

This document contains the general terms and conditions (hereinafter: the “GTC”) governing the use of hepipolo.hu (hereinafter: the “webshop”), operated by MG Records Zrt. as the Service Provider.

The contract thus concluded shall qualify as an electronically concluded contract, to which the provisions set out in **Sections 5 and 6 of Act CVIII of 2001 on certain issues of electronic commerce services and information society services, Chapter XVI of the Civil Code**, as well as **Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses**, shall apply. A contract concluded by electronic means shall qualify as a written contract, which is not separately registered by us, and shall thereafter be available exclusively in electronic form through the website (under the [General Terms and Conditions](#) menu item, and, during the purchase process, we store the state of the document as accepted in compliance with the GDPR, which shall be made available upon a GDPR data access request). Furthermore, we do not subject ourselves to the provisions of any code of conduct whatsoever. Language of the contract: Hungarian. In the course of using the webshop, you are obliged to ensure that neither directly nor indirectly do you infringe the rights of third parties or any applicable law.

If any provision of the GTC is legally incomplete or invalid, the remaining provisions of the contract shall nevertheless remain in force, and the applicable statutory provisions shall apply in lieu of the invalid or defective provision.

Please use our services only if you agree with all provisions hereof and consider them binding upon you.

1. Basic definitions of the contractual terms:

1.1. Details of the Service Provider

- **Name of the Service Provider:** MG Records Zrt.
- **Registered seat of the Service Provider:** 1188 Budapest, Vezér u. 77/b.
- **Business premises of the Service Provider:** 1091 Budapest, Üllői út 31.
- **Company registration number:** 01-10-048198
- **Tax number:** 25019263-2-43
- **Name of the registering authority (Court of Registration):** Court of Registration of the Metropolitan Court of Budapest
- **Data Controller:** Nóra Matyasovszki
- **Language of the contract:** Hungarian
- Hereinafter referred to as the “**Service Provider**”.
- The webshop is the exclusive property of MG Records Zrt., the body exclusively entitled to represent the “MG Records” brand in Hungary.

1.2. Contact details of the Service Provider

- **Mailing address:** 1091 Budapest, Üllői út 31.
- **Telephone:** [+36-20 / 971-5023](tel:+36209715023)
- **E-mail:** info@mgrecords.hu
- Customer service is available by telephone from Monday to Friday during business hours, between **11⁰⁰ - 19⁰⁰**, and on Saturdays between **10⁰⁰ - 14⁰⁰**.

1.3. Details of the hosting provider:

- **Company name:** Rackforest Zrt.
- **Address:** 1132 Budapest, Victor Hugo utca 11. 5. em. B05001.
- **Company registration number:** 01-10-142004
- **Tax number:** 32056842-2-41
- **Telephone:** [+36-1 / 211-0044](tel:+3612110044)
- **E-mail:** info@rackforest.hu
- **Website:** www.rackforest.com

1.4. Data processor related to invoicing and enterprise management:

- **Company name:** ERP2U Software Kft.
- **Address:** 1052 Budapest, Fehér Hajó utca 8-10. 2em 2.
- **Company registration number:** 1-09-861087
- **Tax number:** 13550299-2-41
- **E-mail:** kapcsolat@erp2u.hu
- **Website:** www.erp2u.hu

1.5. Data processor related to accounting:

- **Company name:** E&Sz Accounting Kft.
- **Address:** 1033 Budapest, Miklós utca 13. 8. em. 42.
- **Company registration number:** 01-09-423062
- **Tax number:** 22636838-2-43

1.6. Details of the delivery companies:

- **Company name:** GLS General Logistic Systems Hungary Kft.
- **Address:** 2351 Alsónémedi, GLS Európa u. 2.
- **Company registration number:** 13-09-111755
- **Tax number:** 12369410-2-44
- **E-mail:** info@glh-hungary.com
- **Website:** www.gls-group.eu
- **Company name:** FoxPost Zrt.
- **Address:** 3300 Eger, Pacsirta utca 35/A.
- **Company registration number:** 10-10-020309
- **Tax number:** 25034644-2-10
- **E-mail:** info@foxpost.hu
- **Website:** www.foxpost.hu

- **Company name:** Magyar Posta Zrt.
- **Address:** 1138 Budapest, Dunavirág utca 2-6.
- **Company registration number:** 01-10-042463
- **Tax number:** 10901232-2-44
- **Telephone:** [+36-1 / 767-8200](tel:+36-1-767-8200)
- **E-mail:** ugyfelszolgalat@posta.hu
- **Website:** www.posta.hu

1.7. Our card payment partners:

- **Company name:** Barion Payment Zrt.
- **Address:** 1117 Budapest, Infopark sétány 1.
- **Company registration number:** 01-10-048552
- **Tax number:** 22776082-2-13
- **Community tax number:** HU11138154
- **Licence number:** H-EN-I-1064/2013
- **Institution identifier:** 25353192
- **Data processing registration number:** NAIH-73794/2014
- **Telephone:** [+36-1 / 464-7099](tel:+36-1-464-7099)
- **Website:** www.barion.com
- **Company name:** PayPal Inc. (which is the parent company of PayPal (Europe) S.à r.l. et Cie, S.C.A.)
- **Address:** Luxembourg L-2449, 22-24 Boulevard Royal.
- **E-mail:** impressum@paypal.com
- **Website:** www.paypal.com/hu
- **Company name:** UniCredit Bank Hungary Zrt.
- **Address:** 1054 Budapest, Szabadság tér 5-6.
- **Company registration number:** 01-10-041348
- **Tax number:** 10325737-4-44
- **Telephone:** [+36-1 / 325-3200](tel:+36-1-325-3200)
- **Website:** www.unicreditbank.hu

1.8. Definitions

Goods: movable property offered for sale in the webshop.

Service Provider: the party operating this website and carrying out seller activities thereon, accepting and fulfilling orders.

Customer, Buyer: any person who purchases any service or product through the Service Provider's official website (<https://mgrecords.hu>), acknowledges the GTC and accepts the same as binding upon himself/herself.

Consumer: a natural person acting for purposes outside his or her independent occupation or economic activity, who purchases, orders, receives, uses or avails himself or herself of Goods, or is the recipient of

commercial communication or an offer relating to Goods. For the purposes of the rules governing the conciliation body – with the exception of the application of **Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013** on online dispute resolution for consumer disputes and amending **Regulation (EC) No 2006/2004** and **Directive 2009/22/EC** – the term Consumer shall also include, in addition to the foregoing, a civil organisation, ecclesiastical legal person, condominium or housing cooperative acting for purposes outside its independent occupation and economic activity, which purchases, orders, receives, uses or avails itself of Goods, or is the recipient of commercial communication or an offer relating to Goods. For the purposes of the application of **Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018** on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market, and amending **Regulations (EC) No 2006/2004** and **(EU) 2017/2394** and **Directive 2009/22/EC** [hereinafter: **Regulation (EU) 2018/302**], an undertaking qualifying as a customer under **Regulation (EU) 2018/302** shall also be deemed to be a Consumer.

Pursuant to Act XXXIV of 2004 on small and medium-sized enterprises and support for their development (hereinafter: the “SME Act”), an SME shall mean an undertaking employing fewer than 250 persons and having an annual net turnover not exceeding the HUF equivalent of EUR 50 million, or a balance sheet total not exceeding the HUF equivalent of EUR 43 million. Within the SME category, a small enterprise is one employing fewer than 50 persons and having a turnover or balance sheet total not exceeding the HUF equivalent of EUR 10 million; a micro-enterprise is one employing fewer than 10 persons and having a turnover or balance sheet total not exceeding the HUF equivalent of EUR 2 million.

It is an important limitation that an undertaking shall not qualify as an **SME** if the direct or indirect ownership interest of the State or a municipality – on the basis of capital contribution or voting rights – individually or jointly reaches or exceeds 25%. The SME Act further provides that wherever legislation refers to an “SME”, “micro, small and medium-sized enterprise”, or “small and medium-sized enterprise”, it shall – unless otherwise provided by law – mean an SME within the meaning of the SME Act; accordingly, the above definition serves as a general point of reference in practice.

Consumer Contract: a contract one of whose parties qualifies as a Consumer.

