

General Terms and Conditions - Phoenix RECorp

The General Terms of Service (hereinafter: GTS) contain the general terms and conditions governing the use of the online store operated by [COMPANY NAME] ([registered office:], [tax number:]), as the service provider (hereinafter: Service Provider). Please use our services only if you agree with all of their provisions and consider them binding upon yourself. This document is not filed or registered and is concluded exclusively in electronic form (it does not qualify as a written contract) and does not refer to any code of conduct.

The GTS can be downloaded from the following link: [GTS.pdf](#)

The Seller reserves the right to unilaterally amend these General Terms and Conditions. An order placed following the amendment constitutes acceptance of these GTS and all amendments thereto in force.

Service Provider details:

Name of the Service Provider: Phoenix Real Estate Corporation Kft.

Registered office of the Service Provider: 1133 Budapest, Pannónia utca 102.

Postal address of the Service Provider: 1133 Budapest, Pannónia utca 102.

Company registration number: 01-09-453616

Tax number: 32660892-1-41

Name of the authority maintaining the register (court of registration): Company Court of the Metropolitan Court of Budapest

Telephone: +36705316538

Bank account number:

Data protection registration number:

Permit number:

Language of the contract: Hungarian

Hosting Provider

Name: InfoNetfort Kft.

Address: 7900 Szigetvár, Szent István ltp 17. IV/25.

Telephone: +36-30/530-2953

E-mail: kapcsolat@netfort.hu

Web: www.netfort.hu

Tax number: 26648082-2-02

Company registration number: 02 09 084205

Basic Provisions

For matters not regulated in these GTS, and for the interpretation of these GTS, Hungarian law shall apply, in particular the relevant provisions of Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services (E-Commerce Act), as well as Government Decree 45/2014 (II. 26.) on the detailed rules governing contracts between consumers and businesses. The mandatory provisions of the applicable legislation shall apply to the parties without any special stipulation.

1. CONCLUSION OF THE CONTRACT

These GTS contain the contractual terms and conditions governing the contract between the Seller and the Customer. Documents closely related to the contract include the warranty certificate accompanying the Product and the invoice issued by the Seller.

1.1. By placing an order on the [www.webshopneve.hu] website, the Buyer accepts the communication channel (telephone or e-mail) through which the Seller enables the ordering of the product.

1.2. Any notification received by the Buyer by telephone or e-mail after placing the Order is for information purposes only and does not constitute confirmation of the Order by the Seller.

1.3. The Seller reserves the right to confirm a quantity lower than the quantity specified in the Order placed by the Buyer. The Buyer shall be notified of this at the telephone number and/or e-mail address provided in the user account. In such a case, the Seller shall refund to the Customer the purchase price of Products already paid for by the Customer but not confirmed by the Seller.

1.4. The Contract between the Seller and the Buyer is concluded when the Buyer receives from the Seller, by e-mail and/or SMS, a notification confirming/finalising the Order, which notification also includes notification of the handover of the Products ordered by the Customer to the courier service.

1.5 If the Buyer provides false information when finalising the order, no distance contract between the parties shall be concluded. The Operator and the Seller exclude all liability arising from such contracts.

2. SPECIAL PROVISIONS RELATING TO ONLINE SALES

2.1. Any User/Customer may access the website. The Operator reserves the right to restrict the Customer's/Buyer's right and access to place an Order and/or the selection and use of certain payment methods if the Customer/Buyer, through activities carried out on the [www.webshopneve.hu] website, may jeopardise the smooth operation of the website and/or cause damage to the Operator/Seller.

2.2. The Customer may contact the Seller using the contact details indicated under the "Contact" menu item on the product page.

2.3. The price of Products on the Website is stated in Hungarian forints (HUF) and includes VAT, but does not include any fees for the payment method selected, which the Buyer shall pay in addition to the Product price when using the relevant service.

2.4. In accordance with the conditions prescribed by law, the prices displayed on the website for electrical equipment and other products subject to the environmental product fee as defined by law include the Environmental Product Fee.

2.5. In the case of online payments (online credit/debit card payment or bank transfer), the Seller shall not be liable for any additional costs incurred by the Buyer that depend on the payment method selected by the Buyer or the Buyer's card-issuing bank (including, but not limited to, exchange rate differences and other costs). The Buyer shall be responsible for the consequences arising from the choice of payment method.

