

GENERAL TERMS AND CONDITIONS (GTC)

<http://gsmkonnektor.hu> / <https://instantgsm.com/>

Preambulum

Welcome to our website! Thank you for placing your trust in us during your purchase.

Before finalizing your order, please read this document carefully, as by completing your order, you agree to the terms and conditions outlined in these General Terms and Conditions (GTC).

If you have any questions regarding these General Terms and Conditions, the use of the website, specific products, or the purchasing process, or if you wish to discuss a specific request, please contact our staff using the provided contact information.

Imprint: Information about the Service Provider (Seller, Company)

Name:

MOHAnet Mobilsystems Technical-Development, Trade and Service Corporation (Co.Ltd..)

Headquarters: Hungary - 1152 Budapest, Telek Street 7-9

Mailing Address: Hungary -1152 Budapest, Telek Street 7-9

Store / Pickup Point: Hungary -1152 Budapest, Telek Street 7-9

Company Registration Number: 01-10-046541

Tax Number: 11689234-2-42

Representative: Zoltán Havasi, CEO

Phone Number: +36 (1) 271-1141

Email: info@mohanet.com

Website: <http://gsmkonnektor.hu> / <https://instantgsm.com/>

Bank Account Number: 1201 1526 0105 0525 0010 0009

IBAN: HU61 1201 1526 0105 0525 0010 0009

Web Hosting Provider Information

Balázs Springel, sole proprietor, Hungary - 1112 Budapest, Sasadi Street 108-110, Building C, Ground Floor 1

Bálint Lengyel, sole proprietor, Hungary - 3528 Miskolc, Visó Street 18

Personal data is stored on servers located at 1132 Budapest, Victor Hugo Street 11-15, based on a written agreement with the Data Controller. The web hosting providers are not authorized to access personal data.

Definitions

Parties: Collectively, the Seller and the Buyer

Consumer: A natural person acting outside their trade, independent profession, or business activities

Consumer Contract: A contract in which one party qualifies as a consumer

Website: This current website, which serves as the platform for concluding contracts

Effective Date: February 19, 2021

Contract: The sales contract concluded between the Seller and the Buyer using the Website and electronic correspondence

Means of Communication Enabling Distance Contracts: Tools that enable the making of contractual statements for the purpose of concluding contracts without the simultaneous physical presence of the parties. Such tools include, but are not limited to, addressed or unaddressed printed forms, standard letters, advertisements published in press with order forms, catalogs, telephone, telefax, and internet access devices

Distance Contract: A consumer contract concluded within the framework of an organized system for the provision of products or services without the simultaneous physical presence of the parties, using exclusively means of communication that enable distance contracts

Product: Any movable, marketable good available on the Website and offered for sale, which constitutes the subject of the Contract

Business: A person acting within the scope of their trade, independent profession, or business activity

Buyer/You: A person making a purchase offer and entering into a contract via the Website

Warranty: In the context of contracts between the Consumer and the Business (hereinafter: Consumer Contract) as defined by the Civil Code:

1. a) Warranty undertaken for the fulfillment of the contract, which the Business voluntarily assumes beyond or in the absence of statutory obligations to ensure proper performance of the contract, and
2. b) Mandatory statutory warranty based on legal regulations

Use of the Website

1. **Resellers Menu:** Resellers can apply to become resellers for the Seller by filling out an electronic form on the website, which is submitted to MOHAnet Co.Ltd.. via email at info@mohanet.com. Upon receiving the form, MOHAnet Co.Ltd.. will send the reseller price list and the reseller agreement to the applicant.
2. **Order Menu:** In this section, both individual consumers (natural persons) and non-natural persons (but not resellers as defined in the GTC) can place orders for Products. Orders are sent to MOHAnet Co.Ltd.. via email at rendeles@mohanet.com.

The available payment methods, as well as the detailed steps for completing a purchase, are outlined below: bank transfer in advance, cash-on-delivery by card payment upon receipt, or cash-on-delivery in cash upon receipt.

Individual consumers, acting as buyers, and non-natural person buyers fill out an online order form on the website. They specify the quantity of the product, see the calculated total price, choose a payment method, and click the "Submit Order" button to place the order. Following this, a pop-up window appears thanking the customer for their order and instructing them to check their inbox for a confirmation email.

