Terms and Conditions - EgoShop.hu

The General Terms and Conditions (hereinafter: GTC) contain the general contractual terms and conditions applicable to 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 the provisions and consider them binding on you. This document is not filed; it is concluded exclusively in electronic form (it does not qualify as a written contract) and does not refer to a code of conduct.

The GTC can be downloaded from the following link: **ASZF.pdf**
The Seller reserves the right to unilaterally amend these General Terms and Conditions. An order placed after the amendment constitutes acceptance of these GTC and all amendments in force.
Service Provider's details:
Name of the service provider: BEST LINE Kft.
Registered office of the service provider: 8252 Balatonszepezd, Csokonai utca 9.
Postal address of the service provider: 8252 Balatonszepezd, Csokonai utca 9.
Company registration number: 19-09-524279
Tax number: 12994414-2-19
Name of the authority maintaining the register (court of registration): Veszprém District Court, Company Court
Telephone: +36301526122
Bank account number:
Data protection registration number:
Licence 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 GTC, and for the interpretation of these GTC, Hungarian law shall apply, with particular regard to Act V of 2013 on the Civil Code ("Civil Code"), Act CVIII of 2001 on certain issues relating to electronic commerce and information society services (E-Commerce Act), and the relevant provisions of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the applicable legislation shall apply to the parties without any separate stipulation.

1. CONCLUSION OF THE CONTRACT

These GTC contain the contractual terms and conditions applicable to the contract concluded 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 Customer accepts the communication channel (telephone or e-mail) through which the Seller enables the ordering of the product.

1.2. After placing the Order, any notification received by the Customer by telephone or e-mail 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 Customer. The Customer will be notified of this at the telephone number and/or e-mail address provided in their user account. In such a case, the Seller shall refund to the Customer the purchase price of any products already paid for by the Customer but not confirmed by the Seller.

1.4. The Contract between the Seller and the Customer is concluded when the Customer receives a notification from the Seller by e-mail and/or SMS confirming/finalising the Order, which notification also includes confirmation that the Products ordered by the Customer have been handed over to the courier service.

1.5. If the Customer provides false information when finalising the order, the distance contract between the parties shall not be concluded. In connection with such contracts, the Operator and the Seller exclude all liability.

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 eligibility and access to place an Order and/or the selection and use of certain payment methods if the Customer/Buyer, through their activity 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 provided under the "Contact" section on the product page.

2.3. The prices of the Products on the Website are stated in Hungarian forints (HUF) and include VAT, but do not include any fees for the payment method selected, which the Customer shall pay in addition to the price of the Product 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 bank card payment or bank transfer), the Seller shall not be liable for any additional costs incurred by the Customer that depend on the payment method chosen by the Customer or on the Customer's card-issuing bank (including, but not limited to, exchange rates and other costs). The Customer shall be responsible for the consequences resulting from the selected payment method.

2.6. Information used to describe a Product 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. ASSIGNMENT

The Seller may engage a third party to perform services related to the processing of the Order (delivery, packaging, etc.) without informing the Customer in advance. The Customer's consent is not required for this. However, even in such cases, the Seller remains liable for the performance of its obligations arising from the Contract concluded with the Customer.

4. ORDER

4.1. After placing the selected products in the cart, you may freely modify the contents of the cart. If, after checking the contents, you send the completed cart by "clicking", you order all Products in the cart and accept that placing the order constitutes a transaction involving a payment obligation.
4.2. The data submitted with a particular order may be amended 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 Customer's data permanently, and records their login and order for one year from delivery, but the contract is not considered to have been concluded in writing and is not filed.

4.3. The Customer acknowledges that, after placing the product(s) in the cart, they may only be purchased if the Service Provider has sufficient stock available to fulfil the order.

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

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

4.6. The Service Provider may declare the Customer's order null and void or as not having been concluded, subject to prior notification to the Customer, without either party subsequently having any obligation towards the other based on this, or either party being entitled to make a claim for damages against the other, in the following cases:

4.6.1. If the Customer has selected an online payment method and the financial institution that issued the card does not authorise the transaction, or if the Customer has selected an online payment method and our online payment service provider is unable to process the transaction.

