

General Terms and Conditions

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INTRODUCTION

Please read carefully if you wish to become a *registered partner* (hereinafter referred to as: Customer) or an *unregistered visitor* (hereinafter referred to as: Visitor) in our Web Store (www.fractalcolors.com), and use our services only if you agree with every point of the General Terms and Conditions and consider it binding on you.

The main legal acts concerning the operation of the Website and the services, the mandatory provisions of the relevant legal acts shall apply to the parties without any special stipulation:

- Act V of 2013 on the Civil Code (Civil Code);
- Act CVIII of 2001 on e-commerce services and the information society and certain aspects of related services (Equ.);
- Act CLV of 1997 on consumer protection (CPA);
- Gov. Decree 45/2014 (II. 26.) on the detailed rules for contracts between the consumer and the business;
- Act XLVII of 2008 (B2C) on the prohibition of unfair business and commercial practices against consumers;
- Gov. Decree 151/2003 (IX. 22.) on the mandatory warranty for certain durable goods;
- MNDE – MSAL joint decree (I. 30.) of 4/2009 on the detailed rules for the indication of selling price, unit price and the service charge on the products
- Regulation (EC) 2006/2004 on the online settlement of consumer disputes and Regulation (EC) 524/2013 on the amendment of Regulation (EC) 2006/2004 and Regulation (EC) 2009/22

Any person may visit www.fractalcolors.com (hereinafter referred to as: the Website) free of charge and without expressed obligation to register, however orders may only be placed after the completion of a commercial registration.

Who can register: a natural person of legal age over the age of 18 with Hungarian (or other) citizenship, or a legal person established under the law of the Hungarian (or other) state, or an unincorporated business with a valid tax number (Community tax number valid in the territory of the European Union) and a court registration.

These General Terms and Conditions (hereinafter referred to as: GTC) contains the reciprocal bilateral rules for information and contracting for the use of services under the www.fractalcolors.com domain name.

Technical information – which this GTC does not contain – is available on the Website.

By using the Website *Visitors and Customers of the Website* (hereinafter referred to as: Users) consent to and accept the contents of this GTC.

THE SERVICE PROVIDER

The Service Provider

The operator of the Website found under the www.fractalcolors.com domain name, the Service Provider:

Name: Fractal Colors Kft.

Headquarters: 2141 Csömör, Erkel Ferenc utca 26/A/1, Hungary

Mailing address: 2141 Csömör, Erkel Ferenc utca 26/A/1, Hungary

Representative: Lévai Ádám

Company registration number: 13-09-189245

Court of registry: Metropolitan Court, as Court of Company Registration

Tax number: 23351534-2-13

Public tax ID: HU23351534

Account holding financial institution: OTP Bank

Account number: 11716008-21201378-00000000

IBAN (HUF) account number: HU71 1171 6008 2120 1378 00000000

IBAN (EUR) account number: LT49 3250 0578 9397 7282

SWIFT(EUR):REVOLT21

E-mail address: info@fractalcolors.com

Phone: +36302905954

This GTC contains those general terms and conditions of the electronic commercial contract between the Service Provider and the User, which both the Service Provider and the User – by the selling and purchasing of products, and the use of services – expressly consent to and view as legally binding.

The Service Provider is at all times entitled to unilaterally modify the GTC without the User's consent and without prior notifying the User of the changes via electronic or postal services. The changes enter into force at their publication on the Website, and on the following day they are binding to both the Service Provider and the User. The Service Provider is obligated to publish the fact of these changes on the Website. By using services provided by the Service Provider after the publication of the changes made to the GTC the User accepts and consents to these changes.

Contents published on the Website by the Service Provider are solely informative in nature, the reality, accuracy, correctness, reliability, any adverse consequences or damages done or inconveniences suffered by the use or application of which the Service Provider is not liable for. The manufacturer of the products is responsible for the product descriptions and technical parameters of the Service Provider's products in accordance with relevant regulations.

Code of Ethics:

Fractal Colors Kft. and its representatives since the company's founding carry out their activities in accordance with clearly defined ethical standards and rules of conduct.

The guidelines are contained in the Code of Ethics. The Code of Ethics generally defines the human and behavioral rules by which the staff and representatives of Fractal Colors Kft. operate, as well as activities which they must refrain from. The principles described in the Code of Ethics – and its ideology itself – are mandatory for all representatives and employees who act in any business or customer relationship in Fractal Colors Kft.'s external legal relationships.