Parties: the Service Provider and the Customer jointly.

Manufacturer: the producer of the Goods, in the case of imported Goods the importer bringing the Goods into the territory of the European Union, and any person who presents himself/herself/itself as the manufacturer by indicating his/her/its name, trademark or other distinguishing mark on the Goods.

Website, webshop: the online interface available for the conclusion of the contract.

Contract: the sales contract concluded between the Service Provider and the Customer through the use of the website and electronic correspondence.

Means of distance communication: any means suitable for making a contractual declaration in the absence of the Parties for the purpose of concluding a contract. Such means include in particular addressed or unaddressed printed matter, standard letters, advertisements published in press products accompanied by an order form, catalogues, telephone, telefax and devices providing internet access.

Distance contract: a consumer contract concluded under an organised distance sales scheme for the provision of Goods or services under the contract, without the simultaneous physical presence of the Parties, whereby, for the purpose of concluding the contract, the contracting parties use exclusively means of distance communication.

Undertaking: a person acting within the scope of his or her profession, self-employment or business activity.

Purchase Price: the consideration payable for the Goods and for the supply of digital content.

2. Purpose of the General Terms and Conditions:

The General Terms and Conditions (GTC) contain the general terms governing the legal relationship established between the Service Provider and the Customer entering into a contractual relationship with it. In matters not regulated herein, the provisions of the Hungarian laws and official regulations in force from time to time applicable to the activities of the Service Provider, as well as the provisions of the Civil Code, shall apply without any separate stipulation.

2.1. Acceptance of the Contractual Terms

Acceptance of the Contractual Terms by the Customer is a precondition for making a purchase or using the service. The Terms shall be deemed accepted if the Customer uses the service provided by the Service Provider.

2.2. Scope of the Contractual Terms

The GTC shall apply to all goods purchasable in the webshop accessible at www.mgrerecords.hu.

The Service Provider is entitled to amend the GTC unilaterally at any time, provided that such amendment does not render the Customer's contractual obligations more onerous, does not deprive the Customer of rights granted

under the contract, and does not adversely alter the Customer's legal position. The Hungarian-language version of the amended GTC shall be available to the Customer at any time on the Service Provider's website under the [General Terms and Conditions](#) menu item. The amendment shall enter into force on the 10th calendar day following its publication and shall not affect contracts concluded before its entry into force.

Upon publication of any amendment to the GTC, the Service Provider shall notify all registered Customers in writing at the e-mail address provided at the time of registration.

Following the amendment of the GTC and its entry into force, the Customer shall, upon first login, be immediately informed by means of a pop-up window of the contents of the amended GTC. Upon reading the same, the Customer may decide whether to accept it or to delete his/her registration. Both options are available directly in the pop-up window. The pop-up window cannot be closed until one of these options has been exercised.

In the event of amendment, the Service Provider shall make the previously effective GTC available for download in PDF format, marked with the relevant date, under the [General Terms and Conditions](#) menu item.

3. The service:

The Service Provider provides the service under the following conditions.

3.1. Territorial scope of the service

The service operated by the Service Provider is accessible both domestically and from abroad.

3.2. Range of products and services available for purchase

In the webshop, the Service Provider indicates in detail the name and short description of the products and displays a photograph of the products. The colours of the images displayed on the product data sheets may, to a certain extent, differ from reality, depending on the display capabilities of the Customer's technical device. We receive the product photographs directly from the manufacturer. If we detect a discrepancy between the factory image and the colour of the product, we indicate the same among the product attributes. In the absence of an image, the Service Provider shall prepare a product image, endeavouring to display colours as faithfully as possible.

3.3. Handling of promotions and discounts

If a promotional price is introduced, the Service Provider shall inform Users on the website of the duration of the promotion and the method of its application.

If the promotion is manifestly erroneous (in particular, but not limited to, where the promotional price is unrealistically unreasonable, etc.), the Service Provider excludes any liability and obligation arising therefrom.

4. Conclusion and amendment of the contract:

4.1. Processing of orders

Order processing generally commences immediately once the Customer places the order through the mobile application or another sales channel.

- **Order placement:** The Customer places the order.
- **Confirmation:** The system sends an automatic e-mail confirming receipt of the order.
- **Stock check and payment verification:** The merchant verifies product availability and payment.
- **Picking (assembly):** The warehouse picks the products.

The physical processing of orders (assembly, packaging) takes place during the Service Provider's opening hours. Orders placed outside opening hours shall be processed only from the next working day.

- **Packaging and labelling:** The product is packaged and labelled with the shipping details.
- The courier service collects the parcel and transports it.

If the order is assigned the status "Under Processing", this means that the processing of the order and the preparation of the products has commenced.

4.2. Modification or cancellation of orders

If the automatic confirmation e-mail contains incorrect data (for example: name, delivery address, telephone number, etc.), you are obliged to communicate this fact to the Service Provider without delay by e-mail or telephone, simultaneously providing the correct data.

If the e-mail confirming the order is not received within 24 hours from placing the order, please [contact us](#), as it is possible that, for technical reasons, the order was not received by our system.

If the ordered products have already been packaged and labelled, but the courier notification has not yet been delivered, the order may still be cancelled via one of the [customer service](#) contact details of the Service Provider.

The Customer shall have 14 calendar days following receipt of the order to withdraw from the order unconditionally.

If the product is procured specifically to order, from foreign stock, or directly from the manufacturer, it shall qualify as a custom or made-to-order product, and therefore the 14-calendar-day withdrawal right shall not apply to it. Please enquire in all cases about the source of the product.

Withdrawal is governed in detail by Section 5 of the GTC.

4.3. Terms of payment

- **Barion - Card payment:** the Customer pays the total amount of the order by bank card on the interface operated by Barion. Payment is made on Barion's secure website, therefore the data are secure. Barion registration is not required!
- **PayPal payment** the Customer pays the total amount of the order by bank card or PayPal account on the interface operated by PayPal. Payment is made on PayPal's secure website, therefore the data are secure. Payment by bank card does not require PayPal registration. We draw our Customers' attention to the fact that **in the case of PayPal payment, we charge a transaction fee amounting to 5% of the order value.**
- **Advance bank transfer:** the Customer transfers the total amount of the order to the bank account number sent by the Service Provider by e-mail.
- **Cash on delivery:** the Customer pays the total amount of the order to the representative of the delivery company upon delivery to the address indicated.
- **Personal collection in store:** the Customer pays the total amount of the order in cash or by bank card in the Service Provider's store.

Our company uses electronic invoices pursuant to **Section 175 of Act CXXVII of 2007**. By accepting these GTC, the Customer accepts the electronic invoice format.

4.4. Pricing; erroneous prices

Prices are stated in Hungarian Forints. Prices are for information purposes only. The possibility cannot be excluded that, for business policy reasons, the Service Provider may modify prices. Any price modification shall not extend to contracts already concluded. If the Service Provider has indicated a price erroneously, in relation to contracts already concluded it shall proceed in accordance with this section of the GTC.

A manifestly erroneous indicated price shall include:

- a price of HUF 0,
- a reduced price showing a discount incorrectly (e.g. in the case of Goods worth HUF 100, Goods offered for HUF 50 while indicating a 20% discount).

In the event of an erroneous price indication, the Service Provider shall offer the possibility of purchasing the Goods at the actual price, upon receipt of which information the Customer may decide whether to order the Goods at the actual price or cancel the order without any adverse legal consequences.

4.5. Delivery terms

The cost of delivery shall be borne by the Customer. **We are only able to provide free shipping in the case of delivery to a parcel point for orders exceeding HUF 35,000.** The Service Provider undertakes responsibility for the accuracy and security of delivery and for damages arising during delivery.