2.6. Information used to describe Products displayed on the Website (static/dynamic images/multimedia presentations, etc.) does not constitute a binding offer by the Seller; such information is provided expressly for presentation purposes.

3. MANDATE

The Seller may entrust a third party with carrying out services related to the processing of the Order (delivery, packaging, etc.) without informing the Buyer thereof in advance. This is not subject to the Buyer's consent. However, even in such cases, the Seller shall remain liable for the fulfilment of its obligations arising from the Contract concluded with the Buyer.

4. ORDER

4.1. After placing the selected products in the basket, you may freely modify its contents. If, after checking it, you submit the completed basket by clicking on it, you order all products in the basket and accept that placing the order constitutes an operation involving a payment obligation.

4.2. The data submitted in a given order may be modified in writing or by telephone after submission but before delivery. You may of course modify your data when placing a new order. The Seller records the Buyer's data on a permanent basis and records the Buyer's login and order for one year from home delivery, but the contract shall not be considered a written contract and shall not be registered or filed.

4.3. The Buyer acknowledges that after a product has been placed in the basket, the product(s) may only be purchased if sufficient stock is available to the Service Provider to fulfil the order.

4.4. By finalising the order, the Buyer confirms that the data provided by the Buyer and required for the purchase are true and may be used for the fulfilment of the order and conclusion of the contract. By finalising the order, the Buyer undertakes to pay the purchase price using the payment method selected by the Buyer; otherwise, the Seller may refuse to fulfil the order.

4.5. By finalising the order, the Buyer consents to the Service Provider contacting the Buyer, if necessary, using any of the contact details provided (typically e-mail or telephone).

4.6. The Service Provider may declare the Buyer's order null and void or as not having been concluded, upon prior notification to the Buyer, without either party subsequently having any obligation towards the other party on this basis or either party making any claim for damages against the other party, in the following cases:

4.6.1. If the Buyer has selected an online payment method and the financial institution issuing the card does not authorise the transaction, or if the Buyer has selected an online payment method and our partner providing the online payment service is unable to validate the transaction.

4.6.2. The data provided by the Buyer do not correspond to reality, are incomplete, or do not permit the fulfilment of the order

4.6.3. If the Buyer fails to pay the purchase price of the ordered product to the Service Provider within 5 days. In this case, the Service Provider shall be entitled to cancel the order.

4.6.4. The order is placed by a person lacking legal capacity or by a minor

4.7. Pursuant to Government Decree 45/2014 (II. 26.) on the detailed rules governing contracts between consumers and businesses, the Buyer (if a Consumer) has the right to withdraw from the contract. The Seller provides this option to Customers within 14 days from receipt of the product. If the total amount of the order has been paid and the Buyer has notified the Seller of the intention to withdraw from the contract within the prescribed period, the Seller undertakes to refund the purchase price of the product within no more than 14 days from receiving the Buyer's notification. The detailed conditions for withdrawal are set out in the information published on the Website.

The right of withdrawal is subject to the exceptions specified in Section 29 of Government Decree 45/2014 (II. 26.) on the detailed rules governing contracts between consumers and businesses

Withdrawal

4.8. Procedure for exercising the right of withdrawal:

4.8.1 The consumer may exercise the right of withdrawal or termination by means of the model form or by making an unequivocal statement to that effect. If the Buyer wishes to exercise the right of withdrawal, the Buyer must send the statement containing the intention to withdraw to one of the following contact details, or may withdraw from the purchase in person or orally:

[Postal address:]

[Email address:]

For this purpose, the Buyer may also use the model withdrawal form; in the case of postal

notification, the date of posting shall be taken into account, while in the case of notification by e-mail or fax, the time at which the e-mail or fax was sent shall be taken into account.

4.8.2 In the event of withdrawal, the Buyer shall return the ordered product to [Address] without undue delay, but no later than 14 days from the date of communicating the withdrawal statement. The deadline shall be considered complied with if the Buyer sends the product before the expiry of the 14-day period (it does not have to arrive within 14 days). In the case of the sale of several products, if the products are delivered at different times, the Buyer may exercise the right of withdrawal within 14 days from receipt of the last product supplied, or, in the case of a product consisting of several lots or pieces, the last lot or piece delivered.

4.8.3. The Service Provider shall not be obliged to reimburse the Buyer for additional costs resulting from choosing a delivery method other than the cheapest standard delivery method offered by the Service Provider.

4.8.4. The Seller shall be entitled to withhold the refund of the full amount paid by the Buyer until the Seller has received the product back or the Buyer has provided credible evidence that the product has been returned.