Detailed Description of the Ordering and Purchasing Process

The structure of the website provides customers with a convenient and quick navigation experience. The menu options make it easy to move around the site.

Before finalizing a purchase, customers can review a summary of their order, which includes the product, the quantity ordered, the item value, and the total order amount. The "Order" button initiates the purchase. To proceed with the order, click on the "Order" button.

The moment of placing an order is the time when the Buyer submits their order through the website to the Seller. An order generally becomes effective when the Seller confirms it via email or phone. Note that the system-generated automatic confirmation is not equivalent to the aforementioned confirmation.

The electronic contract established between the Seller and the Buyer/You is not considered a written contract, and therefore it is not archived and cannot be accessed later in physical form. The language used for the electronic contract, as well as for communication during the conclusion of the contract and subsequent interactions, is either Hungarian or, secondarily, English.

The product descriptions on the product pages are for informational purposes only and may not always contain all relevant details about the given product.

Finalizing the Order (Offer Submission)

Once you have verified that the contents of your "cart" match the products you intend to order and that your information is correctly entered, you can finalize your order by clicking the "Place Order" button. The information provided on the website does not constitute an offer to enter into a contract by the Seller. For orders falling under the scope of these GTC, you, as the Buyer, are considered the offeror.

By clicking the "Place Order" button, you explicitly acknowledge that your offer is deemed to have been made, and your statement—if confirmed by the Seller according to these GTC—will entail a payment obligation. Your offer as a Buyer is binding for a period of 48 hours. If the Seller does not confirm your offer within 48 hours according to these General Terms and Conditions, you are released from your offer obligation.

Order Processing and Conclusion of the Contract

Order processing occurs in two stages. You can place an order at any time. Initially, you will receive an automatic response confirming that your order has been received via the website. However, this confirmation merely acknowledges receipt of your order and does not constitute acceptance of your offer.

If you notice that the automatic confirmation email contains incorrect information (e.g., name, shipping address, phone number, etc.), you are required to promptly notify us via email and provide the correct details. If you do not receive the automatic confirmation email within 24 hours of placing your order, please contact us, as it is possible that your order did not reach our system due to technical reasons.

Following the submission of your offer, the Seller will confirm your offer through a second email. The contract is considered concluded once this confirmation email sent by the Seller becomes accessible in your email system (second confirmation).

Payment Methods

Bank Transfer in Advance

The Buyer can settle the payment for the ordered product(s) via bank transfer in advance. In this case, an invoice will be sent, and once the payment is completed, the order will be processed.

Canceling an order before processing does not entail any legal or financial consequences.

Cash-on-Delivery by Card or Cash

The payment for the ordered product(s) can also be made upon delivery, either in cash or, depending on the courier service, by card.

Please note that in the case of courier delivery, a shipping fee will be added to the purchase price of the product(s). If you select this option during the ordering process, the shipping fee will be displayed in the order summary before finalizing the order. You will be able to see the total amount, including all applicable charges, before completing the purchase.

Shipping Fee

Shipping is free for all end-users (except for resellers).

Delivery Methods and Fees

GLS Courier Service

Products are delivered by GLS Courier Service.

For more information, visit: [GLS Services for Recipients](#)

Right of Retention, Reservation of Ownership

If you have previously ordered a product but failed to accept it upon delivery (excluding cases where you exercised your right of withdrawal), or if the product was returned to the Seller marked as "unclaimed," the Seller may require advance payment of the purchase price and shipping costs before processing your next order.

The Seller reserves the right to withhold delivery of the product until payment is successfully confirmed using an electronic payment method. This includes cases where a product paid for by bank transfer is sent in the currency of the Buyer's country or EU Member State, and due to currency exchange rates, bank fees, or other costs, the Seller does not receive the full purchase price and shipping fee. If the full amount is not received, the Seller may request the Buyer to pay the outstanding balance.

Sales within and outside the European Union

The Seller does not differentiate between buyers using the Website from within Hungary, within the European Union, or outside it. Unless otherwise specified in these GTC, the Seller ensures the delivery/pickup of the ordered products both within and outside Hungary.