Delivery times are for information purposes only and are calculated from the time of dispatch; in addition, they may vary depending on the workload of the delivery service provider (e.g. during Christmas and other peak periods):

- **GLS:** 24 hours
- **DPD:** 24 hours
- **Fáma Futár:** 24 hours
- **MPL:** 48 hours
- **Foxpost:** 48 hours

4.6. Uncollected parcels; Cash on Delivery Checker

If the Customer fails to take delivery of the ordered Goods that have been handed over for delivery, and does not notify the Service Provider of an intention to withdraw within the statutory period of 14 calendar days without giving reasons, the Customer shall be in breach of the contract concluded with the Service Provider, under which the Customer is obliged to take delivery of the Goods and thereby accept the Service Provider's performance. In such case, the Service Provider shall attempt to re-deliver the Goods, provided this can be agreed with the Customer, but may make re-delivery conditional upon payment of a delivery charge. If re-delivery is unsuccessful or cannot be agreed with the Customer because the Customer refuses to cooperate, the Service Provider shall be entitled to terminate the contract concluded with the Customer with immediate effect due to breach of contract and to enforce the costs of the unsuccessful outbound and return delivery against the Customer by way of liquidated damages by issuing a payment request. For the purposes of termination of the contract, the Parties accept the e-mail address used by the Customer when placing the order as a valid means of communication and record that the time of communication of termination shall be the time at which the notice of termination becomes accessible in the Customer's e-mail account.

If the Customer fails, without notice, to take delivery of a prepaid order, and such order is returned to the Service Provider, and the Customer does not request re-delivery of the parcel, the Service Provider shall deduct the cost of

return transport from the amount to be refunded. In such case, the cost of return transport shall equal the cost of the original delivery.

In the event of non-collection of prepaid parcels, the Service Provider shall contact the Customer electronically and inform the Customer that the parcel may be re-dispatched upon prior payment of the re-delivery charge.

The Service Provider uses the Cash on Delivery Checker service. If you have previously ordered Goods in such a manner that you did not take delivery thereof upon delivery (excluding cases where you exercised your right of withdrawal), or the Goods were returned to the Service Provider marked “unclaimed”, the Service Provider shall make fulfilment of the order conditional upon prior payment of the Purchase Price and the delivery costs.

The Service Provider may withhold delivery of the Goods until it has verified that payment of the price of the Goods has been successfully made through the electronic payment solution (including the case where, in the event of Goods paid for by bank transfer, the Customer transfers the Purchase Price in the currency of his/her Member State and, due to exchange conversion and bank commissions and charges, the Service Provider does not receive the full amount of the Purchase Price and delivery charge). If the price of the Goods has not been paid in full, the Service Provider may call upon the Customer to supplement the Purchase Price.

5. Right of withdrawal

Pursuant to Section 20 of Government Decree 45/2014 (II. 26.), the Consumer shall be entitled to the right of withdrawal without giving reasons.

In the case of a contract for the sale of a product, the Consumer shall be entitled:

- in respect of the Goods,
- in the case of the sale of several Goods, where the supply of the individual Goods occurs at different times, in respect of the Goods supplied last,
- in the case of Goods consisting of several lots or pieces, in respect of the last lot or piece supplied,
- if the Goods are to be supplied regularly within a specified period, in respect of the first supply or first Goods,

to withdraw from the contract without giving reasons within 14 calendar days from the date of receipt by the Consumer, or by a third party other than the carrier designated by the Consumer.

The Consumer shall also be entitled to exercise the right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the product.

The Consumer may communicate his or her intention to withdraw in writing, by e-mail or by postal letter, by means of a clear declaration to that effect. The necessary forms are available here:

- [Right of Withdrawal - Information Notice \(PDF\)](#)
- [Withdrawal Statement - Sample Form \(PDF\)](#)

In the case of withdrawal in writing, it shall be deemed to have been exercised in due time if the declaration of withdrawal is dispatched to us within 14 days (even on the 14th day). In the case of postal notice, the date of posting, and in the case of e-mail notification, the time of sending the e-mail, shall be taken into account for the purposes of the time limit. The burden of proving that the Consumer exercised the right of withdrawal in accordance with the provisions set out in this section shall rest with the Consumer. In the event of withdrawal, the Consumer shall be obliged to return the ordered product to the address specified in Section 1 without undue delay, but no later than within 14 days from the communication of the declaration of withdrawal. The deadline shall be deemed observed if the Consumer dispatches the product (posts it or hands it over to the courier ordered by the Consumer) before expiry of the 14-day period.

In the event of withdrawal, the cost of returning the product shall be borne by the Consumer. No other cost shall be borne by the Consumer. We are unable to accept parcels returned cash on delivery; the cost of returning such parcels shall also be borne by the Consumer. Where possible, we kindly request that the products be returned to our address by registered mail in order to ensure delivery.

Our contact details for notifying your intention to withdraw from the purchase, and the address required for dispatching the parcel:

- **Mailing address:** MG Records Zrt., 1091 Budapest, Üllői út 31.
- **Telephone number:** [+36-20 / 971-5023](tel:+36209715023)
- **E-mail address:** info@mgrecords.hu

Please ensure, where possible, that the returned product is in its original packaging and, if you have already opened the packaging, ensure that the packaging parts, the product and its accessories, as well as its instructions, remain intact.

We shall refund the price of the returned product to the Consumer within 14 calendar days from becoming aware of the withdrawal. The refund shall also extend to the price of the product(s) and the delivery costs incurred for delivery to the Consumer, except where, together with the product affected by the withdrawal, other products were also delivered in respect of which the Consumer did not exercise the right of withdrawal.

The Service Provider may withhold the amount due to the Consumer until the Consumer has returned the product or has provided conclusive evidence that the same has been returned to the address specified in Section 1 and in this section. Of the two dates, the earlier one shall be taken into account.

The Consumer may be held liable exclusively for any diminution in value of the product resulting from use exceeding that necessary to establish the nature, characteristics and functioning of the product. We may require compensation for diminution in value resulting from use exceeding what is necessary to establish the nature, characteristics and functioning of the product, and for the reasonable costs thereof.

The mere opening of the packaging shall not in itself qualify as diminution in value, if it was necessary in order to become acquainted with the nature of the product.

Use necessary to become acquainted with the nature, characteristics and functioning of the product shall not qualify as diminution in value.

The Service Provider shall not be obliged to reimburse the Consumer for any additional costs resulting from the choice of a delivery method other than the least expensive standard transport method offered by the Service Provider.

If the Customer returns the product incomplete, used or damaged to the Service Provider, the Service Provider may refuse acceptance of the Goods and may return the product(s) to the Customer. The shipping cost thereof shall be borne by the Customer.

The Service Provider reserves the right to determine whether re-delivery of the parcel to the Customer shall take place only after prior payment of the delivery charge or otherwise.

If the Customer fails to collect products whose return has been refused, the Service Provider shall, following return transport, store the same at its business premises (1091 Budapest, Üllői út 31.) for 6 months. During this period, the Customer may collect the products in person at any time, provided that the courier charge associated with re-delivery has been paid.

If the Customer refuses this, the product(s) stored for collection shall, upon the expiry of 6 months from their return, be destroyed by the Service Provider subject to the taking of minutes.

If the Customer does not withdraw from the entire contract and returns only some of the product(s) from the order, such that the total order value falls below the HUF 35,000 threshold maintained for free delivery, the Service Provider may charge the courier fee corresponding to the original delivery.

During the refund process, we shall use the same payment method as was used in the original transaction, unless the Consumer expressly consents to the use of another payment method. The Consumer shall not incur any additional costs as a result of the use of such refund method.

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

We expressly draw your attention to the fact that you may not exercise the right of withdrawal in the cases set out in **Section 29(1) of Government Decree 45/2014 (II.26.)**:

- after the service has been fully performed; however, where the contract gives rise to a payment obligation for the consumer, this exception may only be invoked if performance began with the consumer's express prior consent and the consumer's acknowledgement that he or she loses the right of withdrawal once the business has fully performed the contract;
- in respect of Goods or services the price or fee of which depends on fluctuations in the financial market which cannot be influenced by the undertaking and which may occur even within the period specified for exercising the right of withdrawal;
- in the case of non-prefabricated Goods produced on the basis of the consumer's instructions or at the consumer's express request, or Goods clearly personalised for the consumer;
- in respect of perishable Goods or Goods preserving their quality only for a short period;
- in respect of sealed Goods which, for health protection or hygienic reasons, cannot be returned after opening following delivery. Such products include:
 - Cosmetic, hair care, skin care and body care products, creams
 - Humidifier and aroma diffuser products (except where the packaging is unopened and they have never been used)
 - Underwear
 - Socks (except where the packaging is intact and they have never been worn)
 - Workwear (except where the packaging is intact and they have never been worn)
 - Flasks, sports bottles
 - Animal care products, brushes, electrical devices (if opened and put into use)
- The Consumer shall not have the right of withdrawal in respect of products removed from the packaging and/or tried on or inserted into bodily openings (ear, nose), i.e. hygienic products, as well as any product that may come into contact with bodily fluids or absorb the same. Such products include:
 - Earphones inserted into the ear canal.
 - Headphones with foam padding.
 - Headphones which by their design may absorb sweat or come into contact with bodily fluids.
 - Ear thermometers measuring body temperature when inserted into the ear.
 - Underwear, swimwear (except where the packaging is intact and they have never been worn).
 - Socks (except where the packaging is intact and they have never been worn).