4.8.5. When making a refund, the Seller shall use the same payment method as was used for the original transaction, unless the Buyer has expressly consented to the use of another payment method. The Buyer shall not incur any additional costs as a result of the refund method.

4.8.6. The Buyer shall be liable for any depreciation resulting from use exceeding that necessary to establish the nature, characteristics and functioning of the product.

4.8.7. The Buyer may also 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 Buyer shall bear the burden of proving that the right of withdrawal was exercised in accordance with Section 20 of Government Decree 45/2014 (II. 26.).

4.9. The Seller is not obliged to accept the return of products that are personalised for the Buyer or that have been produced according to the Buyer's individual instructions or at the Buyer's express request,

4.10. The Seller is not obliged to accept the return of products that the Buyer has installed, modified or otherwise changed in nature or structure before exercising the right of withdrawal

4.11. If the Seller is unable to deliver the Product ordered by the Buyer within 15 days, the Seller shall inform the Buyer thereof and refund the value of the order within 7 days; this shall constitute termination of the contract by the Seller. The parties may also agree to reschedule and/or modify the fulfilment of the order.

5. CONFIDENTIALITY

5.1. The Seller and the Operator shall treat as confidential any information of any kind provided by the Buyer to the Seller.

5.2. By entering into the Contract, the Buyer undertakes not to make any public statement to third parties without the Seller's prior written consent.

5.3. By providing information and data on this website, the Buyer grants the Seller and the Operator unrestricted and irrevocable access to such information and data, as well as the right to use, copy, modify and transmit such information or data.

5.4. By creating a user account/placing an Order, the Buyer is entered into the database of the Operator/Seller and, in accordance with and within the framework of applicable legislation, consents to being contacted by third parties, namely the Operator's and/or Seller's partners: service providers offering marketing services or other services, repair services, and other companies with which the Operator/Seller may develop joint offering programmes relating to the Products.

6. INVOICING – PAYMENT

6.1. All products available on the [www.webshopneve.hu] website can be purchased online. The Seller states the product parameters and price in the product description. The prices displayed always include Value Added Tax (VAT). The Buyer shall bear the costs of network access and other telecommunications services used for the purchase.

6.2. If the Seller confirms the order, this shall constitute a request for payment. The Buyer may pay the amount stated in the confirmation within 72 hours of the confirmation in accordance with the selected payment method. If payment is not made within 72 hours, the Seller shall be entitled to delete the order from its system. The Buyer may not assert a claim for damages against the Seller on this basis.

6.3. The goods, price, payment method and payment deadline must be indicated in every Order. The Seller shall issue an invoice to the Buyer for the Products delivered. It is the Buyer's responsibility to provide, at the time of receipt, all information necessary for the invoice to be issued in accordance with the applicable legislation.

6.4. For every recorded order, the purchase price of the Product to be purchased, the payment method and the payment deadline shall be indicated. It is the Buyer's responsibility to provide all relevant data required for the invoice to be issued, accurately and truthfully. If the Buyer fails to do so, the Seller cannot be obliged to issue a new invoice.

6.5. The Seller shall primarily forward the invoice for the Products sold under the order to the Buyer electronically. The issued invoice shall be available electronically from the Buyer's user account and shall also be sent by electronic message (e-mail) to the e-mail address provided in the user account; in addition, it shall be enclosed with the Product in paper form.

6.6. The Buyer shall always keep the personal data provided in the user account and used for invoicing up to date so that the Seller can correctly issue and provide the invoice for each order. The Buyer shall verify the correctness of the data provided when placing each order.

6.7. If information relating to invoicing in the registered account – including the issued invoice(s) – is not available for more than forty-eight (48) hours, the Buyer may inform the Operator's customer service thereof in writing.

6.8 Payment of the price

Payment may be made by bank transfer in advance or by cash on delivery through the courier service upon receipt of the goods.

6.8.1. Purchase by bank transfer

Bank account number: Raiffeisen Bank 00000000-00000000-00000000

7. DELIVERY TERMS

7.1. The Seller generally delivers the products within 1–15 working days; the Buyer may request information about the exact delivery date by calling 06 (1) 000-0000.

7.2. The Seller undertakes delivery only from door to door. The Buyer shall be responsible for arranging the carrying of the products into the apartment or property.