We believe that these norms are also human and business values, therefore they contribute to the satisfaction and business benefits of our partners, as well as establishing and improving our company's good business reputation.

It is our conviction that this special attention and business behavior may only further change in a positive direction for our partners.

In addition to the content framework of the partnership, we also strive to provide a quality certificate and guarantee with the Code of Ethics for those who choose the Fractal Colors brand.

The Service Provider is not liable for the contents and the mistakes, damages or inconveniences caused by the contents of websites the opening of which are made possible by externally referenced links placed on the Website.

ACTIVITY ON THE WEBSITE

The Service Provider allows the User on the Website the purchase of products in the following categories:

- Food colorings
- Food additives
- Fondants, coverings, marzipans
- Food flavorings
- Packaging materials, jars

TERMS OF USE

– Liability

The User may only use the Website at the User's own risk and accepts that the Service Provider is not liable for the property or non-property damages arising during use – with the exceptions of damages caused intentionally, with gross negligence or criminal offence, or breach of contract detrimental to life, limb and health. The Service Provider excludes all liability for the conduct of the Users of the Website, the User is fully and exclusively responsible for the User's own conduct. The User is obliged to ensure that the use of the website does not infringe the rights of third parties or the law, either directly or indirectly. The Service Provider is entitled, but not obliged, to check the content (for example, comments) made available by the Users during the use of the Website, and with regard to the published contents, the Service Provider is entitled, but not obliged, to look for signs indicating the continuation of illegal activity and does not take responsibility for them.

– Copyrights

The entirety of the Website (texts, images, graphic elements, etc.) is protected by copyright, therefore copying, modifying or distributing it for commercial purposes without the written permission of the Service Provider is prohibited!

PURCHASES ON THE WEBSITE

– Ordering process

The Website provides product presentational and online order placement options for the Users. You can browse the Website using the User menu items. Products can be found organized into different categories.

By clicking on the name of a category you will find the list of products in that category. From the list of products you can find out more about a given product by clicking on its name, there you will see a detailed description of the product (product information, price, etc.).

The keyword search function of the Website can be used to find similar products. Product results that match your search criteria are displayed in a list similar to the way categories are displayed.

A chosen product can be placed in the cart with the „Cart“ button, the number of products can be set next to the „Cart“ button. The User can verify the contents of the cart in the Cart menu item. Here you can set the number of products you wish to order or you can delete products from the cart. The „Empty Cart“ button can be used to empty the entire cart. The User can continue the purchase process by clicking on the „Place Order“ button. As a second step, you can log in, register, or purchase without registering.

In case of registered, or unregistered purchase the User must enter the following data: e-mail address, name, phone number, mailing address and billing address, if the two addresses are different. To register the User must also set a password. The User can verify the success of the registration via e-mail or on the Website. The User can request the deletion of the registration from the Service Provider via e-mail, in this case a new registration is necessary before the continuation of purchasing. The User is responsible for keeping the access data confidential. The User is also responsible for updating the data, furthermore the User is obligated to notify the Service Provider if misuse of the data by a third party has been confirmed. In case of a forgotten password a new password can be requested on the Website to be sent to the User's registered e-mail address. If the User has previously registered on the website, the ordering process can be continued by entering the e-mail address and password.

The next step in the order placement is for the User to select the appropriate payment and delivery method. With the help of a summary page, the User can check all the data previously entered and the products on the order, and their quantity. In case of data entry errors the User can correct the mistakes with the help of the „Pencil“ icon. If you find everything suitable, you can use the „Submit Order“ button to finalize your order. You will receive confirmation via e-mail and on the Website. If you locate an error in the data after the placement of the order (e.g. in the confirmation e-mail) you must immediately notify the Service Provider – but within 24 hours at the most.

Regardless of the order intent, the User can log in using the **Customer Login** window or the **Login** menu item. After logging in, a menu item **Change data** will appear, where you can change your data entered during registration, as well as track the data and status of the submitted order.