- Workwear (except where the packaging is intact and they have never been worn).
- Alcohol breath testers (except where the packaging is intact and they have never been used)
- Any product coming into contact with hair, such as hair stylers, curling devices, combs (if put into use)
- In the case of mobile phones, smart bracelets and products requiring registration (e.g. Apple products, Android devices, devices running Windows operating systems, smart devices paired with an application, smart bracelets, activity trackers, smart watches), the right of withdrawal may also be exercised; however, until the Consumer removes and deletes all registrations, tracking functions, user accounts and application pairings on the device forming the subject matter of the withdrawal, the relevant product may be regarded as diminished in value, as it can no longer be resold as new – and the Consumer must take this into account.
- in respect of Goods which, by their nature, are inseparably mixed with other Goods after delivery;
- in respect of alcoholic beverages the actual value of which depends on market fluctuations beyond the undertaking's control and the price of which was agreed by the Parties at the time of conclusion of the sales contract, but performance of the contract takes place only after the thirtieth day from its conclusion;
- in the case of a contract for work where the undertaking visits the consumer at the consumer's express request for the purpose of carrying out urgent repair or maintenance work;
- in respect of the sale of sealed audio or video recordings (CD, DVD, Vinyl, etc.) and copies of computer software, if the consumer has unsealed the packaging after delivery;
- in respect of newspapers, periodicals and magazines, with the exception of subscription contracts;
- in the case of contracts concluded at public auction;
- in the case of contracts for the provision of accommodation other than for residential purposes, transport, passenger car rental, catering, or services related to leisure activities, where the contract provides for a specific performance date or period;
- in respect of digital content supplied on a non-tangible medium, if the Service Provider began performance with the consumer's express prior consent, and the consumer simultaneously acknowledged that, upon commencement of performance, he or she loses the right of withdrawal, and the undertaking sent a confirmation to the consumer.

6. Guarantee

6.1. In what cases may you exercise your rights under the guarantee?

Pursuant to **Government Decree 151/2003. (IX. 22.) on the mandatory guarantee applicable to certain durable consumer goods**, as well as **IM Decree 10/2024. (VI. 28.) on determining the range of durable consumer goods subject to the mandatory guarantee**, the Service Provider is subject to a guarantee obligation in the event of the sale of the new durable consumer goods listed in Annex 1 of the decree (e.g. technical goods, tools, machines), as well as, within the scope defined therein, their accessories and component parts (hereinafter, in this section jointly referred to as “consumer goods”).

Rights arising from the guarantee may be enforced by means of a warranty card, and the return by the consumer of the opened packaging of the consumer goods may not be made a condition thereof. If the warranty card is not made available to the consumer, the conclusion of the contract shall be deemed proven if the consumer presents proof of payment of the consideration – an invoice or receipt issued pursuant to the Act on Value Added Tax. In such case, rights arising from the guarantee may be enforced by presenting proof of payment of the consideration.

In addition, the Service Provider may voluntarily assume a guarantee, in which case it shall provide the Customer qualifying as a Consumer with a guarantee declaration.

The Service Provider shall send the warranty card online to the consumer together with the invoice simultaneously with handing over the product to the courier.

The guarantee declaration must indicate:

- a clear statement that, in the event of defective performance of the goods, the Consumer is entitled free of charge to exercise the warranty rights provided by law, and that such rights are not affected by the guarantee
- the name and address of the guarantor
- the procedure to be followed by the Consumer in order to enforce the guarantee
- the designation of the goods to which the guarantee applies, and
- the terms of the guarantee,
- the purchase price of the Goods.

6.2. What rights are you entitled to, and within what time limit, in the case of a mandatory guarantee?

6.2.1. Guarantee rights

On the basis of the guarantee right, the Customer may claim repair or replacement, may request a price reduction in the cases provided by law, or, as a last resort, may withdraw from the contract if the obligor has not undertaken the repair or replacement, is unable to comply with that

obligation within an appropriate time limit while safeguarding the interests of the entitled party, or if the entitled party's interest in repair or replacement has ceased.

The Customer may notify his or her guarantee claim, at his or her option, directly at the registered seat of the Service Provider, at any of its establishments or branches, and at the repair service indicated by the Service Provider on the warranty card.

6.2.2. Time limit for enforcement

A guarantee claim may be enforced during the guarantee period; pursuant to **Government Decree 151/2003. (IX. 22.)**, the guarantee period shall be:

- two years in the case of a sale price reaching HUF 10,000 but not exceeding HUF 250,000,
- three years in the case of a sale price exceeding HUF 250,000.

Failure to observe these time limits results in forfeiture of rights; however, in the case of repair of the consumer good, the guarantee period shall be extended from the date of handover for repair by the period during which the Customer could not use the consumer good as intended due to the defect. The guarantee may be enforced from the date of purchase within the time period specified in the decree; thereafter, no guarantee claim may be enforced.

The guarantee period shall commence upon delivery of the consumer good to the Customer / in the case of home delivery, on the date of receipt.

If the Customer has the consumer good put into operation more than six months after delivery, the commencement date of the guarantee period shall be the date of delivery of the consumer good.

Pursuant to the **Guarantee Decree 151/2003 (IX.22.)**:

Micro, small and medium-sized enterprises shall qualify as consumers if they acquire the product outside the scope of their profession or business activity (e.g. retail procurement).

A micro, small or medium-sized enterprise shall be deemed to act outside the scope of its profession, self-employment or business activity if it purchases the consumer good במסגרת retail activity, irrespective of whether the consumer good is accounted for within an economic activity.

6.2.3. Rules relating to the handling of guarantee claims

In handling repairs, the Service Provider shall endeavour to complete the repair within 15 days. The period available for repair shall commence upon receipt of the consumer good.

If the duration of repair or replacement exceeds fifteen days, the Service Provider shall be obliged to inform the Customer of the expected duration of the repair or replacement.

If, during the first repair of the consumer good during the guarantee period, it is established by the Service Provider that the consumer good cannot be repaired, the Service Provider shall, unless otherwise instructed by the Customer, replace the consumer good within eight days. If replacement of the consumer good is not possible, the undertaking shall refund to the consumer within eight days the purchase price indicated on the warranty card, or, in the absence thereof, on the proof of payment of the consideration for the consumer good presented by the consumer – the invoice or receipt issued pursuant to the Act on Value Added Tax.

By accepting the GTC, the Customer consents to receiving information by electronic means or by another method suitable for evidencing receipt by the Customer.

6.2.4. If the Service Provider is unable to repair the consumer good within 30 days:

- if the Customer consents thereto, the repair may be completed by a later deadline, or
- if the Customer does not consent to later completion of the repair, or makes no declaration in this regard, the consumer good must be replaced within eight days after the unsuccessful expiry of the thirty-day period, or
- if the Customer does not consent to later completion of the repair, or makes no declaration in this regard, but replacement of the consumer good is also not possible, the Service Provider shall be obliged to refund to the consumer within eight days after the unsuccessful expiry of the thirty-day repair deadline the purchase price indicated on the warranty card, or, in the absence thereof, on the proof of payment of the consideration for the consumer good presented by the consumer – the invoice or receipt issued pursuant to the Act on Value Added Tax.