Purchases made outside Hungary are also governed by these GTC, with the understanding that, based on the relevant regulations, a Buyer is considered a consumer if they are a citizen of an EU Member State, have a residence in a Member State, or if a business with an establishment in an EU Member State purchases goods or services solely for end-use purposes. A consumer is defined as a natural person acting for purposes outside their trade, business, or profession.

The language of communication and transactions is primarily Hungarian; the Seller is not obligated to communicate in the official language of the Buyer's EU Member State.

The Seller is not required to comply with non-contractual requirements of the Buyer's national law regarding the specific product (e.g., labeling or sector-specific requirements) or to inform the Buyer about such requirements.

Unless otherwise specified, the Seller applies Hungarian VAT to all products. The Buyer may enforce their rights according to these GTC.

If an electronic payment method is used, the payment will be processed in the currency specified by the Seller. The Seller reserves the right to withhold the product until it verifies that the payment of the purchase price and shipping fee has been fully and successfully completed using the electronic payment method. This includes cases where the Buyer pays by bank transfer in their national currency, and due to conversion rates and banking fees, the Seller does not receive the full amount. If the full payment has not been made, the Seller may request the Buyer to cover the remaining balance.

Delivery Options for Non-Hungarian Buyers

The Seller provides the same delivery options available to Hungarian customers to non-Hungarian customers, in accordance with the principle of free movement of goods and services.

If the Buyer, according to these GTC, requests the delivery of the product to Hungary or to any other EU Member State, non-Hungarian customers may also request the product to be delivered using any of the delivery methods specified in the GTC.

If the Buyer opts for in-person pickup at the Seller's location according to these GTC, non-Hungarian customers may also exercise this option.

Additionally, the Buyer may request to arrange their own international shipping at their own expense. This option is not available to Hungarian customers.

The Seller will fulfill the order upon payment of the shipping fee. If the Buyer fails to pay the shipping fee or arrange their own shipping by the agreed deadline, the Seller will terminate the contract and refund the advance payment of the purchase price to the Buyer.

Scope and Acceptance of the GTC

The content of the contract between you and us is determined by these General Terms and Conditions (hereinafter: GTC), in addition to the applicable binding legal regulations. Accordingly, the present GTC defines the rights and obligations of both you and us, the conditions for the conclusion of the contract, deadlines for performance, delivery and payment terms, liability rules, and the conditions for exercising the right of withdrawal.

Technical information required for using the Website, which is not included in these GTC, is available in other information sections on the Website.

Before finalizing your order, you are required to familiarize yourself with the provisions of these GTC. By purchasing through our Website, you agree to these GTC, which become an integral part of the contract between you and the Seller.

Language of the Contract, Contract Form

The language of contracts under the scope of these GTC is Hungarian.

Contracts covered by these GTC are not considered written contracts and are not archived by the Seller.

Prices

The prices displayed are in Hungarian Forints (HUF) and include gross prices, which include the 27% Value Added Tax (VAT). The prices are indicative. The Seller reserves the right to modify prices for business reasons. Such changes will not affect contracts already concluded. If the Seller displays an incorrect price, the "Procedure for Incorrect Pricing" section of these GTC will apply to contracts already concluded.

Complaint Handling and Legal Remedies

The Consumer can submit complaints related to the product or the Seller's activities using the following contact details:

Customer Service Office: 1152 Budapest, Telek Street 7-9

Customer Service Hours:

Monday - Friday, 9:00 AM - 4:00 PM

Phone: +36 (1) 271-1141

Website: <http://gsmkonnektor.hu> / <https://instantgsm.com/>

Email: info@mohanet.com

Warranty (and Liability for Defects) Rights Provided by MOHANet Co.Ltd.. and the Group Companies for Products Sold to Consumers – Common Procedures for Enforcing Warranty and Liability Rights

Consumer Rights Arising from Warranty, Their Enforcement Deadlines, Locations, and Conditions