The User is responsible for the accuracy and reality of the submitted data, the Service Provider provides technical tools for the correction of data that is incorrect due to data loss, misspellings, omissions and misinterpretations in the registration software, or on request. After login the User can modify the data at any time under the „My account“ menu item. The User may submit a request for data correction in person and by post, if meeting the condition of personal identification. The Service Provider does not accept order placements on the phone. An electronic contract disclaimer becomes effective when it becomes available to the other party. The Service Provider excludes its liability if the User uses its services on behalf of another person using the data of another person. Within the framework of these regulations and on the basis of the information available on the Website, before a contract is concluded the Service Provider informs the User about the following:

- the essential details of the contract subject (product descriptions, order process, payment, delivery)
- net, gross price of products, ancillary costs, postage, shipping costs, other charges,
- on the expiry date and conditions of the Service Provider's offer's binding effect,

- the means of ensuring that errors in the electronic recording of data are identified and corrected before the contract is declared,
- that the contract qualifies as a written contract with the application of the GTC, the order and the acceptance of the order, and that the Service Provider keeps these electronic documents in accordance with the general rules,
- the language of the contract: English,
- the right of withdrawal of the User as a natural person.

Regarding the above points in addition to the information on the Website the Service Provider publishes information on specific prices, fees, conditions, rules and other significant circumstances on the Website as well as provides information to the User on paper-based (or on durable data carriers available to the User) catalogues, product information, contracts and prospectuses. Before the finalization of an order the User at all times has the right to delete or withdraw from the transaction. By pressing the "Order" button the User finalizes the order, but may place a comment on it which provides an additional legal opportunity to exercise rights or fulfill obligations. After the placement of the order the User will immediately receive a confirmation e-mail detailing all relevant information on the order to the provided e-mail address. Failure to receive a confirmation e-mail may be caused by an incorrectly set e-mail address or the lack of accessible storage in the User's mailbox. The confirmation e-mail is sent automatically after the recording of the order.

– Offer's binding effect, confirmation

The Service Provider notifies the User in 48 hours on the confirmation. If the User does not receive a confirmation in 48 hours, the User is exempted from the offer's binding effect, and is not obligated to accept the ordered products.

The confirmation e-mail contains the data provided at purchase, at the placing of the order, the name and price of the product(s) ordered, the chosen method of payment and delivery, the order number, and additional comments made by the User on the order. The Service Provider is not liable for any delivery delays or other problems or errors that can be traced back to data provided incorrectly and/or inaccurately by the User.

– The conclusion of a contract

Concluding a contract is possible in English. The placing of an order qualifies as a conclusion of a contract in an electronic way, governed by Act CVIII of 2001 on certain aspects of electronic commerce services and information society services. The contract is covered by Gov. Decree 45/2014 (II.26.) on the detailed rules for contracts between consumers and businesses and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

The contract concludes at the receipt of the automatic confirmation.

– Invoice

The Service Provider issues a paper-based invoice which is at all times provided to the User. In case of delivery the invoice is attached to the package, in case of personal receipt it is given to the User directly.

– Payment

Payment method options on the Website are as follows:

- Cash on delivery: The User pays the total of the order in cash upon delivery to the associate of the delivery company entrusted by the Service Provider.
- Transfer in advance: The User transfers the exact final amount of the order to the Service Provider's bank account. In case of payment of the purchase price of the User's order by bank transfer or payment to a bank account, it must be fulfilled to the bank account of the Service Provider within 3 working days from the order.
- PayPal: In this case we redirect the customer to PayPal's system. There the customer can use credit card or an existing PayPal account to settle the purchase. Credit card details must always be entered on the PayPal website, therefore they will not reach the merchant in any circumstances. Accepted credit cards: Visa (some Electron cards as well), EC/MC embossed cards.
- Cash on the spot: Payment in cash at the collection point indicated by the Service Provider.

If, despite all the attention of the Service Provider, an incorrect price is posted on the interface of the Web Store, in particular obviously false, e.g. significantly different from the well-known, generally accepted or estimated price of the product, possibly a "0" HUF or "1" HUF price due to a system error, the Service Provider is not obligated to deliver the product at an incorrect price, rather an offer will be sent for delivery at the correct price, in the knowledge of which the Customer may withdraw from the intention to purchase.

In case of an incorrect price there is a disproportion between the product's real price and its indicated price, which an average customer should recognize immediately. Pursuant to Act V of 2013 on the Civil Code (Civil Code), the contract is concluded by the mutual and unanimous expression of the will of the parties. In case the parties cannot reach an agreement in the conditions of the contract, i.e. there is no declaration of mutual and unanimous expression of the will of the parties, in that case, there shall not be a validly concluded contract from which rights and obligations would arise. Based on this, an order confirmed at an incorrect/false price will be considered an invalid contract.

– Options for receipt, Delivery

– GLS Delivery Service

The Service Provider entrusts GLS Delivery Services to deliver packages. Shipments are delivered on workdays from 08:00 to 17:00.