6.2.5. If the consumer good becomes defective for the 4th time

Unless otherwise instructed by the consumer, the Service Provider shall be obliged to replace the consumer good within eight days. If replacement of the consumer good is not possible, the undertaking shall refund to the consumer within eight days the purchase price indicated on the warranty card, or, in the absence thereof, on the proof of payment of the consideration for the consumer good presented by the consumer – the invoice or receipt issued pursuant to the Act on Value Added Tax.

Fixed-installation consumer goods subject to mandatory guarantee, and consumer goods weighing more than 10 kg or not transportable as hand luggage on public transport – with the exception of vehicles – must be repaired at the place of operation. If repair cannot be carried out at the place of operation, the undertaking, or, in the case of a repair claim enforced directly at the repair service, the repair service, shall arrange for dismantling and reassembly, as well as transport to and from the repair location.

6.2.6. Exceptions to the guarantee

The provisions set out under “Rules relating to the handling of guarantee claims” shall not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, passenger cars, motorhomes, caravans, trailer caravans, trailers, and motorised watercraft.

Even in the case of such Goods, however, the Service Provider is obliged to endeavour to satisfy the repair claim within 15 days.

If the duration of repair or replacement exceeds fifteen days, the Service Provider shall be obliged to inform the Customer of the expected duration of the repair or replacement.

6.2.7. What is the relationship between the guarantee and other warranty rights?

The guarantee applies in addition to warranty rights (product warranty and conformity warranty); the fundamental difference between general warranty rights and the guarantee is that, in the case of a guarantee, the burden of proof is more favourable to the consumer.

The voluntary guarantee assumed by the Service Provider during the period of mandatory guarantee may not contain terms less favourable to the consumer than the rights provided by the rules of mandatory guarantee. Thereafter, however, the conditions of the voluntary guarantee may be determined freely, provided that the guarantee may not, even in such case, affect the existence of the consumer’s statutory rights – including, among them, rights based on conformity warranty.

6.2.8. Replacement claim within three working days

In the case of sales through the webshop, the institution of replacement claims within three working days shall also apply. A replacement claim within three working days may be enforced in respect of new durable consumer goods, according to which, if someone enforces the replacement claim within 3 working days, the Service Provider must interpret this as meaning that the Goods were already defective at the time of sale and must replace the Goods without further ado.

SMEs shall not be entitled to replacement within 3 days.

6.2.9. When is the Service Provider released from its guarantee obligation?

The Service Provider shall be released from its guarantee obligation only if it proves that the cause of the defect arose after performance.

We kindly draw your attention to the fact that, in respect of the same defect, you may not simultaneously enforce a conformity warranty claim and a guarantee claim, or a product warranty claim and a guarantee claim, in parallel with each other. However, if, in respect of a given defect, you have once successfully enforced your claim arising from defective performance (for example, the undertaking replaced the product), you may no longer assert a claim in respect of the same defect on another legal basis.

7. Warranty

This section of the consumer information notice has been prepared on the basis of the authorisation contained in **Section 11(5) of Government Decree 45/2014 (II.26.)**, taking into account **Annex 3 to Government Decree 45/2014 (II.26.)**.

The Consumer Information Notice applies exclusively to Buyers qualifying as Consumers; the rules applicable to purchasers not qualifying as Consumers are set out in a separate chapter.

7.1. Requirements for conformity of performance in the case of consumer contracts

7.1.1. General requirements for conformity of performance in the case of goods sold under consumer contracts and goods containing digital elements

The Goods and the performance must meet the requirements laid down in **Government Decree 373/2021. (VI.30.)** at the time of performance.

In order for performance to qualify as contractual, the Goods forming the subject matter of the contract must:

- correspond to the description, quantity, quality, type, and possess the functionality, compatibility, interoperability and other characteristics specified in the contract
- be suitable for any purpose specified by the consumer and accepted by the undertaking, which the consumer communicated to the Service Provider at the latest at the time of conclusion of the contract and which the Service Provider accepted
- be supplied with all accessories, user manuals – including instructions for commissioning, installation instructions, and customer support – specified in the contract
- the product must comply with the contract at the time of performance
- conform to the quality and performance usual for goods of the same type and which the consumer may reasonably expect

- in the case of a product suitable therefor, provide the updates specified in the contract.

In order for performance to qualify as contractual – furthermore – the Goods forming the subject matter of the contract must

- be suitable for the purposes prescribed by law, technical standard, or, in the absence of a technical standard, by the applicable code of conduct for Goods of the same type
- possess the quantity, quality, performance and other characteristics – in particular in terms of functionality, compatibility, accessibility, continuity and security – which the Consumer may reasonably expect in the case of Goods of the same type, taking into account the public statements made by the Service Provider, its representative or another person participating in the chain of sale regarding the specific characteristics of the Goods, especially in advertisements or on labels
- be supplied with the accessories and instructions – including packaging and instructions relating to commissioning – which the consumer may reasonably expect, and
- correspond to the characteristics and description of the Goods presented by the undertaking before conclusion of the contract as a sample, model or trial version.

The Goods need not conform to the above public statement if the Service Provider proves that

- it did not know, and could not reasonably have been expected to know, the public statement
- the public statement had been appropriately corrected by the time of conclusion of the contract, or
- the public statement could not have influenced the entitled party's decision to conclude the contract.

7.1.2. Defective performance of a contract for the sale of goods

The Service Provider performs defectively if the defect of the goods results from improper commissioning, provided that

- commissioning formed part of the sales contract and was performed by the Service Provider, or under the responsibility of the Service Provider; or
- commissioning was to be performed by the consumer and the improper commissioning was the consequence of deficiencies in the commissioning instructions provided by the Service Provider – or, in the case of goods containing digital elements, by the provider of the digital content or digital service.

If, under the sales contract, the Goods are commissioned by the Service Provider, or commissioning takes place under the responsibility of the Service Provider, performance shall be deemed completed by the Service Provider when commissioning is completed.

If, in the case of goods containing digital elements, the sales contract provides for the continuous supply of digital content or a digital service for a specified period, the Service Provider shall be liable for defects relating to the digital content of the goods if the defect arises or becomes recognisable within two years from performance of the goods in the case of continuous supply for a period not exceeding two years.

7.1.3. Requirements for conformity of performance in the case of goods containing digital elements sold under consumer contracts

In the case of goods containing digital elements, the Service Provider must ensure that the consumer receives notification of updates – including security updates – relating to the digital content of the goods or the digital service connected therewith that are necessary to maintain the conformity of the goods, and must ensure that the consumer actually receives such updates.

The Service Provider must make the update available if the sales contract

- provides for a one-off supply of the digital content or digital service, for a period that the consumer may reasonably expect based on the type and purpose of the goods and digital elements, and the individual circumstances and nature of the contract; or
- provides for the continuous supply of digital content over a specified period, in which case, for continuous supply not exceeding two years, this must be ensured throughout a two-year period from performance of the goods.

If the consumer does not install, within a reasonable time, the updates made available, the Service Provider shall not be liable for defects in the goods if such defect results solely from the absence of the relevant update, provided that

- the Service Provider informed the consumer of the availability of the update and of the consequences of the consumer's failure to install it; and
- the consumer's failure to install the update, or the incorrect installation thereof by the consumer, is not attributable to deficiencies in the installation instructions provided by the Service Provider.

Defective performance shall not be established if, at the time of conclusion of the contract, the consumer received separate information

that a specific characteristic of the goods deviates from what is described herein, and the consumer expressly accepted such deviation separately at the time of conclusion of the sales contract.

7.1.4. Requirements for conformity of performance in the case of the sale of digital content under consumer contracts

The Service Provider supplies or provides the digital content to the consumer. Unless otherwise agreed by the Parties, the Service Provider shall supply the digital content to the consumer without undue delay following conclusion of the contract, in the latest version available at the time of conclusion of the contract.

The service shall be deemed performed when the digital content, or any solution necessary for access thereto or suitable for downloading the same, has been made available to the consumer or to the physical or virtual device selected by the consumer for that purpose.

The Service Provider must ensure that the consumer receives notification of updates – including security updates – of the digital content that are necessary to maintain the conformity of the digital content or digital service, and receives the same.

If, under the contract, the digital content is supplied continuously over a specified period, conformity of the performance in relation to the digital content must be ensured throughout the entire contractual period.

