreneur and also the Act V of 2013 on the Civil Code of Hungary.

1.2. Purchasing at the webshop is possible through an order placed by electronic means, defined in this GTC.

1.3. The purchase of furniture - from among the products available at the webshop - is only possible after registration. All other products (home accessories) apart from furniture can be purchased without registration.

1.4. Contract will be concluded between the Parties with an order and the acceptance of this order by the Service Provider (cf. the second sentence of point 3.1). The contract constitutes a written contract. The contract will be filed and kept for a period of 2 (two) years from the date of conclusion of the contract by the Service Provider.

1.5. The language of the contract is Hungarian.

1.6. The Service Provider refuses to submit to the provisions of any code of conduct.

Location and method of complaints handling:

- Postal address: 2040 Budaörs Bretzfeld utca 200
- Phone number: +36 70 626 0690
- E-mail: info@myhome.hu
- Method of making a complaint: personally in showroom, by phone, e-mail or post
- Opening times for complaints administration by phone or e-mail: every working day between 9.00 - 17.00
- Opening times for personal complaints administration: Wednesday, Thursday and Friday between 12:00 – 18:00, Saturday between 10:00 – 14:00

## **2. Order - General**

2.1. The Customer shall provide his/her accurate data - or must register in case of the purchasing of furniture - to order, and to perform the contract (to deliver the product/s/). If the Customer is registered at the webshop, (s)he may consult and modify his/her data by clicking 'My Profile'. The Customer can browse the webshop for products or order - except furniture - without registration.

2.2. Service Provider shall not be held responsible for delays in delivery, other problems or mistakes that are a result of the Customer's failure to provide correct and/or accurate data. The Service Provider shall not be liable for consequential damages. The Service Provider shall not be held responsible for damages or faults arising from the modification of registered data by Customer.

2.3. Main characteristics and the design of a product can be known from the product datasheet, under the condition that the instruction manual provided with the product includes the detailed, true characteristics of the products. If a product has more favourable, better characteristics than the information provided in the instruction manual or on the website, it is considered as the Service Provider's contractual performance. The instruction manual of products is enclosed with the product by the Service Provider if it is required by law.

The product data found at the webshop are indicative. Minimal difference is possible between the photo and the colour of the product, because the pictures are made using flash in a photo studio. In the case of patterned cloth the pattern may not fit like on the photo because of cutting. Special warning is not contained in the datasheet about possible differences. Products can only be ordered in the sizes specified in the datasheet.

2.4. The purchase price of a product is always the amount (in HUF) shown next to the selected product, and it includes the statutory value added tax. The purchase price of products - with the exceptions of this GTC - does not include delivery cost.

2.5. The Service Provider reserves the right to change the prices of products available at the webshop under the condition that the change becomes effective at the same time as its appearance on the website. The change shall not affect the purchase price of the already ordered product negatively, but there is no way of cash refund in the case of price drop during the period between the conclusion of the contract (acceptance of order by the Service Provider and order confirmation) and the receipt of product.

If despite all the careful actions of the Service Provider an incorrect price occurs on the website, in particular a clear error, for example a price of a product significantly differs from the known, generally accepted or estimated price, or "0" or HUF "1" possibly due to system error, the Service Provider is not obliged to deliver the product at the incorrect price. In contrary, the Service Provider may offer the correct price for the product and its delivery and in view of the offer the Customer may withdraw from his/her purchase intention.

At most, 10 (ten) products can be ordered in one.

## 2.7. Ordering Process:

2.7.1. The part of the dwelling (living room, bedroom, dining room, etc.) can be selected at the top of the website that to which the Customer looks for a product. The Customer then can navigate on the website by means of the pop-up menus among certain product categories.

2.7.2. In case of certain products the product characteristics (e.g. colour, size, material, etc.) can be selected on the right side of the selected datasheet.

2.7.3. It is possible to submit an order with the use of shopping cart. The product(s) - if the Customer wishes to purchase several pieces of the same product - can be put into the shopping cart by clicking 'Add to cart' button after setting the number of the items. The order can be reviewed by clicking 'Shopping Cart' button on the top of the website, where in addition the order can be changed or cleared.

2.7.4. When the content of the shopping cart is finalized, the information fiche has to be completed with the Customer's data and the certain ad-hoc contract terms by clicking 'Checkout' button. In order to submit the order the Customer's name, billing and delivery address, the Customer's phone number and e-mail address are mandatory, and payment and shipping method shall also be selected on the information fiche. If the Customer has a gift or discount voucher, the discount will be given after entering the number and code of the voucher on the fiche. The deduction of discount is only possible when submitting the order.

2.7.5. After completing the mandatory boxes of the fiche in full, the Customer shall declare - by clicking the box next to the relevant text, at the bottom of the fiche - that (s)he has read this GTC as well as agree with all points to submit the order. Then the order will be submitted by clicking 'Submit order' button.