In case the User uses the services of the Delivery Service the User will receive notification from the Service Provider or the Delivery Service on the expected date of delivery and identification data of the package.

More information is available at GLS's central phone number: **+36 1 802 0265**

The User is obligated to set a delivery address where the package can be received at the time of the delivery by the User or by the User's representative. If the courier cannot find anyone at the delivery address at the time of the delivery, a second attempt will take place to deliver the package in 24 hours. If the second attempt is also unsuccessful, the package will be sent back to the sender, i.e. the Service Provider. After this the order is deleted. If the User requests a re-delivery, the Service Provider may charge the order with additional delivery costs, about which the User shall notified in all cases.

If the User finds the packing, or the product to be damaged, the User may request the courier to take a report, since the conditional and quantitative receipt of the product is concluded with the acceptance of the delivery from the courier and with the signing of the receipt verification documents. This means that after receipt the User may only exercise the right of withdrawal, therefore after the departure of the delivery person the Service Provider retrospectively cannot accept complaints regarding the condition and quantity of shipments.

Provided that at receipt the packing or the product is visibly damaged and the damage was done before receipt, the return and replacement of the product is provided by the Service Provider free of charge. The Service Provider is not responsible for any damage detected after receipt!

The processing of orders is done on workdays between 08:00 and 16:00 (CET). Processing is done at the latest on the 4. workday following the placement of the order. In case of payment of the purchase price of the User's order by bank transfer or payment to a bank account, it must be fulfilled to the bank account of the Service Provider within 3 workdays from the order. In case the purchase price does not show on the Service Provider's bank account within 5 workdays of the order, the Service Provider is entitled to delete the order and notify the customer. General Service Provider deadline:

- in case of cash on delivery, in 2 workdays following the placement of the order.

– in case of bank transfer or payment to a bank account, in 2 workdays following the crediting of the purchase price. If the product in question is out of stock and order completion is not possible in above deadline, the Service Provider notifies the User of this circumstance and they discuss further details of the completion of the order.

Unless otherwise agreed, the Service Provider is obligated to provide (deliver) the product to the User without delay, but no later than within thirty days after the conclusion of the contract. In case of a delay on the part of the Service Provider the User is entitled to set an additional time limit. If the Service Provider does not complete the order in this additionally set time limit, the User is entitled to withdraw from the contract. The User is only entitled to withdraw from the contract without setting an additional time limit if the Service Provider denied completion of the order or if – according to the agreement concluded by the parties or the recognizable purpose of the service – the contract should have been fulfilled at the time specified for fulfillment – and not at another time.

Cash on the spot: In this case reception of the ordered products is possible at the address set by the Service Provider (2141 Csömör, Erkel Ferenc utca 26/A/1, Hungary) after the Service Provider notified the User via e-mail.

RIGHT OF WITHDRAWAL

– The exercise of the right of withdrawal

The contents of this point apply only to a *natural person acting outside of trade, profession or business who purchases, orders, receives, uses products as well as is the addressee of commercial communication regarding products* (hereinafter referred to as Consumer).

The Consumer is entitled to withdraw from the contract without justification within fourteen (14) days from the date of receipt of the product, in case of several products the last product supplied, by the Consumer or a third party other than the courier designated by the Consumer.

The Consumer also exercises the right of withdrawal in the period between the day of the conclusion of the contract and the day of the receipt of the product.

If the Consumer wishes to exercise the right of withdrawal, the Consumer is obligated to deliver a statement containing clear intention to withdraw (e.g. via mail, fax, or mail sent in an electronic way) to the Service Provider using the contact details indicated in the 1. point of this GTC. For this purpose the Consumer may also use the statement of withdrawal sample attached to the confirmation e-mail. The Consumer exercises the right of withdrawal within deadline if the statement of withdrawal is sent to the Service Provider before the termination of the deadline specified above.

It is the burden of the Consumer to prove that the right of withdrawal was exercised in accordance with the provisions laid down by law.

In both cases the Service Provider immediately confirms via e-mail the arrival of the Consumer's statement of withdrawal.

In case of paper-based withdrawal it qualifies as within deadline if the Consumer sends the statement in 14 calendar days (even on the 14. calendar day) to the Service Provider.

In calculating the deadline the Service Provider takes into account the date of posting in case of a statement arriving by post, the sending of a fax or e-mail in case of a statement sent by fax or e-mail. The Consumer should mail the statement by registered mail so that the date of posting can be definitely proven.