If the consumer does not install, within a reasonable time, the updates made available by the Service Provider, the Service Provider shall not be liable for defects in the service if such defect results solely from the absence of the relevant update, provided that

- the Service Provider informed the consumer of the availability of the update and of the consequences of the consumer's failure to install it; and
- the consumer's failure to install the update, or the incorrect installation thereof by the consumer, is not attributable to deficiencies in the installation instructions provided by the Service Provider.

Defective performance shall not be established if, at the time of conclusion of the contract, the consumer received separate information that a specific characteristic of the digital content deviates from the requirements specified herein, and the consumer expressly accepted such deviation separately at the time of conclusion of the contract.

The Service Provider performs defectively if a defect in the digital content service results from improper integration into the consumer's digital environment, provided that

- integration of the digital content was carried out by the Service Provider, or under the responsibility of the Service Provider; or
- the digital content had to be integrated by the consumer, and the improper integration was caused by deficiencies in the integration instructions provided by the Service Provider.

If the contract provides for the continuous supply of digital content or digital services over a specified period, the Service Provider shall be liable for defects in the digital content if the defect arises or becomes recognisable during the period specified in the contract.

If the contract provides for a one-off supply or a series of individual service acts, it shall be presumed, until proven otherwise, that a defect recognised by the consumer within one year from performance already existed at the time of performance. At the same time, the Service Provider shall not perform defectively if it proves that the consumer's digital environment is incompatible with the technical requirements of the digital content or digital service and that the consumer was informed thereof in a clear and comprehensible manner before conclusion of the contract.

The consumer is obliged to cooperate with the Service Provider in order to enable the Service Provider – by applying means that are technically available to it and require the least intervention for the consumer – to verify whether the cause of the defect lies in the consumer's digital environment. If the consumer fails to comply with this duty of cooperation after the Service Provider has clearly and understandably informed the consumer of such duty before conclusion of the contract, the burden of proving shall rest on the consumer that

- the defect recognised within one year following performance already existed at the time of performance, or
- the service affected by a defect recognised during the contractual period was not in conformity during the period of performance under the contract.

7.2. Conformity warranty

7.2.1. In what cases may you exercise your conformity warranty rights?

In the event of defective performance by the Service Provider, you may enforce a conformity warranty claim against the Service Provider in accordance with the Civil Code and, in the case of a consumer contract, with the rules of **Government Decree 373/2021 (VI.30.)**.

Order of conformity warranty rights:

- **Repair:** Repair of the defective product.

- **Replacement:** Replacement of the defective product with a new, defect-free product.
- **Secondary claims** (if the fulfilment of the repair or replacement claim is impossible, or would entail disproportionate additional costs for the Service Provider compared to fulfilment of another of your claims.):

Price reduction: Proportionate reduction of the Purchase Price if repair or replacement is not possible or has not been undertaken.

- **Withdrawal:** Withdrawal from the contract if the defect is substantial (material defect) and the repair/replacement was not adequate.

Costs: The costs related to repair or replacement (materials, labour, transport) shall be borne by the obligor.

Replacement within 8 days is ensured not only upon the first malfunction, but throughout the entire period of the guarantee if the product is not repairable.

The 30-day deadline applies to any guarantee claim, not only to repair. If the repair is not completed within 30 days, replacement or refund of the Purchase Price is mandatory.

You may switch from your chosen conformity warranty right to another; however, you shall bear the cost of such switch, unless it was justified or the Service Provider gave reason for it.

In the case of a consumer contract, it shall be presumed, until proven otherwise, that any defect recognised within one year from the time of performance of the goods, including goods containing digital elements, already existed at the time of performance, unless this presumption is incompatible with the nature of the goods or the nature of the defect.

In the case of used Goods, warranty and guarantee rights generally differ from the general rules. Defective performance may also be discussed in relation to used Goods; however, account must be taken of the circumstances on the basis of which the Customer could expect the occurrence of certain defects. Due to wear and tear, certain defects occur increasingly frequently, as a consequence of which it cannot be assumed that a used Good may have the same quality as a newly purchased one. Accordingly, the Customer may enforce warranty rights only in respect of deficiencies that go beyond defects resulting from prior use and arose independently thereof. If the used Goods are defective and the Customer qualifying as a Consumer was informed thereof at the time of purchase, the Service Provider shall bear no liability in respect of the known defect.

The Service Provider may refuse to bring the goods into conformity if repair or replacement is impossible, or if it would result in disproportionate additional costs for the Service Provider, taking into account all circumstances, including the value represented by the Goods in a defect-free condition and the seriousness of the breach of contract.

The consumer shall also be entitled – in proportion to the seriousness of the breach of contract – to claim a proportionate reduction of the consideration or to terminate the sales contract if

- the Service Provider did not carry out the repair or replacement, or carried it out but did not fulfil, in whole or in part, the following conditions:
 - the Service Provider must ensure, at its own expense, the taking back of the replaced goods
 - if repair or replacement requires the removal of goods installed in accordance with the nature and purpose of the goods before the defect became apparent, the obligation to repair or replace includes the removal of the non-conforming goods and the installation of the replacement or repaired goods, or bearing the costs of removal and installation.
- it refused to bring the goods into conformity
- a repeated performance defect has arisen despite the Service Provider's attempt to bring the goods into conformity
- the defect in performance is of such gravity as to justify immediate price reduction or immediate termination of the sales contract, or
- the Service Provider did not undertake to bring the goods into conformity, or it is apparent from the circumstances that the undertaking will not bring the goods into conformity within a reasonable time or without significant detriment to the consumer's interests.

If the consumer wishes to terminate the sales contract on the grounds of defective performance, the burden of proving that the defect is insignificant shall rest with the Service Provider.

In the case of an insignificant defect not affecting use, withdrawal shall not be available.

The Consumer shall be entitled to withhold, in whole or in part, the unpaid portion of the Purchase Price in proportion to the seriousness of the breach of contract until the Service Provider has fulfilled its obligations concerning conformity of performance and defective performance.

A generally applicable rule is that:

- the Service Provider must ensure, at its own expense, the taking back of the replaced goods

- if repair or replacement requires the removal of goods installed in accordance with the nature and purpose of the goods before the defect became apparent, the obligation to repair or replace includes the removal of the non-conforming goods and the installation of the replacement or repaired goods, or bearing the costs of removal and installation.

The reasonable time limit available for repair or replacement of the goods shall be calculated from the time when the Consumer communicated the defect to the undertaking.

The consumer must make the goods available to the undertaking for the purpose of completing the repair or replacement.

The reduction of the consideration shall be proportionate if its amount equals the difference between the value of the goods the Consumer would have been entitled to in the event of contractual performance and the value of the goods actually received by the Consumer.

The Consumer's conformity warranty right to terminate the sales contract may be exercised by means of a legal declaration addressed to the Service Provider expressing the decision to terminate.

If the defective performance concerns only a specified part of the goods supplied under the sales contract and the conditions for exercising the right to terminate the contract exist in respect thereof, the Consumer may terminate the sales contract only in respect of the defective goods, but may also terminate it in respect of any other goods acquired together therewith if the Consumer cannot reasonably be expected to retain only goods conforming to the contract.

If the Consumer terminates the sales contract in whole or in respect of part of the goods supplied under the sales contract, then

- the Consumer must return the affected goods to the Service Provider at the Service Provider's expense, and
- the Service Provider must refund to the Consumer without delay the Purchase Price paid in respect of the affected goods as soon as it has received the goods or proof substantiating the return of the goods.

In the event of defective performance, SMEs may request repair, price reduction, or may withdraw from the contract.

SMEs may use conciliation body proceedings to settle their disputes.

7.2.2. Within what time limit may you enforce your conformity warranty claim?

You are obliged to notify the defect without delay after discovery thereof. A defect notified within two months from discovery shall be deemed notified without delay. At the same time, please note that after the expiry of the two-year limitation period calculated from performance of the contract, you may no longer enforce your conformity warranty rights.

The portion of the repair period during which the Buyer cannot use the Goods as intended shall not count towards the limitation period.

In respect of the part of the Goods affected by replacement or repair, the limitation period for the conformity warranty claim shall recommence. This rule shall also apply if a new defect arises as a consequence of the repair.