2.7.6. Furniture and home accessories are of various weight and sizes due to their nature. Therefore the larger pieces of furniture will be delivered by a furniture delivery company and the furniture with smaller dimensions by parcel service. The shipping method is shown on the product pages in any case. If the Customer purchases (put into the shopping cart) furniture and home accessories at the same time, the Service Provider will register the order(s) with different order numbers and fulfil with different shipping methods, at different times. In this case the payment methods are modified according to the point 6 of this GTC.

2.7.7. In the interpretation of this GTC any additional element or part of furniture is considered as furniture. Any other product - which is not considered as furniture otherwise - is considered as home accessories.

## 3. Offer Validity and Confirmation

3.1. After receiving the offer (order) submitted by the Customer the Service Provider shall confirm the reception of the order to the Customer without delay by automatic confirmation e-mail which includes the data given by the Customer during the ordering process (e.g. billing and shipping data, etc.), order ID, date of order, list of elements concerning the product(s), quantity, price of product(s), delivery cost, the total amount to be paid and this GTC. The Service Provider shall declare the acceptance of order or the refusal of order - in the case of any obstacle of the fulfilment (e.g. absence of production of the product) - by e-mail within 3 working days of the date of the receipt of offer (order) submitted by the

Customer. Valid contract is concluded between the Parties (the Service Provider and the Customer) with the Service Provider's acceptance. The Service Provider's acceptance includes the delivery deadline assumed by the Service Provider.

3.2. The Customer shall be exempted from offer validity if (s)he does not receive the particular confirmation e-mail concerning the order sent by the Customer - according to point 3.1. - from the Service Provider within 3 working days.

3.3. The order is regarded as a contract concluded in an electronic way which is governed by the Act V of 2013 on the Civil Code of Hungary and the Act CVIII of 2001 on some questions of the electronic commerce services and the services related to the information society. The contract is covered by the Government Decree No. 45 of 2014 (II.26.) on the detailed rules of contracts between the consumer and the business, and it takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

#### **4. Correcting Data Input Failures**

4.1. The Customer may correct data input failures (delete and/or modify) at any time on the order interface available at the webshop, not later than on submitting the order for the Service Provider by the Customer.

#### **5. Delivery Conditions**

5.1. The Service Provider shall deliver the ordered product(s) for the Customer using delivery service (hereinafter referred to as '**furniture delivery company**' or '**parcel service**'), to the address given by the Customer during the ordering process. Will-call order can also be selected.

5.2. Furniture and home accessories are of various weight and sizes due to their nature. Therefore the larger pieces of furniture will be delivered by a furniture delivery company, and furniture with smaller dimensions and other products by parcel service. The shipping method is shown on the product pages in any case. If the Customer purchases (put into the shopping cart) furniture and home accessories at the same time, the Service Provider will register the order with different order numbers and fulfil with different shipping methods, at different times. If the Customer orders more than one product with the same shipping method at the same time, the Service Provider makes the shipment concerning a shipping method all at once, i.e. after the arrival of the last product into the Service Provider's warehouse.

5.3. Delivery cost shall be paid - in the case of delivery of products ordered simultaneously – 100% for first item, and 70% of every other items. If the Customer purchases products delivered by parcel service and furniture delivery company simultaneously, the delivery fee of the product delivered by furniture delivery company shall be paid to the Service Provider. Nevertheless, the products are delivered in two different ways and at different times. The Service Provider is unable to deliver outside of Hungary.

5.4. The Customer may choose the will-call order option. In this case there is no delivery fee. Will-call order can be picked up at the Service Provider's logistics partner (hereinafter referred to as '**logistics partner**'), namely Kor-recht Log- address: H-2045 Törökbálint Depo, Raktárvárosi út 1. . - not earlier than the date specified in the message concerning this information sent by the Service Provider.

5.5. If more orders come from a Customer before the performance of the order, these orders will be taken into account separately in terms of the delivery fee. Service Provider is entitled to perform different orders in one shipping. Service Provider shall inform the Customer of this fact.

5.6. The product(s) is/are delivered in closed box and if payment was not prepayment, the purchase price and the possible delivery fee shall be paid in cash to the courier of parcel service or furniture delivery company against invoice. In the event of damaged packaging at the time of receipt, it is proposed to open the parcel containing the product in the presence of the courier in order to check the integrity of product(s) and inform the Service Provider about the damage.

5.7. The ordered product(s) is/are shipped in the organization of the logistics partner by DPD Hungária Kft. (courier service) and 3takács Kft. (furniture delivery company). The parcel service/furniture delivery company delivers the product(s) within the deadline given in the statement including the acceptance of the Service Provider. The Service Provider does not take responsibility for the failure to deliver the product(s) within the period according to the foregoing. The parcel service/furniture delivery company delivers the product(s) only on working days, during working time, it is therefore important to give an address as shipping address during the ordering process where the Customer can receive product(s) at this time. The furniture delivery company agrees with the Customer on the shipping address and expected delivery time by phone. The courier of the furniture delivery company can wait 10 minutes at the most at the address given by the Customer. If the Customer does not receive the product(s) at the agreed date and time, the Customer is obliged to pay the cost of the repeated delivery. The parcel service attempts to deliver the parcel twice, after that the goods will be returned to the logistics centre. The re-shipping of the returned product(s) is only possible with the repeated payment of the shipping fee.