1. The Company (as the Seller) undertakes obligations towards the Consumer (natural person Buyer) in accordance with Government Decree No. 151/2003 (IX.22) on mandatory warranties for certain durable consumer goods [Gov. Decree], the procedural rules set forth in NGM Decree No. 19/2014 on the handling of warranty and liability claims in contracts between consumers and businesses [NGM Decree], and the provisions of Act V of 2013 on the Civil Code [Civil Code] concerning warranties, liability for defects, and defective performance.
2. The Consumer is defined as a natural person acting outside their trade, independent profession, or business activities. The Company refers to the above-mentioned business entity, and the Product refers to the specified consumer goods.
3. Warranty Period:
 - a) For products priced between HUF 10,000 and HUF 100,000: one year.
 - b) For products priced between HUF 100,000 and HUF 250,000, as **well as for GSM connectors: two years.**
 - c) For products priced above HUF 250,000: three years.If the warranty period lapses without the Consumer exercising their rights (except in cases where the warranty is extended due to repairs), those rights are forfeited.
4. The warranty period starts on the day the product is handed over to the Consumer, or if installation is required and performed by the Company or its agent, on the day of installation. If the Consumer installs the product more than six months after receiving it, the warranty period starts from the date of delivery.
5. If a product is repaired, the warranty period is extended by the time during which the Consumer could not use the product due to the defect.
6. The Company is obliged to provide the warranty certificate along with the product in a format that ensures legibility until the end of the warranty period.
7. The warranty certificate must be written in clear and unambiguous Hungarian. It must include:
 - a) The Company's name and address.
 - b) The product's identifiable name, type, and, if applicable, serial number.
 - c) The manufacturer's name and address if different from the Company.
 - d) The date of the contract and the date of product delivery or installation.
 - e) The Consumer's warranty rights, their enforceability deadlines, locations, and conditions.
 - f) Information on initiating a dispute resolution procedure with the county (or capital) chambers of commerce and industry.
 - g) The Company's stamp and the signature of the representative, or an electronic signature if provided electronically.
8. The Company may also provide the warranty certificate electronically. An electronic invoice can serve as a warranty certificate if it complies with the legal requirements for warranty documentation.
9. If the warranty certificate is provided as a downloadable link, the Company must ensure its availability until the end of the warranty period. The download link must remain accessible, and the Company must prove compliance in case of disputes.
10. The Company is required to issue the electronic warranty certificate by the day following the product's delivery or installation.
11. Warranty rights can be enforced using the warranty certificate, without requiring the Consumer to return the original packaging of the product.
12. If the warranty certificate is not provided, the contract is considered valid if the Consumer presents proof of payment, such as an invoice or receipt issued in accordance with VAT regulations. In such cases, warranty rights can be enforced with this proof of payment.
13. The Consumer may exercise repair claims directly at the Company's headquarters or at any branch, repair service center listed on the warranty certificate.
14. Only new parts may be used for product repairs.
15. Upon fulfilling a repair request, the Company or repair service must document:
 - a) The date the repair claim was made and the date of receipt for repair.
 - b) The cause of the defect and the method of repair.
 - c) The date the product was returned to the Consumer.

- For replacements, the date of replacement must also be noted on the warranty certificate.
16. If during the first repair attempt within the warranty period the product is found irreparable, the Company must replace it within eight days, unless the Consumer opts otherwise. If replacement is not possible, the Company must refund the purchase price within eight days based on the invoice or receipt.
 17. If the product fails again after three repairs, and the Consumer does not request a price reduction or repair at the Company's expense, the Company must replace the product within eight days. If replacement is not possible, the purchase price must be refunded.
 18. If the product is not repaired within thirty days of the repair request, the Company must replace it within eight days after the expiration of this period. If replacement is not possible, the purchase price must be refunded.
 19. Products that are permanently installed, heavier than 10 kg, or cannot be transported as hand luggage on public transport must be repaired on-site. If on-site repair is not feasible, the Company will handle removal, transportation, and reinstallation.
 20. If the Consumer requests a replacement within three working days of purchase (or installation) due to a defect that hinders proper use, the Company cannot cite disproportionate costs and must replace the product.
 21. Contracts between the Consumer and the Company cannot deviate from the provisions of NGM Decree No. 19/2014 to the detriment of the Consumer.
 22. In the event of a breach of the above provisions, the Consumer Protection Authority may intervene according to the relevant consumer protection laws. Consumers may also seek resolution through the Conciliation Board operated by the Budapest Chamber of Commerce and Industry (BKIK).
Address: 1016 Budapest, Krisztina krt. 99
Phone: +36-1-488-2131
Fax: +36-1-488-2186
Email: bekelteto.testulet@bkik.hu