If the subject matter of the contract between the consumer and the undertaking is a used item, the Parties may agree on a shorter limitation period; however, a limitation period shorter than one year may not validly be stipulated even in such case.

7.2.3. Against whom may you enforce your conformity warranty claim?

You may enforce your conformity warranty claim against the Service Provider.

7.2.4. What other conditions apply to the enforcement of your conformity warranty rights?

Within one year from performance, there is no condition other than communicating the defect for enforcing your conformity warranty claim, provided that you prove that the Goods were supplied by the Service Provider. However, after one year from performance, you shall be obliged to prove that the defect recognised by you already existed at the time of performance.

7.3. Product warranty

7.3.1. In what cases may you exercise your product warranty rights?

Product warranty shall be available to the Consumer against the manufacturer (or distributor) if the purchased movable item is defective. It may be enforced for two years from the date the product was placed on the market by the manufacturer and applies exclusively to repair or replacement of the product. In the event of a defect in the movable item (Goods) that already existed at the time it was placed on the market, you may, at your option, enforce either a conformity warranty claim or a product warranty claim under the rules of the Civil Code.

7.3.2. What rights are you entitled to under a product warranty claim?

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

7.3.3. When are the Goods deemed defective?

The goods are defective if they do not comply with the quality requirements in force at the time they were placed on the market, or if they do not possess the characteristics set out in the description provided by the manufacturer.

7.3.4. Within what time limit may you enforce your product warranty claim?

You may enforce your product warranty claim within two years from the date the Goods were placed on the market by the manufacturer. Upon expiry of this period, you shall lose this entitlement.

7.3.5. Against whom may you enforce your product warranty claim?

You may exercise your product warranty rights against the manufacturer or distributor of the product (hereinafter jointly: the manufacturer).

7.3.6. What rule of proof applies in the event of enforcing a product warranty claim?

In enforcing a product warranty claim, you must prove that the product defect already existed at the time the product was placed on the market by the manufacturer.

7.3.7. In what cases is the manufacturer released from product warranty liability?

The manufacturer shall be released from product warranty liability if it can prove that:

- it did not manufacture or place the Goods on the market in the course of its business activity, or
- the defect could not have been recognised at the time of placing on the market according to the state of science and technology, or
- the defect in the Goods results from the application of legislation or a mandatory official requirement.

It shall be sufficient for the manufacturer to prove one ground for exemption.

Please note that, in respect of the same defect, you may simultaneously and in parallel enforce a conformity warranty claim against the undertaking and a product warranty claim against the manufacturer. However, if you successfully enforce your product warranty claim, you may thereafter enforce your conformity warranty claim in respect of the replaced product or the part of the product affected by repair only against the manufacturer.

Our website has an easy-to-use interface through which the Customer may notify us of a guarantee / warranty claim. The interface is available [BY CLICKING HERE](#), or under the ["My Account"](#) menu item by selecting the ["Warranty Administration"](#) button.)

7.4. Information on product warranty and conformity warranty in the case of Buyers not qualifying as Consumers

7.4.1. General rules of conformity warranty rights

A Buyer not qualifying as a Consumer may, at its option, assert the following conformity warranty claims:

It may request repair or replacement, unless fulfilment of the claim chosen by it is impossible or would entail disproportionate additional costs for the Service Provider compared to fulfilment of another claim. If it did not request or could not request repair or replacement, it may demand a proportionate reduction of the consideration, or the Buyer may repair the defect itself or have it repaired by a third party at the Service Provider's expense, or – as a last resort – withdraw from the contract.

It may switch from its chosen conformity warranty right to another; however, the Buyer shall bear the cost of such switch, unless it was justified or the Service Provider gave reason for it.

In the case of used Goods, warranty and guarantee rights generally differ from the general rules. Defective performance may also be discussed in relation to used Goods; however, account must be taken of the circumstances on the basis of which the Customer could expect the occurrence of certain defects. Due to wear and tear, certain defects occur increasingly frequently, as a consequence of which it cannot be assumed that a used Good may have the same quality as a newly purchased one. Accordingly, the Customer may enforce warranty rights only in respect of deficiencies that go beyond defects resulting from prior use and arose independently thereof. If the used Goods are defective and the Customer qualifying as a Consumer was informed thereof at the time of purchase, the Service Provider shall bear no liability in respect of the known defect.

In the case of Buyers not qualifying as Consumers, the time limit for enforcing conformity warranty rights shall be 1 year commencing on the date of performance (delivery).

7.4.2. Product warranty and Guarantee

Product warranty and mandatory guarantee shall only be available to Buyers qualifying as Consumers.

If the Service Provider provides a voluntary guarantee for specific Goods, it shall indicate this separately during the purchase of the Goods.

If the manufacturer provides a manufacturer's guarantee extending to purchasers not qualifying as Consumers, such guarantee may be enforced directly with the manufacturer.

8. Complaint handling

In relation to the operation of the webshop, the ordering and delivery processes, and any objections relating to the products, the Customer may contact us through the contact details set out below:

- Customer service is available by telephone from Monday to Friday during business hours, between **11⁰⁰ - 19⁰⁰**, and on Saturdays between **10⁰⁰ - 14⁰⁰**.
- **Telephone number:** [+36-20 / 971-5023](tel:+36-20-971-5023)
- **E-mail address:** info@mgrecords.hu
- **Mailing address:** 1091 Budapest, Üllői út 31.

We shall immediately investigate oral complaints and, where necessary, remedy them if the nature of the complaint permits this. If the Customer does not agree with the handling of the complaint, or if immediate investigation of the complaint is not possible, we shall promptly record minutes of the complaint and our position relating thereto, and provide a copy thereof:

- in the case of an oral complaint communicated in person, we hand it over to the Customer on site
- in the case of a complaint communicated by telephone or in writing (by letter or other electronic means), we are obliged to respond on the merits within 30 days and proceed in accordance with the rules applicable to written complaints

If the Customer does not agree with the remedy of the complaint, we are obliged to give reasons for our position in our substantive response concerning the rejection.

We shall retain the minutes taken in relation to the complaint and a copy of the Customer's response for 5 years.

In complaint handling, we shall proceed in accordance with the rules applicable to written complaints.

Complaints received in writing are generally answered on the merits within 3 days, but no later than within the 15 days prescribed by law. For the purposes of this contract, the deadline for taking action shall be calculated from the date of posting or from the date of receipt of the e-mail.

In the event of rejection of the complaint, we shall inform the Customer of the reasons for the rejection.

At the end of the warranty / guarantee / complaint handling process – in the event of non-acceptance – the Service Provider shall send an informative e-mail to the Customer regarding the cost of return transport and the 6-month storage period.

If, by the end of the 6-month storage period, the Customer has not arranged return transport / personal collection despite repeated e-mail contact, the Service Provider shall destroy the product, subject to the taking and sending of minutes.

8.1. Other legal remedies

If the consumer dispute in question is not resolved during negotiations with us, the following legal remedies are available to the Customer:

- filing a complaint with the consumer protection authority
- initiating conciliation body proceedings
- initiating court proceedings

Since the National Consumer Protection Authority ceased to exist by legal succession as of 31 December 2016, from 1 January 2017 Customers may primarily turn with their complaints to the district offices having territorial jurisdiction. The contact details of the district offices are available [BY CLICKING HERE](#).

8.1.1. Conciliation body

The conciliation body is an independent body operating alongside the county (capital city) chambers of commerce and industry. The conciliation body has jurisdiction to settle consumer disputes out of court. Its task is also to attempt to bring about a settlement between the Parties for the purpose of resolving the consumer dispute; failing such settlement, it shall decide the case in order to ensure the simple, fast, efficient and cost-effective enforcement of consumer rights. The contact details of the conciliation bodies are available [BY CLICKING HERE](#).

At the request of the consumer or the undertaking, the conciliation body shall provide advice concerning the rights to which the consumer is entitled and the obligations incumbent upon the consumer.

For information purposes, we hereby state that a precondition for initiating conciliation body proceedings is that the consumer attempts to settle the disputed matter directly with the undertaking concerned.

From 1 January 2026, SMEs may also turn to a conciliation body if they have a legal dispute with the Service Provider.