5.8. The Service Provider informs the Customer by e-mail or by phone about the arrival of the ordered furniture into the warehouse of logistics partner.

5.9. The delivery deadlines given simultaneously with the acceptance of the Customer's offer by the Service Provider are only indicative; the Service Provider is not responsible for the delay which may not be ascribed to him/her.

5.10. In case Customer doesn't take over the ordered items, or not able to accept the date of home delivery, then Service Provider warehouse the goods for 1 week free. After 1 week the warehouse fee is 5000Ft/week.

## **6. Payment Terms**

6.1. Products (furniture or home accessories) are delivered separately due to their nature (see delivery conditions - point 5). The Service Provider registers the orders with different order numbers because of the different shipping methods, but the payment is also possible at the same time as follows.

6.2. In the case of ordering furniture payment of advance (50%) is required after the acceptance of the order by the Service Provider, within the deadline specified by the Service Provider. In the absence of advance payment (condition for termination) the contract between the Parties is terminated on the day after the date of the provided deadline for payment.

6.3. Payment methods:

The Customer can choose from the following payment methods:

- collect on delivery in cash;
- online payment (on bank interface of B-Payment Zrt. and BORGUN);
- payment in advance, transferring to bank account;
- payment to bank account.

The payment methods apply to the purchase price and shipping fee of ordered product(s) under the condition that the purchase price and the shipping fee can only be paid using the same payment method.

6.4. The Service Provider shall issue prepayment invoice(s) for the advance(s) and final invoice for the performance (including also the shipping fee), which shall be sent electronically to the Customer as electronic invoice issued in accordance with the relevant legislation. In the case of home accessories an invoice is issued - mutatis mutandis - only for the performance (including also the shipping fee).

6.5. In the case of purchasing furniture if the arrears above the paid advance(s) are not paid by collect on delivery no later than the delivery of furniture (condition for termination), the contract between the Parties is terminated and the Service Provider is entitled to keep the paid advance(s) by virtue of cancellation penalty.

#### 6.6. Online payment cards system

Payment by card is made through the server of B-Payment Zrt. and BORGUN, via a webpage establishing an SSL security technology (strong 128-bit encryption) encrypted link, thus it is guaranteed that your bank data cannot fall into the wrong hands on the Internet. If you have any question or ambiguity with the online payment, please contact our Customer Service via phone.

The service provider stores the data received and resulted from the order, e.g. the service provider shall use the name of card holder or customer exclusively for carrying out the transaction authorised by card holder. The service provider shall not dispose of other data resulted from the transaction (bank card details).

The Service Provider does not take the responsibility for damages caused by the use of password by a third party due to the fault of the Customer. The Service Provider shall not accept responsibility for, shall not be obliged to repay or reimburse the damages caused by data errors, incorrect data entry or clerical error of the order that has resulted from the fault of the Customer. The service provider does not take responsibility for damages caused by incorrect data entry: the service provider shall promptly examine the submitted complaints and handle them within the service provider's capabilities.

Supported bank card types: VISA, MASTERCARD and MAESTRO

### 7. Right of Withdrawal

7.1. This point shall apply only to a natural person acting outside the course of his/her profession, employment or business activity who buys, orders, receives, uses and takes goods, and is also the recipient of the commercial communication and the offer (hereinafter referred to as the '**Consumer**').

7.2. In the case of contract for the purchase of the product the **Customer has the right to withdraw, without giving any reason, within 14 (fourteen) calendar days** of the date of receipt of

a) the product,

b) the product delivered last in the case of delivery of more products,

by the Consumer or by a third party designated by the Consumer, not being the carrier.

7.3. Consumer has the right to exercise his/her right of withdrawal **during the period from the day of the conclusion of the contract to the day of the receipt of the product.**

7.4. The Consumer - in the light of § 20 of the Government Decree No. 45 of 2014 (II.26.) on the detailed rules of contracts between the consumer and the business - **will not benefit from the right of withdrawal in respect of the ordered furniture that is/are made-to-order**, given that the Service Provider manufacture the furniture marked '**for production**' on product specification sheet in a colour, form, design etc. as explicitly requested by the Consumer, only after the order.

## **7.5. Exercising the Right of Withdrawal**

7.5.1. To exercise the right of withdrawal, the Consumer shall inform the Service Provider of his/her decision to withdraw (in person, by post or electronic mail) by an unequivocal statement using the contact details listed in point 1.7. of this GTC.