Joint Provisions for Enforcing Warranty and Liability Rights by Consumers

23. Unlike warranty claims, when a Consumer enforces a liability (szavatosság) claim, it is the Consumer's responsibility to prove the existence of the contract. If the Business disputes the existence of the contract, it must inform the Consumer about the possibility of lodging a complaint and the procedure for handling complaints in accordance with consumer protection laws. The contract shall be considered proven if the Consumer presents a receipt or invoice issued in compliance with VAT regulations as proof of payment.
24. The Business is required to record a report (protocol) regarding any warranty or liability claim submitted by the Consumer, which must include:
 - a) The Consumer's name, address, and consent statement for processing their data as required by the relevant regulation.
 - b) The name and purchase price of the item sold under the contract between the Consumer and the Business.
 - c) The date of fulfillment by the Business.
 - d) The date the defect was reported.
 - e) A description of the defect.
 - f) The rights the Consumer wishes to exercise based on warranty or liability.
 - g) The method of resolving the claim or the reasons for rejecting the claim or the Consumer's requested remedy.
25. If the Business fulfills a warranty or liability obligation in a manner different from the Consumer's request, the reason must be documented in the report. A copy of the report must be promptly provided to the Consumer in a verifiable manner. The Business must retain the report for three years from the date of its creation and present it to the supervisory authority upon request.
26. The report must also include information that the Consumer, in case of a dispute, can seek resolution through the Conciliation Board operated by the county (or capital) chambers of commerce and industry.
27. If the Business cannot immediately determine the enforceability of the Consumer's warranty or liability claim at the time of submission, it must notify the Consumer of its position within five working days, including reasons for rejection and information on how to contact the Conciliation Board.
28. The submission of a warranty or liability claim does not constitute a complaint under the Consumer Protection Act.

29. The Business must strive to complete repairs or replacements within fifteen days. If this period is exceeded, the Business must inform the Consumer of the expected duration of the repair or replacement. This notification can be made electronically or through another verifiable method, with the Consumer's prior consent.
30. For the purpose of assessing the enforceability of a liability or warranty claim, the Business must accept the item with a receipt that includes:
 - a) The Consumer's name and address.
 - b) Information necessary to identify the item.
 - c) The date the item was received.
 - d) The expected date when the Consumer can collect the repaired item.
31. The above requirements may also be fulfilled in the report documenting the warranty or liability claim. If an expert opinion is required to assess the Consumer's claim, the mandatory content of the expert opinion is specified in the regulation's Annex 1.
32. If the Consumer wishes to enforce their warranty claim directly at a repair service center listed on the warranty certificate, the service center must notify the Business of the claim immediately. The repair service center is required to inform the Business within five working days of completing the repair:
 - a) If, during the first repair attempt, it is determined that the item is irreparable.
 - b) If the repair is expected to take longer than fifteen days, the anticipated time required.
 - c) If the repair cannot be completed within thirty days.
33. The repair service center must carry out the repair in compliance with the above requirements.

Legal Remedies for Consumers in Case of Dispute with the Seller

If a consumer dispute between the Seller and the Consumer is not resolved through negotiations, the Consumer has the following options for seeking legal remedies:

Filing a Complaint with Consumer Protection Authorities. If a Consumer believes their rights have been violated, they may file a complaint with the consumer protection authority relevant to their place of residence. After reviewing the complaint, the authority will decide whether to initiate a consumer protection procedure. The first-level consumer protection tasks are carried out by the regional and county government offices. The list of these offices can be found here: <http://www.kormanyhivatal.hu/>

Judicial Proceedings. The Consumer is entitled to enforce their claims arising from a consumer dispute in court under the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation Boards. More information about the Conciliation Boards is available here:

<http://www.bekeltetes.hu>

<https://bekeltetes.hu/index.php?id=testuletek>

Please verify the current contact details on the consumer protection websites, as information may change after these GTC take effect.

Online Dispute Resolution Platform

The European Commission has established an online platform that allows consumers to register and resolve disputes related to online purchases by submitting a complaint form, avoiding court proceedings. This enables Consumers to enforce their rights without being hindered by distance.

If you wish to file a complaint regarding an online purchase and prefer not to go to court, you may use the online dispute resolution tool.