4.6.2. The data provided by the Customer are not true, incomplete, or do not make it possible to fulfil the order
4.6.3. If the Customer does not pay the purchase price of the ordered Product to the Service Provider within 5 days. In this case, the Service Provider is entitled to cancel the order.
4.6.4. The order is placed by an incapacitated person or a minor

4.7. Pursuant to Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, the Customer (if acting as a Consumer) has the right to withdraw from the contract. The Seller provides Customers with this option within 14 days from receipt of the Product. If the total amount of the order has been paid and the Customer has notified the Seller of their intention to withdraw from the contract in due time, the Seller undertakes to refund the purchase price of the Product within no more than 14 days from the Customer's notification. The detailed conditions for exercising the right of withdrawal are set out in the information published on the Website.
The right of withdrawal does not apply to the exceptions set out in Section 29 of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

Withdrawal

4.8. Procedure for exercising the right of withdrawal:
4.8.1 The consumer may exercise their right of withdrawal or termination by using the model withdrawal form or by making an unambiguous statement to that effect. If the Customer wishes to exercise the right of withdrawal, they must send a statement containing their intention to withdraw to one of the following contact details, or they may also withdraw from the purchase in person or verbally:

[Postal address:]
[Email address:]
For this purpose, the Customer may also use the model withdrawal form. In the case of notification by post, the date of posting shall be taken into account; in the case of notification by e-mail or fax, the time when the e-mail or fax was sent shall be taken into account.
4.8.2 In the event of withdrawal, the Customer must 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 is considered to have been met if the Customer sends the Product before the expiry of the 14-day period (i.e. it does not have to arrive within 14 days). In the case of the sale of several Products, where the individual Products are delivered at different times, the Customer may exercise the right of withdrawal within 14 days from receipt of the last Product delivered, or, in the case of a Product consisting of several items or pieces, from receipt of the last item or piece.
4.8.3. The Service Provider is not obliged to reimburse the Customer for any additional costs resulting from choosing a delivery method other than the least expensive standard delivery method offered by the Service Provider.
4.8.4. The Seller is entitled to withhold the reimbursement of the full amount paid by the Customer until the Product has been returned or until the Customer has provided credible evidence that the Product has been sent back.
4.8.5. When making a refund, the Seller shall use the same payment method as was used for the original transaction, unless the Customer expressly consents to another payment method. The Customer shall not incur any additional costs as a result of the refund method used.
4.8.6. The Customer shall be liable for any depreciation resulting from use beyond the use necessary to establish the nature, properties and functioning of the Product.
4.8.7. The Customer may exercise the right of withdrawal even during the period between the date of conclusion of the contract and the date of receipt of the Product. The Customer is responsible for 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 Customer or that have been produced according to the Customer's individual instructions or at their express request,
4.10. The Seller is not obliged to accept the return of Products that the Customer 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 Customer within 15 days, the Seller shall inform the Customer and refund the amount paid for the order within 7 days; this shall be deemed a 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 provided by the Customer to the Seller.

5.2. By concluding the Contract, the Customer 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 Customer grants the Seller and the Operator unlimited 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 Customer is entered into the Operator's/Seller's database and, in accordance with and within the framework of the applicable laws, consents to third parties, namely the Operator's and/or Seller's partners, contacting them: providers offering marketing services or other services, service providers, and other companies with which the Operator/Seller may develop joint sales programmes in relation to the Products.

6. INVOICING – PAYMENT

6.1. All Products available on the [www.webshopneve.hu] website may be purchased online. The Seller provides the parameters and price of the Product in the product description. The prices shown always include Value Added Tax (VAT). The Customer shall bear the costs of network access and other telecommunications services used for the purchase.
6.2. If the Seller confirms the order, such confirmation shall be deemed a request for payment. The Customer is entitled to pay the amount stated in the confirmation within 72 hours of the confirmation, using the selected payment method. If payment is not made within 72 hours, the Seller is entitled to delete the order from its system. The Customer 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 specified in each Order. The Seller shall issue an invoice to the Customer for the Products delivered. The Customer is responsible for providing and, upon receipt, checking 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 Customer's responsibility to provide all data required for the invoice to be issued, accurately and truthfully. If the Customer fails to do so, the Seller cannot be obliged to issue a new invoice.