Notice of withdrawal template can be downloaded here: [Notice of Withdrawal](#)

If the Consumer does not use the template made available by the Service Provider for exercising the right of withdrawal, the notice is clear, if it includes at least the Consumer's name, shipping address and the order number, along with the notice of withdrawal.

Consumer exercises his/her right of withdrawal complying with the time limit if (s)he sends his/her notice of withdrawal to the Service Provider before the expiry of the time limit mentioned above.

7.5.2. The burden of proving that the Consumer exercised his/her right of withdrawal according to the provisions set out in point 7. shall lie on the Consumer.

7.5.3. The withdrawal shall be deemed enforced complying with the time limit if the Consumer sends his/her notice to this effect within 14 (fourteen) calendar days (even on the 14<sup>th</sup> calendar day). On notice by post the date as postmark, in case of notice by electronic mail the date of sending of electronic mail is taken into account by the Service Provider in relation to the calculating of time limit.

7.5.4. In case of withdrawal the Consumer should be required to send back the ordered product(s) in the original packaging to the address of the Service Provider's logistics partner (Privat Depo – maganraktar.com – 2045 Törökbálint, Raktárvárosi út 1. DEPO) without undue delay but no later than 14 (fourteen) days after having informed the Service Provider about his/her decision to withdraw by post, by courier or in person. It shall be deemed to have complied with the time limit prescribed if the Consumer sends (posts or hands it to the courier ordered by him/her), or takes the product in person to the aforementioned address before the expiry of the time limit of 14 days.

7.5.5. The cost of return of the product(s) to the address of the Service Provider shall be borne by the Consumer. It will not be possible for the Service Provider to take delivery with collect on delivery. Other costs shall not be chargeable to the Consumer than the cost of the return of product(s) connection with the withdrawal.

7.5.6. If the Consumer withdraws from the contract the Service Provider shall reimburse all considerations paid by the Consumer - including the shipping fee - without delay but no later than 14 (fourteen) calendar days following the date of receipt of the Consumer's notice of withdrawal. The Service Provider is entitled to withhold the reimbursement until he has received or collected the product back, or the Consumer has supplied evidence of having sent back the product: whichever is the earliest.

7.5.7. The Service Provider will carry out such reimbursement using the same means of payment as the Consumer used for the ordering process, unless the Consumer have expressly agreed otherwise; in any event, the Consumer will not incur any fees as a result of the reimbursement.

7.5.8. The Consumer shall only be liable for any diminished value of the product resulting from the handling other than what is necessary to ascertain the nature and functioning of the goods.

## 8. Guarantee

8.1. The Service Provider - as the provisions in Government Decree 151/2013. (IX.22.) on statutory guarantee for certain consumer durables - provides guarantee for a period of 1 (one) year in respect of all certain consumer durables. The Service Provider also provides guarantee for the Customer who is not Consumer (see point 7.1.). During the duration of the legal guarantee the Service Provider may only be exempted from this liability if he proves that the defect is due to the misuse or abuse of the product.

8.2. The guarantee period shall start upon the delivery of product to the Customer, the date of delivery.

8.3. The Service Provider shall not have guarantee obligation if the defect of product or the reason of the defect arose after the delivery of the product to the Customer, such as, for example, if the defect was caused by

- incorrect installation (except if the Service Provider or the Service Provider's agent installed the product or the incorrect installation can be traced to the errors in manufacturer's instructions, manual);
- misuse, failing to comply with the instructions in manufacturer's instructions, manual;
- improper storage, mishandling, damage;
- natural forces, natural disaster.

8.4. In the case of defect covered by guarantee the Customer:

- primarily should be entitled to have the goods repaired or replaced (customer choice), unless the chosen remedy is impossible or would impose unreasonable additional costs on the Service Provider in comparison to the other remedy, taking into account the value of the item provided in an immaculate condition, the severity of non-compliance with the contract, and the inconvenience caused to the Customer by the implementation of the remedy concerned;
- if the Service Provider did not undertake to repair or replace the item within a reasonable period of time according to the obligation, or is unable to fulfil these obligations in the Consumer's interest, or the Customer's interest in repair or replacement is lost, the Customer - according to his/her choice - should be entitled to have the price proportionally reduced, the Customer or another person can repair the defect on the cost of the Service Provider or the Customer can rescind the contract with the stipulation that there are no grounds for withdrawal because of a very small defect.

8.5. If the Customer enforces the replacement within 3 (three) working days from the date of purchase because of product failure, the Service Provider is obliged to replace the product, provided that the failure prevents normal use.

The repair or replacement - in view of the characteristics of the product and the function which can be expected by the Customer - shall be completed within a reasonable time, in the Customer's interest. The Service Provider shall endeavour to complete the repair or replacement within a maximum of 15 (fifteen) days.

In the case of repair only new component can be incorporated into the product.

8.6. The part of repair time shall not be included in the guarantee period, during that the Customer cannot use the product according to its intended use. In the case of replacement (repair) of the product or the product's part the guarantee period shall start afresh in relation to the replaced (repaired) product (product part) or defect due to the repair.