On the portal, you and the trader can jointly select a dispute resolution body to handle the complaint. The online dispute resolution platform can be accessed here:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

Copyright

According to Section 1(1) of Act LXXVI of 1999 on Copyright (Szt.), the website is considered a copyrighted work, and all its parts are protected by copyright. Under Section 16(1) of the Szt., it is prohibited to use the website's graphical and software solutions or computer programs without authorization, or to use any application that can modify the website or its content. Reproducing any materials from the website or its database is only permitted with the written consent of the copyright holder, with proper citation and source attribution. Copyright Holder: MOHAnet Co.Ltd..

Partial Invalidity, Code of Conduct

If any provision of the GTC is legally invalid or unenforceable, the remaining provisions will remain effective. In such cases, the invalid or defective provision will be replaced by the relevant legal provisions.

The Seller does not have a code of conduct as defined by the law on prohibiting unfair commercial practices against consumers.

Operation of Digital Content and Technical Protection Measures

The servers hosting the data displayed on the website have an availability rate of over 99.9% annually.

Regular backups of the entire content are performed, allowing for restoration in case of issues. The data on the website is stored in MSSQL and MySQL databases. Sensitive data is encrypted using robust encryption methods with hardware support integrated into the processors.

Information on Essential Product Characteristics

Information regarding the essential characteristics of products available for purchase can be found in the descriptions on the respective product pages.

Correction of Data Entry Errors – Responsibility for Accuracy

During the ordering process, you have the opportunity to modify the entered data continuously before finalizing the order. Please note that it is your responsibility to ensure that the data you provide is accurate, as billing and shipping will be based on this information. By placing your order, you acknowledge that the Seller is entitled to hold you accountable for any damages or costs incurred due to incorrect data entry. The Seller excludes liability for fulfillment based on incorrect data entry.

Please be aware that providing an incorrect email address or having a full mailbox may result in the failure to deliver the confirmation email and prevent the conclusion of the contract.

Procedure in Case of Incorrect Pricing

An obviously incorrect price is defined as:

- A price displayed as 0 HUF.
- A discounted price that incorrectly reflects the discount (e.g., a product priced at 1,000 HUF offered for 500 HUF with a 20% discount notation).

In the event that an incorrect price is displayed, the Seller will offer the option to purchase the product at the correct price. The Buyer may then decide whether to proceed with the purchase at the actual price or to cancel the order without any negative legal consequences.

Consumer Information Based on Government Decree No. 45/2014 (II.26)

Information Regarding the Consumer's Right of Withdrawal

According to Section 8:1(1) point 3 of the Civil Code, only a natural person acting outside the scope of their trade, independent profession, or business activities qualifies as a Consumer. Therefore, legal entities are not entitled to exercise the right of withdrawal without justification.

Under Section 20 of Government Decree No. 45/2014, the Consumer has the right to withdraw from the contract without providing any reason. The Consumer may exercise this right of withdrawal:

a) In the case of contracts for the sale of goods, the right of withdrawal period starts from the day on which the Consumer or a third party designated by the Consumer (other than the carrier) takes possession of:

- aa) the product,
- ab) if multiple products are ordered in one transaction and delivered at different times, the last product delivered,
- ac) in the case of a product consisting of multiple lots or pieces, the last lot or piece delivered,
- ad) if the product is to be delivered regularly within a specified period, the first delivery.

b) For contracts for the provision of services, the right of withdrawal can be exercised within fourteen days from the day the contract is concluded.

The above provisions do not affect the Consumer's right to exercise their right of withdrawal during the period between the conclusion of the contract and the day the product is received.

If the contract is concluded based on an offer made by the Consumer, the Consumer has the right to withdraw the offer before the contract is finalized, thereby terminating the binding effect of the offer.

Right of Withdrawal, Exercising the Consumer's Right to Withdraw or Terminate

The Consumer may exercise their right, as provided in Section 20 of Government Decree No. 45/2014, by submitting an explicit declaration or by using the withdrawal form available on the website.

Validity of the Consumer's Withdrawal Declaration

The right of withdrawal is considered to have been exercised within the deadline if the Consumer sends their declaration within the 14-day period. The burden of proof that the right of withdrawal was exercised in compliance with these provisions lies with the Consumer.

Upon receiving the Consumer's withdrawal declaration, the Seller must confirm receipt without delay on a durable medium, especially if the right of withdrawal was exercised via the Seller's website.