In case of withdrawal the Consumer is obligated to send the ordered product back to the Service Provider's address indicated in the 1. point without unjustified delay, but at the latest in 14 days after sending the statement of withdrawal. The deadline is met if the Consumer sends the product (by post or by giving it back to the courier delivering it) before the expiry of the 14 day deadline.

The cost of delivering the product back to the Service Provider's address is borne by the Consumer. The Service Provider cannot accept a package sent back with the payment method of cash on delivery. Other than the cost of sending back the product no other costs are borne by the Customer.

If the Consumer withdraws from the contract the Service Provider immediately – but at the latest in 14 days after the receipt of the Consumer's statement of withdrawal – reimburses all consideration paid by the Consumer, including the delivery cost, except those additional costs which have arisen due to the fact that the Consumer has chosen a mode of transport other than the cheapest usual mode of transport offered by the Service Provider. The Service Provider is entitled to hold back reimbursement until the product in question has arrived to the Service Provider or until the Consumer has proven to have sent it back: of the two, the Service Provider shall take into account the earlier date.

During reimbursement the Service Provider uses the payment method used during the original transaction, except if the Consumer expressly consents to the use of a different payment method; there is no additional cost to the Consumer as a result of using this method of reimbursement.

The Consumer can only be held accountable in the reduction of value of the product if this occurred due to use exceeding the use required for assessing the product's nature, properties and function.

– Cases in which the Consumer is not entitled to the right of withdrawal

In case of a service contract, after the fulfillment of the entirety of the service, if the Service Provider began to fulfill the service with the Consumer's expressed, prior consent, and the Consumer accepted that the right of withdrawal expires after the fulfillment of the service. In case of a product or service the price and cost of which depends on the possible fluctuation of the money market – even within the 14 day deadline of withdrawal – which cannot be affected by the Service Provider. In case of a non-prefabricated product produced by the Service Provider on the basis of the Consumer's instructions or express request, or a product that is clearly personalized for the User. In case of a product which is perishable or only retains its quality for a short time. In case of a product in a sealed packing after the opening of which – due to health or hygiene reasons – it cannot be sent back to the Service Provider. By opening a food color, food additive, or food flavoring, the User's right of withdrawal from the purchase expires. In case of a product which, by its nature, is inseparably mixed with another product after its receipt. In case of an alcoholic drink the actual value of which depends on market fluctuations not affectable by the Service Provider and the price of which has been agreed upon by the parties at the conclusion of the contract of sale, however the fulfillment of the contract only takes place after the thirtieth day after the conclusion of the contract.

WARRANTY

– Supplier warranty

In case of a faulty fulfillment by the Service Provider the User may exercise a warranty claim against the enterprise in accordance with the provisions of Act V of 2013 on the Civil Code.

In case of a consumer contract the User – qualifying as Consumer – may exercise warranty claims for those product defects that were already present at the receipt of the product within a 2 year expiry deadline starting at the time of receipt. Outside of the 2 year expiry deadline the User cannot exercise warranty claims.

In case of a contract not concluded with the Consumer the User may exercise warranty claims in a 1 year expiry deadline starting at receipt.

The User – according to the User's choice – may make the following supply warranty claims: The User may request repair or replacement, except if the fulfillment of the Customer's chosen claim is impossible or if it would impose a disproportionate additional cost to the enterprise compared to other claims. If the User did not or could not request repair or replacement, the User may request the consideration's proportionate reduction or may repair the defect or have the defect repaired by a third party to the expense of the enterprise or may – ultimately – withdraw from the contract.

The User may switch the chosen supplier warranty claim to another, the cost of this is borne by the User, except if this was justified or if the reason for this was given by the enterprise.

The User is obligated to notify the Service Provider of any defect discovered immediately, but not later than within two (2) months after the discovery of the defect.

The User may only exercise supplier warranty claims directly against the enterprise.

In case of a contract concluded with a User qualifying as a Consumer, in case of a defect discovered within six months of the fulfillment (i.e. delivery, receipt) it should be presumed that the defect had been present at the time of receipt, except if the presumption is incompatible with the nature of the defect or the product. The Service Provider is only exempted from warranty if this presumption can be disproven, i.e. it can be proven that the defect in the product arose after the User has received it. Based on this, the Service Provider is not obligated to grant the User's objection if the Service Provider can properly prove that the defect was caused by the improper use of the product. However, six months after the fulfillment the burden of proof is reversed, therefore in case of a disagreement the User is responsible for proving that the defect was present at the time of the receipt of the product.