8.7. The costs of the fulfilment of guarantee obligation shall be borne by the Service Provider.

8.8. The Service Provider may only be exempted from the guarantee obligation if (s)he proves that the cause of the defect arose after the performance.

8.9. The Customer shall not have the right to enforce warranty and guarantee claim, or product warranty and guarantee claim at the same time, in parallel for the same defect. Regardless of these restrictions the Customer shall enjoy the rights derived from the guarantee, irrespectively of the titles indicated in point 9.1. and 9.2.

8.10. Guarantee does not affect the assertion of Customer's legal rights - more specifically the rights to warranty and product warranty, and compensation.

8.11. If dispute develops between the Parties which cannot be settled by amicable means, the Customer may initiate procedure of the arbitration board based on the provisions in this GTC.

## **9. Warranty**

### **9.1. Implied Warranty**

9.1.1. The Customer may enforce warranty claim towards the Service Provider in the event of the Service Provider's defective performance. The Customer - who is Consumer - may enforce his/her warranty claims during the 2 year limitation period after the date of receipt of product(s) in the case of consumer contract, for the product defects existing at the time of the receipt of the product. The Customer cannot enforce his/her warranty rights beyond the 2 year limitation period.

9.1.2. The claimant may enforce his/her warranty claims during the 1 year limitation period after the date of receipt in the case of non-consumer contract.

9.1.3. The Customer should have the option of requiring the Service Provider to repair the product or to replace it unless those remedies chosen by the Customer are impossible or they entail unreasonable additional cost compared to other remedies for the Service Provider. If the Customer did not ask for or could not ask for the repair or the replacement, (s)he may request the proportional reduction of the consideration, the Customer may also repair the defect at the Service Provider's expense, the Customer may have the product repaired by someone else or the Customer may cancel the contract as a last resort. The withdrawal is to be refused by reason of very small defect.

9.1.4. The Customer may convert the warranty right chosen by him/her to another right but the Customer shall bear the cost of converting unless it was justified or the Service Provider gave rise to it.

9.1.5. The Customer must inform the Service Provider of the lack of conformity without delay but no later than a period of two months from the date of detection.

9.1.6. The Customer may enforce his/her warranty claim directly towards the Service Provider.

9.1.7. The enforcement of warranty claim can have no other requirement than the notice of defect within the period of six months from the performance of the contract if the Customer proves that the product was purchased from the Service Provider (presentation of the invoice or a copy of the invoice). In such case the Service Provider may only be exempted from the warranty if the Service Provider overturns this presumption, namely (s)he proves that the defect of the product has arose following the receipt to the Customer. If the Service Provider can prove that the reason of the defect arose for

reasons attributable to the Customer, the Service Provider is not required to uphold the warranty claim of the Customer. However the Customer is required to prove that the defect discovered by him/her existed already at the time of the delivery after the expiration of the six month-period after the delivery.

Mutatis mutandis, in order to enforce any warranty claim the product has to be returned to the Service Provider, the Service Provider's logistics partner (Privat Depo – maganraktar.com – 2045 Törökbálint, Raktárvárosi út 1. DEPO).

9.1.8. If the Customer enforces his/her warranty claim in relation to the distinct - relative to the defect identified - part of the product, the warranty claim does not constitute an enforced remedy for the other parts of the product.

9.1.9. In the case of replacement or withdrawal the Customer is not obliged to reimburse the depreciation of product(s) that is due to normal use. The Customer is obliged to pay the depreciation back to the Service Provider that is due to the misuse or abuse.

9.1.10. In the case of non-conforming performance the costs of the fulfilment of warranty obligation shall be borne by the Service Provider. The Service Provider will only pay the Customer's costs arising from the fulfilment of warranty obligation to the Customer after the Customer credibly proves the costs (with presentation of invoice, coupon of registered item etc.). If in the non-performance of the product the Customer's obligation to maintain the product contributed to the failure, the Customer is obliged to bear the costs incurred in the fulfilment of warranty obligation in proportion to his/her contribution, if (s)he had a knowledge of maintenance of the product or the Service Provider complied with the obligation to provide information in this regard. If it is proved that the defect of the product arose after the performance (that is to say, the Service Provider's performance was in conformity with the contract), the cost incurred in the enforcement of warranty claim (including the cost of return of the product to the Customer) shall be borne by the Customer.

9.1.11. Declaration for enforcement of warranty claim template is available here: [Warranty Claim Declaration](#).

If the Consumer does not use the template made available by the Service Provider to enforce the warranty claim, the declaration must include at least the description of the product's defect, the chosen warranty claim, the Customer's name, shipping address and the order number. The Customer can submit his/her declaration for enforcement of warranty claim as recorded in point 13.1., or using the relevant contact details.

## 9.2. Product Warranty

9.2.1. In the case of product's defect the Customer - who is Consumer - (hereinafter referred to as '**Consumer**') may enforce the right stated in point 9.1. or the product warranty claim at his/her choice.