Seller's Obligations in the Event of Consumer Withdrawal

Seller's Obligation to Refund

If the Consumer withdraws from the contract in accordance with Section 22 of Government Decree No. 45/2014, the Seller must refund the full amount paid by the Consumer, including any costs associated with fulfillment, such as shipping fees, within 14 days of becoming aware of the withdrawal. Please note that this provision does not apply to additional costs incurred if the Consumer chooses a delivery method other than the least expensive standard delivery option.

Method of Refund

In the event of a valid withdrawal or termination under Section 22 of Government Decree No. 45/2014, the Seller will refund the amount using the same payment method used by the Consumer. If the Consumer explicitly agrees, the Seller may use a different payment method for the refund, but no additional fees may be charged to the Consumer as a result. The Seller is not liable for delays caused by incorrect or incomplete bank account details or postal addresses provided by the Consumer.

Additional Costs

If the Consumer expressly chooses a delivery method that is more expensive than the least costly standard delivery method, the Seller is not obligated to refund the resulting additional costs. In such cases, the refund obligation only applies to the general shipping cost.

Right of Retention

The Seller may withhold the refund until the Consumer has returned the product or has provided clear proof of having sent it back, whichever occurs first. The Seller is not obligated to accept packages sent cash-on-delivery or with postage due.

In the case of a contract for the sale of goods, the Seller may retain the refund until the Consumer has returned the product or provided conclusive proof of return, whichever is earlier. However, the Seller does not have the right to withhold the refund if it has agreed to collect the product itself.

Consumer Obligations in Case of Withdrawal or Termination

Returning the Product

If the Consumer withdraws from a contract concluded off-premises or a distance contract, they are required to return the product without delay, but no later than **14 days** from the communication of the withdrawal. The product must be returned to the Seller or to a person authorized by the Seller to receive it, unless the Seller has undertaken to collect the product themselves. The return is considered completed on time if the Consumer sends the product before the 14-day deadline.

The Consumer bears the **direct cost of returning** the product, unless the Seller has agreed to cover this cost. If the product was delivered to the Consumer at the time of concluding an off-premises contract, the Seller must arrange and cover the cost of returning the product if it cannot be returned by postal service due to its nature.

Liability for Diminished Value

The Consumer is responsible for any diminished value of the product resulting from use beyond what is necessary to determine its nature, characteristics, and functionality. However, the Consumer is not liable for diminished value if the Seller has failed to fulfill their obligation to provide information as specified in Section 11 (1)(i) of the Decree.

Costs Associated with Returning the Product

The Consumer is responsible for the cost of returning the product. It should be sent to the Seller's designated address. If the Consumer terminates an off-premises or distance contract related to a service after performance has begun, they must pay a proportionate fee for the services provided up to the point of termination. This proportionate amount is calculated based on the total price, including taxes, as specified in the contract.

If the Consumer proves that the total amount calculated in this way is excessively high, the proportionate amount should be determined based on the market value of the services provided up to the time of termination.

Please note that products sent cash-on-delivery or with unpaid postage will not be accepted.

Consumer Liability for Diminished Value

The Consumer is liable for any decrease in the value of the product if it results from use beyond what is necessary to establish its nature, characteristics, and functionality.

Cases Where the Right of Withdrawal Cannot Be Exercised

The Seller explicitly informs you, as the Buyer, that you cannot exercise your right of withdrawal in the cases specified in Section 29 (1) of Government Decree No. 45/2014:

- a) In the case of a service contract, after the service has been fully performed, if the performance was initiated with the Consumer's explicit prior consent, and the Consumer acknowledged that they would lose their right of withdrawal once the service was fully performed.
- b) For products that are not pre-manufactured, which have been produced according to the Consumer's specifications or clearly tailored to the Consumer's personal needs.
- c) For products that, by their nature, become inseparably mixed with other items after delivery.
- d) For sealed products that are not suitable for return due to health protection or hygiene reasons if the seal was broken after delivery.
- e) In the case of a contract where the business visits the Consumer at the Consumer's explicit request to carry out urgent repair or maintenance work.
- f) For the sale of sealed audio or video recordings, or copies of computer software, if the seal was broken after delivery.
- g) For the supply of digital content not provided on a tangible medium, if performance has begun with the Consumer's explicit prior consent and acknowledgment that they will lose their right of withdrawal once performance has started.