7.3. Upon receipt of the product, the Buyer shall inspect the packaging and the integrity of the goods. If the product arrives damaged, the Buyer must suspend acceptance and return the product with the carrier. By signing the delivery note, the Buyer confirms to the Seller and the courier service that the product is intact. If the Buyer accepts the Product and does not indicate upon receipt that the Product is damaged, the Seller shall not be liable for damage arising from delivery subsequently.

7.4. If damage to the shipment cannot be identified immediately upon delivery, the damage must be reported to the Seller within the 24-hour forfeiture period from delivery. After this period, the Seller shall not be liable for damage arising from delivery.

7.5. The delivery cost is indicated on each product page; in the case of a multi-item order, these amounts are not added together, but the total value of the order shall be taken into account.

7.6. In the case of certain purchases (orders) made through the website, the Hungarian legislation

in force may require the National Tax and Customs Administration to request an EKAER (Electronic Public Road Freight Control System) number from the Buyer. Obtaining the EKAER number is the Buyer's duty and responsibility (as the Consignee). It follows that the Buyer shall be liable for the consequences and any costs incurred by the Seller arising from a breach of this obligation.

8. WARRANTY

8.1 Statutory warranty for defective performance:

8.1.1. In the event of defective performance by the Seller, the Buyer may enforce a claim for statutory warranty for defects in accordance with the provisions of the Civil Code.

8.1.2. The Buyer shall notify the Seller of the defect immediately after discovering it, but no later than two months after the defect was discovered.

8.1.3. In the case of a consumer contract, the Buyer may enforce warranty claims within 2 years from the date of receipt in respect of product defects that already existed at the time of delivery of the product. After the expiry of the two-year limitation period, the Buyer may no longer enforce a statutory warranty claim.

8.1.4. In exercising statutory warranty rights, the Buyer may request repair or replacement unless the selected remedy is impossible or would impose disproportionate additional costs on the Seller compared with another remedy.

8.1.5. If the Buyer has not requested or could not request repair or replacement, the Buyer may request a proportionate reduction of the consideration, repair the defect at the Seller's expense or have it repaired by another party, or – as a last resort – withdraw from the contract.

8.1.6. The Buyer may switch from the selected statutory warranty remedy to another remedy; however, the Buyer shall bear the costs of the change unless it was justified or caused by the Seller.

8.1.7. Within six months from performance, there are no conditions other than notification of the defect for enforcing a statutory warranty claim, provided that the Buyer proves that the product was purchased from the Seller. After six months from performance, the Buyer shall prove that the defect recognised by the Buyer already existed at the time of performance.

8.2. Product warranty:

8.2.1. A product shall be considered defective if it does not comply with the quality requirements in force at the time it was placed on the market or if it does not have the characteristics specified in the manufacturer's description. The Buyer may enforce a product warranty claim within two years from the date the product was placed on the market by the manufacturer. After this period, the Buyer loses this right.

8.2.2. The Buyer may enforce a product warranty claim only against the manufacturer of the movable item or against the Seller. The Buyer must prove the defect in the product when enforcing a product warranty claim. The manufacturer (distributor) shall be released from its product warranty obligation only if it can prove that:

- it did not manufacture or place the product on the market in the course of its business activities,
- according to the state of science and technology, the defect was not recognisable at the time the product was placed on the market, or
- the defect in the product resulted from the application of a law or mandatory official requirement.

8.2.3. The Buyer may not simultaneously or in parallel enforce a statutory warranty claim and a product warranty claim for the same defect.

8.3. Guarantee:

8.3.1. In the event of defective performance, the Seller provides the mandatory one-year guarantee under Government Decree 151/2003 (IX. 22.) for durable consumer goods (products with a value exceeding HUF 10,000) listed in the annex to that decree.

8.3.2. The Seller shall be exempt from its guarantee obligation only if it proves that the cause of the defect arose after performance. A statutory warranty claim and a guarantee claim, or a product warranty claim and a guarantee claim, may not be enforced simultaneously or in parallel for the same defect.

8.3.3. If the guarantee claim is valid, the Buyer may request replacement or repair of the product.

If the Seller is unable to replace the product due to lack of stock or for another reason, the Buyer may request repair or a price reduction, or may request a refund of the purchase price if neither replacement nor repair nor a price reduction is possible.

8.3.4. If, due to a malfunction of the product, the Buyer asserts a replacement claim within three working days from delivery of the product, the Seller shall replace the product provided that the malfunction prevents proper intended use.