9.2.2. However the Consumer shall not have the right to enforce warranty and product warranty claim at the same time, in parallel for the same defect. In the case of effective enforcement of product warranty claim the Consumer may enforce his/her warranty claim to the product being replaced or the part being repaired towards the manufacturer.

9.2.3. The Consumer may only request the repair or replacement of the defective product in the terms of the product warranty claim. The Consumer shall prove the defect of the product in the case of the enforcement of product warranty claim.

9.2.4. A product is a defective product if it does not meet the quality requirements applicable when it was put into circulation, or it has no characteristics mentioned in the description given by the manufacturer.

9.2.5. The Consumer may enforce his/her product warranty claim within a period of two years from the date on which the product was first placed on the market by the product manufacturer. The Consumer is no longer entitled to the remedy on expiry of this period. The Consumer is obliged to inform the manufacturer about the defect without delay, after the discovery of the defect. The defect reported within the period of two months after the date of the discovery of the defect shall be regarded as a defect reported without delay. The Consumer is liable for the damage resulting from the delay in defect reporting.

9.2.6. The Consumer may enforce his/her product warranty claim towards the manufacturer or the distributor (Service Provider) of the product.

9.2.7. The product manufacturer and the person placing such products on the market (Service Provider) shall be considered as manufacturer under the Civil Code of Hungary.

9.2.8. The manufacturer or the distributor (Service Provider) is only exempted from the product warranty obligation if (s)he can prove that:

- the product was manufactured or put on the market outside the scope of the Service Provider's business, or
- the state of scientific or technical knowledge at the time when the producer put the product into circulation not allowing him/her to detect the existence of the defect, or
- the defect being due to compliance of the product with mandatory regulations issued by the public authorities.

9.2.9. The manufacturer or the distributor has to prove only one cause in order to be exempted.

9.2.10. Declaration for enforcement of product warranty claim template is available here: [Product Warranty Claim Declaration](#).

If the Consumer does not use the template made available by the Service Provider to enforce the product warranty claim, the declaration must include at least the description of the product's defect, the chosen warranty claim, the Customer's name, shipping address and the order number. The Customer can submit his/her declaration for enforcement of product warranty claim as recorded in point 13.1., or using the relevant contact details.

Mutatis mutandis, in order to enforce any product warranty claim the product(s) has to be returned to the Service Provider, to the Service Provider's logistics partner (Kor-recht Log Kft. 2045 Törökbálint, Raktárvárosi út 1. DEPO)

## **10. Gift Voucher**

10.1. The Customer can purchase gift voucher by using the webshop. The owner of the gift voucher is entitled to purchase any of the products available at the webshop - within the validity period of voucher and up to the amount added to it - using the gift voucher. The gift voucher is e-mailed to the Customer by the Service Provider.

10.2. The gift voucher shall only be used at the webshop and during the validity period of the gift voucher for purchasing product(s). The gift voucher has a validity period of 1 (one) year from the day after the day of purchasing it.

10.3. Any value can be added to a gift voucher.

10.4. The balance of gift voucher can be used up as a whole, without deduction. The owner of the gift voucher is entitled to use the gift voucher as a mean of payment up to its current balance. If the consideration of the purchased service is more than the balance of gift voucher, the difference shall be paid with other payment instruments (collect on delivery in cash, bank card or bank transfer - see point 6). The balance of gift voucher cannot be uploaded with money again.

10.5. The current balance and validity period of the gift voucher may be requested by phone or e-mail from the Service Provider.

10.6. Any person is to be regarded as the owner of the gift voucher or a person entitled to use the balance who knows the unique identification number of the gift voucher. The gift voucher is freely transferable to any person. The Service Provider does not examine the right of ownership of the gift voucher; the Service Provider rejects to execute requests in this regard.

10.7. The balance of gift voucher is not convertible to cash, cannot be transferred to a bank card, cannot be used to purchase another gift voucher and bears no interest, and there is no scope for repurchase and payment of balance.

10.8. In the case of use of the gift voucher's unique identification number by unauthorised person the Service Provider is not in a position to put or refund the amount used by the unauthorised person from the gift voucher. The Service Provider is not responsible for the 'stolen' unique identification number.

10.9. In the case of loss or oblivion of the gift voucher's unique identification number a new identification number can be required up to the unused balance using the contact details and methods set out in point 1.7, by providing the Customer's data again.

## **11. Liability**

11.1. The information available on the website is given entirely in good faith and it is purely for information purposes only; the Service Provider is not responsible for the accuracy and completeness of the information.

11.2. The Customer may use the website exclusively at his/her own risk and shall accept that the Service Provider is not responsible for the pecuniary and non-pecuniary damages which such use may entail apart from the responsibility for wilful misconduct, the breach of contract caused as a result of gross negligence or by offence, or the breach of contract resulting harmful effects on life, physical integrity or health.