In case of foodstuffs (food colorings, food additives, food flavorings) warranty expires at the opening of the product.

- Product warranty

Product warranty may only arise in the case of a defect in a product. In this case the User qualifying as a Consumer may – according to the User's choice – exercise the right specified in 7.1. or may exercise a product warranty claim.

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

A product qualifies as 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 characteristics specified by the manufacturer.

The User may exercise product warranty claims within two (2) years of the product's placing on the market by the manufacturer. Over this deadline exercising rights expire.

The User may only exercise product warranty claims against the manufacturer or distributor of the product.

In case of a product warranty claim's exercise the User must prove the product's defect.

The manufacturer (distributor) is exempted from product warranty obligations only if it can be proven that:

- the product was not manufactured and placed on the market in the manufacturer's business activities, or
- the defect was not recognizable at the time of placing on the market according to the state of science and technology, or
- the defect in the product is due to the application of legislation or a mandatory official regulation.

The manufacturer (distributor) only needs to prove one cause to be exempted.

Due to the same defect, a supplier warranty claim and a product warranty claim cannot be enforced simultaneously. However, in the event of a successful product warranty claim, the User may enforce supplier warranty claim against the manufacturer for the replaced product or repaired part.

In case of foodstuffs (food colorings, food additives, food flavorings) warranty expires at the opening of the product.

- Guarantee

151/2003 (IX. 22.) contains regulations on the mandatory guarantee for certain durable consumer goods. The (material) scope of the decree only applies to products sold under a new consumer contract concluded in the territory of Hungary and listed in the annex to the decree.

Regarding the durable consumer goods listed in the government decree the mandatory guarantee is 1 year, the beginning of which is the date of receipt by the Consumer or if the commissioning is performed by the Service Provider or its agent, the date of commissioning.

The enterprise is exempted from guarantee only if it can be proven that the cause of the defect arose after fulfillment.

Due to the same defect the User may not exercise supplier warranty claim and guarantee claim, or product warranty claim and guarantee claim simultaneously, in parallel, however the User is due the rights arising from guarantee, the rights specified in 7.1. and 7.2. notwithstanding.

In case of foodstuffs (food colorings, food additives, food flavorings) guarantee expires at the opening of the product.

- The exercise of warranty and guarantee claims

The User may exercise warranty claims at the following contacts:

Name: Fractal Colors Kft.

Mailing address: 2141 Csömör, Erkel Ferenc utca 26/A/1, Hungary

Phone: +3630/2905954

E-mail address: info@fractalcolors.com

If the Service Provider cannot inform the Consumer on the feasibility of the Consumer's warranty or guarantee claim at the time of its declaration, the Service Provider is obligated to notify the Consumer within five workdays in a verifiable manner on Service Provider's position – in case of the denial of the Consumer's claim, on the cause of the denial and on the possibility of contacting a conciliation body.

ENFORCEMENT OPTIONS

- Place, time and method of complaint handling

The User may submit consumer objections regarding products or the activities of the Service Provider at the following contacts:

Name: Fractal Colors Kft.

Mailing address: 2141 Csömör, Erkel Ferenc utca 26/A/1, Hungary

Phone: +3630/2905954

E-mail address: info@fractalcolors.com

The Service Provider rectifies any verbal complaint immediately if possible. If immediate remedy of a verbal complaint is not feasible due to the nature of the complaint or if the User disagrees with the handling of the complaint, the Service Provider puts the complaint on record – which is to be preserved for five years along with a substantive answer.

The Service Provider is obligated to provide the User with a copy of the record on the spot in case of a complaint made verbally, in person (in business premises), or if this is not possible, the Service Provider is obligated to proceed according to the rules regarding written complaints specified below.

The Service Provider shall send the User a copy of the record at the latest simultaneously with the sending of a substantive answer in the case of a verbal complaint made by the User on the phone or via other electronic communication services.

In all other cases the Service Provider shall proceed according to the rules regarding written complaints.

The Service Provider sets a unique identifier for all recorded complaints made on the phone or via other communication services this way simplifying the retrieval of the complaint.

The Service Provider answers written complaints substantively in 30 days. Processing is to be regarded as posting under this contract.

In the case of the denial of a complaint the Service Provider informs the User on the cause of the denial.