Liability for Defects, Product Warranty, and Guarantee

This section of the consumer information has been prepared in accordance with Section 9 (3) of Government Decree No. 45/2014 (II.26) using Annex 3 of the Decree.

Liability for Defects

When can you exercise your right to liability for defects?

You may enforce a liability for defects claim against the Seller if the Seller has performed defectively, according to the rules of the Civil Code.

What rights do you have under liability for defects?

You can choose from the following options:

Request repair or replacement, unless the option you choose is impossible or would result in disproportionate additional costs for the Seller compared to another option.

If repair or replacement is not possible, you may request a proportional price reduction, or you may repair the defect yourself or have it repaired at the Seller's expense, or, as a last resort, you may terminate the contract.

You may switch from the chosen remedy to another one, but the cost of doing so will be borne by you, unless the change was justified, or the Seller gave a reason for it.

What is the deadline for enforcing your liability for defects claim?

You must notify the Seller of the defect immediately upon discovery, but no later than two months from the date of discovery. However, please note that after two years from the date of performance, you cannot enforce your rights under liability for defects.

If the contract between the Consumer and the business involves a used product, the parties may agree on a shorter limitation period, but it cannot be shorter than one year.

Against whom can you enforce your liability for defects claim?

You can enforce your liability for defects claim against the Seller.

What other conditions apply to enforcing your liability for defects rights?

Within six months of performance, there are no conditions other than notifying the defect if you can prove that the product or service was provided by the Seller. After six months, however, you must prove that the defect existed at the time of performance.

Special Conditions for Used Products

The warranty and liability rights differ from the general rules in the case of used products. For used items, defective performance may still occur, but the Buyer must consider the conditions under which certain defects can be expected. Due to wear and tear, some defects may become more common, and it cannot be assumed that a used product will have the same quality as a new one. Therefore, the Buyer can only enforce their liability rights for defects that go beyond normal wear and tear.

If a used product is defective and the Consumer was informed of the defect at the time of purchase, the Seller has no liability regarding the known defect.

Product Warranty (Termékszavatosság)

When can you exercise your product warranty rights?

In the case of a defect in a movable item (product), you can – at your choice – enforce either a liability for defects claim or a product warranty claim.

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

Under the product warranty, you can only request the repair or replacement of the defective product.

When is a product considered defective?

A product is defective if it does not meet the quality requirements effective at the time of its marketing, or if it does not have the characteristics described by the manufacturer.

What is the deadline for enforcing your product warranty claim?

You can enforce your product warranty claim within two years from the date the product was marketed by the manufacturer. After this period, you lose the right to enforce the claim.

Against whom and under what conditions can you enforce your product warranty claim?

You can enforce your product warranty claim only against the manufacturer or distributor of the movable item. In the case of a product warranty claim, you must prove that the product is defective.

When is the manufacturer (distributor) exempt from product warranty obligations?

The manufacturer (distributor) is exempt from product warranty obligations only if they can prove that:

- The product was not manufactured or marketed in the course of their business activities, or
- The defect was not recognizable at the time of marketing according to the state of science and technology, or
- The defect is due to the application of legal regulations or mandatory official requirements.

The manufacturer (distributor) only needs to prove one of these reasons for exemption.

Please note that you cannot enforce both a liability for defects claim and a product warranty claim simultaneously and in parallel for the same defect. However, if your product warranty claim is successful, you may enforce a liability for defects claim against the manufacturer for the replaced product or repaired part.

Applicable Legislation

The Contract is governed by Hungarian law, and in particular, the following legal regulations apply:

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 No. 151/2003 (IX.22) on Mandatory Warranties for Durable Consumer Goods

Government Decree No. 45/2014 (II.26) on the Detailed Rules of Contracts Between Consumers and Businesses

NGM Decree No. 19/2014 (IV.29) on Procedural Rules for Handling Warranty and Liability Claims for Goods Sold Within Contracts Between Consumers and Businesses

Act LXXVI of 1999 on Copyright

Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information

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 Regulations (EC) No 2006/2004 and (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, GDPR)

Signed: MOHAnet Group Represented by Zoltán Havasi, CEO