11.3. The Service Customer does not take responsibility for the users' behaviour that uses the website. The Customer is fully and solely responsible for his/her own behaviour, in such cases the Service Provider cooperates fully with the determining authority for the detection of infringements.

11.4. The pages of the services may include access points (links) which directs to web pages of other service providers. The Service Provider does not take responsibility for the practices on data protection and other activities of these service providers.

11.5. The Service Provider is entitled, but not obliged to check the content made available potentially by the Customers during the use of the website and the Service Provider is entitled, but not obliged to look for evidence implying that they carry out illegal activity.

11.6. The Customer agrees that because of the global nature of Internet (s)he shall act taking into account the provisions of the relevant national laws during the use of the website. If any activity connected with the use of the website is not permitted by the legislation of the Customer's country, the Customer shall be solely liable for the use.

11.7. If the Customer detects objectionable content on the website (s)he must immediately report it to the Service Provider. If the Service Provider considers the report to be well founded during his/her action in good faith, the Service Provider is entitled to delete or modify immediately the information.

## **12. Copyright**

12.1. The website is copyright protected. The Service Provider is the copyright holder or the eligible user of the website and all content displayed during the provision of services available through the website: all copyright work and other intellectual creation (including, inter alia, all graphic and other materials, the layout and the editing of website interface, the used software and other solutions, the idea and the implementation).

12.2. The physical backup and the backup of the website's content and its certain elements to other data media, or the printing of these are only permitted for use for private purposes or with the Service Provider's prior written consent. The use other than private use - for example storing in data base, sharing, disclosure, making available for download and commercialisation - is only possible with the Service Provider's prior written consent.

12.3. With respect to beyond the rights specifically covered by this GTC, the registration, the use of website and any provision in this GTC do not confer on the Customer the right to use and utilize any trade name or trade mark made available on the website interface. Beyond the display of website during normal use, the temporary multiplication necessary for this and the private copying - these intellectual creations may not be used or utilized in any other forms without the Service Provider's prior written consent.

## **13. Options of Enforcement of Rights**

### **13.1. Complaints Handling**

13.1.1. The Customer - who is a consumer - may raise his/her consumer complaints related to the product or the Service Provider's activities using the contact details described in point 1.7.

The Customer is considered as a **Consumer** in the following cases:

- natural person acting for purposes outside the scope of his/her economic activities and profession;
- or civil society organization, ecclesiastical legal person, multi dwelling houses, housing cooperatives, micro, small or medium-sized enterprise - as defined by special law - acting for purposes outside the scope of its economic activities and profession, in the application of rules on conciliation board, who or which buys, orders, receives, uses and takes goods, and is also the recipient of the commercial communication and the offer.

13.1.2. Under the laws in force the Service Provider shall immediately examine the complaint made by phone and if necessary the Service Provider will solve the problem if the nature of complaint allows this solution. If the Customer does not agree with complaint handling or the immediate investigation of complaint is not possible, the Service Provider shall draw up immediately report of the complaint and the Service Provider's view on the complaint and shall send its copy to the Customer at the latest simultaneously to the substantive reply set out in the part concerning the written complaint, and shall continue to act in accordance with the provisions of written complaint.

13.1.3. The Service Provider shall allocate to the complaint made by phone a unique identification number which helps to trace the complaint. The Service Provider shall notify the Customer of this number.

13.1.4. The Service Provider is obliged to examine the written complaint within thirty days following its receipt, send a reply on the substance and ensure that the reply reaches the Customer. If the Service Provider rejects the complaint (s)he is obliged to give the reasons for its position in a substantive reply concerning the rejection .

13.1.5. The report drawn up on the complaint and a copy of the reply are to be retained by the Service Provider for five years.

13.1.6. The Service Provider receives objections raised by the Customer to the direct contact information provided under point 1.7, at the opening hours mentioned in it.

## 13.2. Other Options of Enforcement of Rights

13.2.1. If any consumer dispute between the Service Provider and the Customer as consumer is not resolved in the course of the negotiations with the Service Provider, the following enforcement options are available for the Customer:

a) **Conciliation board.** The Customer may initiate a procedure before the conciliation board of the competent professional chamber with a view to settling the consumer dispute - concerning the quality and/or safety of the products, the application of rules on products liability, and the conclusion and performance of the contract - out-of-court, by amicable means. The conciliation board of the domicile or habitual residence of the Customer is competent for the procedure. In the absence of the Customer's domicile or habitual residence within the country the Service Provider's registered seat shall determine the competence of conciliation board. The conciliation board specified in the Customer's application is competent for the procedure - at the Customer's such request - instead of the competent body as defined above.