- Other enforcement options

If a possible consumer dispute between the Service Provider and the User is not settled during negotiations with the Service Provider, the following enforcement options are open to the User:

- Filing a complaint with the consumer protection authority, primarily the regional district offices. Contact information: <http://jarasinfo.gov.hu/>,
- Initiating conciliation body procedure,
- Initiating judicial proceeding.

Out-of-court settlement of consumer disputes falls within the jurisdiction of the conciliation body. The objective of the conciliation body is to attempt settling the consumer dispute by establishing an agreement between the parties. If the attempt fails, the conciliation body shall make a decision to ensure the easy, swift, effective and cost-efficient enforcement of consumer rights. The conciliation body shall – on request – advise the Consumer or the Service Provider regarding the rights and obligations of the Consumer.

A cross-border consumer dispute regarding an online contract of sale or online service contract falls within the jurisdiction of the conciliation body operating under the Metropolitan Chamber of Commerce and Industry.

The Service Provider is obligated to cooperate in the conciliation body procedure. As part of the procedure the Service Provider is obligated to reply to the conciliation body and to ensure the participation of a person authorized to reach an agreement at the hearing. In case the enterprise headquarters or site is not registered in the county of the chamber operating the conciliation body, the enterprise's cooperation obligation covers the option to offer a written agreement in accordance with the Consumer's wishes.

Contact information of conciliation bodies:

?All phone numbers below are to be dialed with the prefix +36.

• **Conciliation Body Bács-Kiskun County**

Address: 6000 Kecskemét, Árpád blvd. 4., Hungary
Phone: (76) 501-525, (76) 501-500
Fax: (76) 501-538
Name: Mátyus Mariann
E-mail address: bkmkik@mail.datanet.hu;

• **Conciliation Body Baranya County**

Address: 7625 Pécs, Majorossy Imre st. 36., Hungary
Mailing address: 7602 Pécs, p.o.b. 109., Hungary
Phone: (72) 507-154
Fax: (72) 507-152
Name: Dr. Bodnár József
E-mail address: bekelteto@pbkik.hu;

• **Conciliation Body Békés County**

Address: 5601 Békéscsaba, Penza r.c. 5., Hungary
Phone: (66) 324-976, 446-354, 451-775
Fax: (66) 324-976
Name: Dr. Bagdi László
E-mail address: bmkik@bmkik.hu;

• **Conciliation Body Borsod-Abaúj-Zemplén County**

Address: 3525 Miskolc, Szentpáli st. 1., Hungary
Phone: (46) 501-091, 501-870
Fax: (46) 501-099
Name: Dr. Tulipán Péter
E-mail address: kalna.zsuzsa@bokik.hu;

• **Conciliation Body Budapest**

Address: 1016 Budapest, Krisztina blvd. 99., Hungary
Phone: (1) 488-2131
Fax: (1) 488-2186
Name: Dr. Baranovszky György
E-mail address: bekelteto.testulet@bkik.hu;

• **Conciliation Body Csongrád County**

Address: 6721 Szeged, Párizsi blvd. 8-12., Hungary
Phone: (62) 554-250/118 extention
Fax: (62) 426-149
Name: Dékány László, Jerney Zoltán
E-mail address: bekelteto.testulet@csmkik.hu;

• **Conciliation Body Fejér County**

Address: 8000 Székesfehérvár, Hosszúséta sq. 4-6., Hungary
Phone: (22) 510-310
Fax: (22) 510-312
Name: Kirst László
E-mail address: fmkik@fmkik.hu;

- **Conciliation Body Győr-Moson-Sopron County**
Address: 9021 Győr, Szent István way 10/a., Hungary
Phone: (96) 520-202; 520-217
Fax: (96) 520-218
Name: Horváth László
E-mail address: bekeltetotestulet@gymkik.hu;

- **Conciliation Body Hajdú-Bihar County**
Address: 4025 Debrecen, Petőfi sq. 10., Hungary
Phone: (52) 500-749
Fax: (52) 500-720
Name: Dr. Hajnal Zsolt
E-mail address: info@hbkik.hu;

- **Conciliation Body Heves County**
Address: 3300 Eger, Faiskola way 15., Hungary
Mailing address: 3301 Eger, p.o.b. 440., Hungary
Phone: (36) 416-660/105 extention
Fax: (36) 323-615
Name: Pintérmé Dobó Tünde
E-mail address: tunde@hkik.hu;