8.3.5. To report a statutory warranty or guarantee claim concerning purchased products, please use the [http://\[www.webshopneve.hu\]/garancia](http://www.webshopneve.hu/garancia) page or the [own telephone number] telephone number.

8.4. Other conditions:

8.4.1. Decorations shown in photographs displayed in the store do not form part of the subject matter of the contract; only the product indicated in the name and description is the subject of the contract.

Online Dispute Resolution Platform

The European Commission has created a website where consumers can register, enabling them to resolve disputes relating to online purchases by completing an application, thus avoiding court proceedings. This allows consumers to exercise their rights without, for example, being prevented from doing so by distance.

If you wish to lodge a complaint regarding a product or service purchased online and do not necessarily wish to go to court, you may use the online dispute resolution tool.

On the portal, you and the trader against whom you have lodged the complaint may jointly select the dispute resolution body entrusted with handling the complaint.

The online dispute resolution platform is available here:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>

9. TRANSFER OF OWNERSHIP OF THE PRODUCTS

9.1. Ownership of the Products shall pass to the Buyer upon receipt at the time of home delivery, at the place specified in the order, provided that the Buyer has paid the purchase price of the Product. (Proof thereof may include: delivery report – signature confirming receipt of the delivery document issued by the express courier.)

10. LIABILITY

10.1. The Seller shall not be liable for any damage suffered by the Buyer or any third party as a result of the Seller performing any obligation under the Order, nor shall it be liable for any damage arising from the use of the Products after their delivery to the Buyer.

10.2. The Seller shall not be liable for the loss of Products during transport; any problem arising from transport falls within the responsibility of the courier/express delivery service.

12. INTERPRETATIVE PROVISIONS

Seller: [COMPANY NAME] registered office: , company registration number: Cg., tax number:, statistical code:

Operator: the operator of the [www.webshopneve.hu] website is [COMPANY NAME] registered office: , company registration number: Cg., tax number:, statistical code:],

12.1. Customer/User: a natural person or legal entity who gains access to the website and its content by using any electronic communication device (desktop computer, notebook, telephone, tablet, smartphone, etc.); who registers on the Website and thereby creates a user account (hereinafter: user account), or who places an order on the Website and thereby creates a user account.

12.2. Buyer: the Customer who has placed an order on the [www.webshopneve.hu] website.

12.3. User account: The Buyer may create a user account by registering on the [www.webshopneve.hu] website. Registration requires a valid e-mail address belonging to the Buyer and a password. The

Buyer may place orders and make purchases from the user account. A user account may also be created when the Buyer places an order on the [www.webshopneve.hu] website by adding the selected product to the Cart, providing a valid e-mail address associated with the Buyer and the data required to place the order, and thereby creates a user account with the data provided by the Buyer.

The user account contains the data and information provided by the Buyer during registration and when placing order(s), all data and information related to the order(s) placed by the Buyer (such as warranty information, invoices, etc. relating to the purchased products), as well as the products/product lists selected/created by the Buyer on [www.webshopneve.hu].

The Customer is obliged to provide true data during registration and when placing an order. If the Operator becomes aware that the data provided by the Customer contains partly or entirely untrue information, it shall be entitled to restrict the Customer's access to the user account or exclude the Customer from using the [www.webshopneve.hu] website.

A natural person who has reached the age of 18 no later than the date of creating the account is entitled to create a user account and make purchases on the [www.webshopneve.hu] website.

12.4. Contract – the contract between the Seller and the User who orders a product from the Seller through the [www.webshopneve.hu] website (hereinafter: Buyer) is concluded without the simultaneous physical presence of the Seller and the Buyer in accordance with the provisions of these GTS.

13. GENERAL INFORMATION

13.1. Registration

The Buyer may freely browse and select products in the online store without registration. Before purchasing, the registration form must be completed (registration) and a password must be chosen. Providing certain personal data is also required for registration. The Buyer may check the accuracy of the personal data provided. This is what the approval of the data is for. If the data is not approved, the Buyer may delete or correct all of the data displayed.

13.2. Entering the username and password means that the natural person registered through registration acts personally during the purchase, or that the representative of a legal entity or an economic association without legal personality (organisation) acts on behalf of the organisation.

13.3. Login

After registration, the Buyer may log in at any time using their personal identifier and password.

14. GOVERNING LAW

The contract is concluded in Hungarian and is governed by the applicable legal system and legislation of the Republic of Hungary.

Valid from: [DATE]