Contact details of the competent conciliation board of the Service Provider's registered seat:

Pest Megyei Békéltető Testület (Conciliation Board of Pest County)

- H-1119 Budapest, Etele út 59-61. II. em. 240.
- Postal Address: H-1364 Budapest, post office box: 81.
- Fax: +36 (1) 269 07 03
- Phone number: +36 (1) 269 07 03

**Court proceeding.** The Customer has the right to enforce his/her claim arising from consumer dispute before the court in the context of civil proceedings under the provisions of the Act V of 2013 on the Civil Code of Hungary and the Act III of 1952 on the Code of Civil Procedure.

## **14. Privacy Statement**

14.1. The Service Provider shall respect the constitutional fundamental right to protection of personal data which includes that one disposes the disclosure and use of his/her own personal data.

14.2. The Service Provider shall pay specific attention to the increased compliance with the Act VI of 1998 on publication of convention signed in Strasbourg on 28 January 1981 for the protection of individuals with regard to automatic processing of personal data, Act CXIX of 1995 on the use of name and address information serving the purposes of research and direct marketing, and the Act CXII of 2011 on the right of informational self-determination and on freedom of information - during the obtaining and processing of personal data provided by the Customer that are necessary for the purchase of services.

14.3. Data provided by the Customer - such as surname, first name, shipping address, phone number, e-mail address and identification number - are available in the electronic mail sent via the system. In the case of bank card payment the data necessary for the payment are not processed by the Service Provider but B-Payment Zrt.

14.4. The data controller of the website is the Service Provider.

14.5. The Service Provider declares that the aim of processing of data (name, e-mail address, phone number, identification number, etc.) contained in the database is to ensure providing services available through the webshop, to present personalised content and advertisements, to compile statistics, to develop the IT system technically and to protect the Customers' rights. The Service Provider may use the data for creating user groups, presenting targeted content and/or advertisements on the Service Provider's website provided for user groups, and sending newsletter.

14.6. The Service Provider may not use the personal data provided by the Customer for purposes other than those provided above. The transmission of personal data to third party or authorities - unless the law or decision by an authority/judicial decision has decided otherwise with binding force - is only possible with the Customer's explicit consent. The Service Provider shall delete the Customer's personal data after the purpose of usage ceases to exist, or at the request of the Customer.

14.7. The data are provided by the Customer on a voluntary basis and the legal basis is the consent of the Customer concerned. The Customer gives his/her assent to use his/her data as specified above by the use of the services. The Customer may, at any time, request to delete or modify his/her data, for information concerning his/her processed data, or (s)he can object to the data processing. The Customer may bring the case before the court within 30 calendar days in the case of failure of his/her application or objection.

14.8. The Service Provider shall carry out activities concerning the processing of data obtained by the Service Provider in conformity with the legislation in force at any time and complying with the provisions on protection of data of this GTC. The Customer agrees to transmit the provided data to the data controller by the use of services provided by the Service Provider.

14.9. The Service Provider will assume no responsibility for the information given by the Customer. If the Service Provider becomes aware that the information infringes the rights of another person or the legislation, violates this data protection rules or causes harm by the non-compliance with rules, the Service Provider shall have the right to take the necessary legal action acting in conjunction with the determining authorities. If the Customer gave data of a third party to use the services or caused harm in any way during the use of website, the Service Provider shall have the right to enforce compensation.

14.10. The Service Provider shall maintain and ensure the information collected by online means with appropriate physical, electronic and technical methods in order to avoid unauthorised access and disclosure, and also to ensure the accuracy of data and the most appropriate use of data.

**14.11. Data Controllers:**

- Service Provider;
- Logistics partner: Kor-recht Log Kft.(2045 Törökbálint, Raktárvárosi út 1. DEPO. +36704241491; +36703272358;
- Courier service: DPD Hungária Kft. (address: H-1158 Budapest, Késmárk u. 14/B; phone number: +36 (1) 501 6200);
- 3takács Kft (address: 2459 Rácalmás Harmat utca 9. phone number: +36 70 701 7221)

14.12. Data processing register number of the Service Provider: NAIH-87144/2015.

14.13. The Service Provider uses cookies on the website, e.g. the website sends a small file containing one or more strings to the Customer's computer by which the Customer's web browser becomes identifiable, making the use of the website more comfortable for the Customer. The cookies will be stored temporarily in the Customer's computer and they will only be available on the Service Provider's server at the visiting of the website. The Customer can view, enable, disable or delete the cookies by using the settings of web browser. Most web browsers enable all cookies by default. With the disabling of cookies the features of the website only work or are available in a limited way. The Customer gives his/her consent to the receiving of cookies by the usage of the website under the condition that the Customer is entitled to withdraw his/her consent at any time by disabling the cookies in the web browser.

**15. Other Provisions**

15.1. The webshop is an information system in PHP, its safety level is adequate, its use does not cause any risks but it is recommended by the Service Provider to take the following precautionary actions: use antivirus and spyware protection software with up-to-date database and install the security updates of the operating system.

15.2. The Service Provider is entitled to unilaterally amend the provisions of this GTC at any time.

**Budapest, 05.06.2016**

**Space and More Kft.**