- **Conciliation Body Jász-Nagykun-Szolnok County**
Address: 5000 Szolnok, Versegly park 8., Hungary
Phone: (56) 510-610
Fax: (56) 370-005
Name: Dr. Lajkóné dr. Vígh Judit
E-mail address: kamara@jnszmkik.hu;

- **Conciliation Body Komárom-Esztergom County**
Address: 2800 Tatabánya, Fő sq. 36., Hungary
Phone: (34) 513-010
Fax: (34) 316-259
Name: Dr. Rozsnyói György
E-mail address: kemkik@kemkik.hu;

- **Conciliation Body Nógrád County**
Address: 3100 Salgótarján, Alkotmány way 9/a, Hungary
Phone: (32) 520-860
Fax: (32) 520-862
Name: Dr. Pongó Erik
E-mail address: nkik@nkik.hu;

- **Conciliation Body Pest County**
Address: 1119 Budapest, Etele way 59-61. 2. flr. 240., Hungary
Phone: (1)-269-0703
Fax: (1)-269-0703
Name: dr. Csanádi Károly
E-mail address: pmbekelteto@pmkik.hu
Website: www.panaszrendezes.hu

- **Conciliation Body Somogy County**
Address: 7400 Kaposvár, Anna st. 6., Hungary
Phone: (82) 501-000
Fax: (82) 501-046
Name: Dr. Novák Ferenc
E-mail address: skik@skik.hu;

- **Conciliation Body Szabolcs-Szatmár-Bereg County**
Address: 4400 Nyíregyháza, Széchenyi st. 2., Hungary
Phone: (42) 311-544, (42) 420-180
Fax: (42) 311-750
Name: Görömbeiné dr. Balmaz Katalin
E-mail address: bekelteto@szabkam.hu;

- **Conciliation Body Tolna County**
Address: 7100 Szekszárd, Arany János st. 23-25., Hungary
Phone: (74) 411-661
Fax: (74) 411-456
Name: Mátyás Tibor
E-mail address: kamara@tmkik.hu;

• **Conciliation Body Vas County**

Address: 9700 Szombathely, Honvéd sq. 2., Hungary
Phone: (94) 312-356
Fax: (94) 316-936
Name: Dr. Kövesdi Zoltán
E-mail address: pergel.bea@vmkik.hu

• **Conciliation Body Veszprém County**

Address: 8200 Veszprém, Radnóti sq. 1., Hungary
Phone: 88/429-008, or 88/814-111 (Veszprém County Chamber of Commerce and Industry)
Fax: 88/412-150 (Veszprém County Chamber of Commerce and Industry)
Name: dr. Vasvári Csaba president (available on workdays 08:00-13:00 (CET) on the: +36/30/608-0270 mobile number)
Consulting hours: Tuesday 08:00 – 13:00 (CET), direct phone line at this time: 88/814-121
E-mail address: info@bekeltetesveszprem.hu
Website: www.bekeltetesveszprem.hu

• **Conciliation Body Zala County**

Address: 8900 Zalaegerszeg, Petőfi st. 24., Hungary
Phone: (92) 550-513
Fax: (92) 550-525
Name: dr. Koczka Csaba
E-mail address: zmbekelteto@zmkik.hu

OTHER

– **Modification of GTC, prices**

The Service Provider may at all times modify without retroactive effect the contents of this GTC and the prices of products distributed on the Website and other indicated prices. The modified GTC enters into force the day following its publication on the Website, while modified prices enter into force after modification and apply only to post-entry transactions.

– **Technical limitations**

Purchasing on the Website suggests the User's knowledge and acceptance of the Internet's possibilities and limitations especially technical performance and errors that may occur. The Service Provider is not liable for any functional errors that may occur in the network preventing the Website from functioning and preventing purchasing.

– **Privacy Policy**

The Service Provider only handles data provided by the User in the context of a predetermined purpose, i.e. solely in connection with the fulfillment of the contract.

EUROPEAN COMPLAINT HANDLING

Article 14 of Regulation (EU) No 524/2013 provides for the following:

Complaints can be made to established EU traders involved in online contracts of sale or online service contracts, moreover complaints can also be made to established EU online markets at the following link:

https://ec.europa.eu/info/strategy/decision-making-process_en

or

National contact point: Hungary

E-mail: onlinevita@bkik.hu

Krisztina blvd. 99.

H-1016 Budapest, Hungary

REGULATORY ENVIRONMENT

Legislations are available at the www.njt.hu link.