For the purposes of applying the rules concerning the conciliation body and the courts, a civil organisation, church, condominium, housing cooperative, and micro, small and medium-sized enterprise shall also qualify as a consumer if it purchases, orders, receives, uses or avails itself of goods, or is the recipient of commercial communication or an offer relating to goods.

Our company is subject to a duty of cooperation in conciliation body proceedings, under which we are obliged to send our statement of defence to the conciliation body.

8.1.1.1. Commencement of conciliation body proceedings

As a general rule, the conciliation body having jurisdiction according to the consumer's domicile or place of residence shall be competent. We draw your attention to the fact that a precondition for initiating conciliation body proceedings is that the consumer attempts to settle the disputed matter directly with the undertaking concerned. Accordingly, conciliation body proceedings are initiated upon the consumer's application.

The application must be submitted in writing to the chairperson of the conciliation body. The application must contain:

- the consumer's name, domicile or place of residence
- the name, registered seat or establishment of the undertaking concerned by the consumer dispute
- – if the consumer wishes to establish jurisdiction on the basis of **Section 20(3) of the Consumer Protection Act** – the designation of the requested body instead of the conciliation body competent under **Section 20(1) and (2)**
- a brief description of the consumer's position, the facts supporting it and the evidence thereof
- the consumer's declaration of fulfilment of the condition prescribed in **Section 27**
- the consumer's declaration that no other conciliation body proceeding has been initiated in the matter, no mediation proceeding has been commenced, and no statement of claim or application for the issuance of an order for payment has been submitted
- the motion for the decision of the body
- the signature of the consumer

The application must be accompanied by the document, or a copy (extract) thereof, the content of which the consumer invokes as evidence, in particular the undertaking's written statement rejecting the complaint, or, in the absence thereof, any other written evidence available to the consumer concerning the attempt at consultation prescribed in **Section 27**.

If the consumer acts through an authorised representative, the power of attorney must be attached to the application.

Details of the conciliation body competent according to the company's registered seat in Pest County:

- **Name:** Budapest Conciliation Body operating alongside the Budapest Chamber of Commerce and Industry
- **Address:** 1016 Budapest, Krisztina krt. 99.
- **Telephone number:** [+36-1 / 488-2131](tel:+36-1-488-2131)
- **E-mail address:** bekelteto.testulet@bkik.hu
- **Website:** www.bekeltet.hu

8.1.2. Court proceedings

The Customer is entitled to enforce his or her claim before a court in civil proceedings pursuant to the provisions of **Act V of 2013 on the Civil Code** and **Act CXXX of 2016 on the Code of Civil Procedure**.

Details of the court having jurisdiction according to the company's registered seat:

- **Name:** Pest Central District Court
- **Address:** 1055 Budapest, Markó u. 25.
- **Postal address:** 1887 Budapest, Pf: 28.
- **Telephone number:** [+36-1 / 354-6000](tel:+36-1-354-6000)
- **E-mail:** pkkb.elnok@birosag.hu
- **Website:** Pest Central District Court

In the event of a cross-border consumer dispute relating to an online sales contract, consumers may resolve their cross-border disputes related to online purchases electronically by submitting an electronic complaint through the online platform available at the [following link](#).

To this end, the consumer need only register on the online platform available at the above link, complete an application in full, and submit it electronically to the Conciliation Body through the platform. In this way, consumers may easily enforce their rights despite geographical distance.

8.1.3. ODR - Online Dispute Resolution Platform

The purpose of the European Online Dispute Resolution Platform (ODR) operated by the European Commission is to make online shopping safer and fairer by ensuring access to high-quality dispute resolution.

The dispute resolution body is a neutral third party that helps consumers and traders resolve disputed issues without confrontation. This generally offers a less costly and faster alternative than court proceedings.

They have 30 days to agree on which dispute resolution body shall act in the matter. If they fail to do so, the consumer shall receive information on further options for protecting his or her rights and seeking legal remedy.

The ODR Platform is available at the following link: [ODR](#)

9. Rights and obligations

9.1. Service obligation and liability of the Service Provider

9.1.1.: The Service Provider shall ensure the continuous provision of the Service to the Customer in consideration for the Customer's fulfilment of the payment obligation.

9.1.2.: The Service Provider shall not be liable for damages arising as a result of force majeure, natural disaster (vis major), or any other cause or event beyond the Service Provider's sphere of interest, for which the Service Provider cannot be held responsible.

9.1.3.: The Service Provider reserves the right to change prices. The Service Provider assumes no liability for any errors appearing on the website. The consideration includes the public charges and Value Added Tax (VAT) applicable to the service.

9.1.4.: The Service Provider stores the Customer's data for the purpose of performance of the contract and subsequent proof of the contractual terms, but shall not be entitled to transfer such data for advertising purposes or any other purpose without the Customer's express consent.

9.2. Rights and obligations of the Customer

9.2.1.: We shall not assume liability in any form whatsoever for incorrect data provided by the Customer during the provision of data, nor for any damages arising therefrom, including any incorrect performance resulting from erroneous data.

9.2.2.: If the Customer has provided any data incorrectly during registration, such data may be corrected under the [my account](#) menu item of the webshop.

9.2.3.: It is the Customer's duty to pay for the service in accordance with the applicable payment method (advance bank transfer, card payment, cash on delivery). The Customer may deviate from the selected payment method only with the prior consent of the Service Provider. If the Customer is unable to pay the Purchase Price of the ordered service, the ordered service / product shall be automatically deleted from the system.

10. Limitation of liability

Purchasing in the webshop presupposes that the Customer is aware of and accepts the possibilities and limitations of the Internet, in particular with regard to technical performance and possible errors. The Service Provider shall not be liable in any way for the matters listed below, regardless of the reason for their occurrence:

- Any incorrect data sent and/or received over the Internet.
- Any operational fault in the Internet network which prevents the uninterrupted operation of the webshop and the making of purchases.
- Any malfunction in any receiving device or communication lines.
- The loss of any mail – regardless of whether it arrived in paper or electronic form – but especially the loss of any data.
- The improper operation of any software.

- The consequences of any program error, abnormal event or technical fault.

The Service Provider shall not be liable on any basis whatsoever for any indirect or direct damage incurred by the Customer as a result of connecting to the webshop. The Customer alone shall be responsible for connecting to the webshop and for making purchases in the webshop. The Service Provider shall not be held liable in any case of force majeure or in connection with any event arising outside its sphere of interest. Any Customer who does not agree with amendments to the rules must cease making purchases. If the Customer breaches the rules in any form, the Service Provider may freely declare the Customer's registration and purchase invalid, and the Buyer shall not be entitled to object to such decision or claim damages. It is the responsibility of each participant to assess how to protect the data stored on his or her computer from intruders. The images appearing in the webshop are protected by copyright; their use or modification without permission is punishable by law.

Legal provisions:

- **Act CLV of 1997** on consumer protection
- **Act CVIII of 2001** on certain issues of electronic commerce services and information society services
- **Act V of 2013** on the Civil Code
- **Government Decree 151/2003. (IX.22.)** on the mandatory guarantee applicable to durable consumer goods
- **Government Decree 45/2014. (II.26.)** on the detailed rules of contracts between consumers and businesses
- **NGM Decree 19/2014. (IV.29.)** on the procedural rules for handling warranty and guarantee claims relating to goods sold under contracts between consumers and businesses
- **Act LXXVI of 1999** on copyright
- **Act CXII of 2011** on informational self-determination and freedom of information
- **IM Decree 10/2024. (VI. 28.)** on determining the range of durable consumer goods subject to the mandatory guarantee
- **Regulation (EU) 2018/302 of the European Parliament and of the Council** (28 February 2018) on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market, and amending **Regulation (EC) No 2006/2004** and **Regulation (EU) 2017/2394** and **Directive 2009/22/EC**
- **Regulation (EU) 2016/679 of the European Parliament and of the Council** (27 April 2016) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing **Directive 95/46/EC** (General Data Protection Regulation)
- **Government Decree 373/2021. (VI. 30.)** on the detailed rules of contracts between consumers and businesses for the sale of goods, the supply of digital content and the provision of digital services