6.5. The Seller shall primarily send the invoice for the Products sold under the order to the Customer electronically. The issued invoice is available electronically in the Customer's user account and is also sent by electronic message (e-mail) to the e-mail address provided in the user account, and a paper copy is also attached to the Product.

6.6. The Customer is obliged in all cases to keep the personal data provided in their user account and used for invoicing up to date so that the Seller can correctly issue and provide the invoice for each order. The Customer must verify the accuracy of the provided data when placing every order.

6.7. If information related to invoicing in the registered account – including issued invoice(s) – is unavailable for more than forty-eight (48) hours, the Customer may notify the Operator's customer service of this in writing.
6.8 Payment of the price
Payment may be made by advance bank transfer or cash on delivery via 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 typically delivers the Products within 1–15 working days; the Customer may request information about the exact delivery date at 06 (1) 000-0000.
7.2. The Seller undertakes delivery only from door to door. The Customer is responsible for arranging the carrying of the Products into the apartment or property.
7.3. Upon receipt of the Product, the Customer must check the packaging and the integrity of the goods. If the Product arrives damaged, acceptance must be suspended and the Product must be returned with the carrier. By signing the delivery note, the Customer confirms to the Seller and the courier service that the Product is intact. If the Customer accepts the Product and does not indicate upon receipt that the Product is damaged, the Seller shall not subsequently be liable for damage resulting from delivery.
7.4. If damage to the shipment cannot be immediately recognised upon delivery, the damage must be reported to the Seller within the 24-hour forfeiture period following delivery. After this period,

the Seller shall not be liable for damage resulting from delivery.
7.5. The delivery cost is indicated on each Product page. In the case of an order containing multiple items, these amounts are not added together; the total amount of the order shall be taken into account.
7.6. In the case of certain purchases (orders) made through the website, the Hungarian National Tax and Customs Administration may, under the applicable Hungarian legislation, request an EKAER number (Electronic Road Freight Control System) from the Customer. Obtaining the EKAER number is the Customer's (as Consignee's) duty and responsibility. Consequently, the Customer shall be responsible for the consequences and any costs arising from failure to comply with this obligation.

8. WARRANTY AND LIABILITY FOR DEFECTS

8.1 Statutory warranty for defective performance:
8.1.1. In the event of defective performance by the Seller, the Customer may enforce a statutory warranty claim in accordance with the provisions of the Civil Code.
8.1.2. The Customer must notify the Seller of the defect immediately after discovering it, but no later than two months from the date on which the defect was discovered.
8.1.3. In the case of a consumer contract, the Customer may enforce warranty claims within 2 years from the date of receipt in respect of defects that already existed at the time the Product was delivered. After the two-year limitation period, the Customer can no longer enforce the statutory warranty claim.
8.1.4. When enforcing statutory warranty rights, the Customer may request repair or replacement, unless fulfilment of the selected claim is impossible or would result in disproportionate additional costs for the Seller compared with fulfilment of another claim.
8.1.5. If the Customer has not requested or could not request repair or replacement, they may request a proportionate reduction of the consideration, or have the defect repaired at the Seller's expense, or have it repaired by another party, or – as a final remedy – withdraw from the contract.
8.1.6. The Customer may switch from the chosen statutory warranty remedy to another one; however, in such a case, the Customer must bear the costs of the change unless the change was justified or was 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 Customer proves that they purchased the Product from the Seller. After six months from performance, the Customer must prove that the defect recognised by them already existed at the time of performance.
8.2. Product warranty:
8.2.1. A Product is considered defective if it does not meet 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 description provided by the manufacturer. The Customer may enforce a product warranty claim within two years from the date on which the Product was placed on the market by the manufacturer. After this period, the Buyer loses this right.
8.2.2. The Customer may enforce a product warranty claim only against the manufacturer of the movable property or the Seller. In the event of a product warranty claim, the Customer must prove the defect in the Product. The manufacturer (distributor) shall be exempt 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 legislation or a mandatory official requirement.
8.2.3. The Customer may not enforce a statutory warranty claim and a product warranty claim simultaneously or in parallel in respect of the same defect.
8.3. Guarantee:
8.3.1. In the event of defective performance, the Seller shall provide the mandatory 1-year guarantee pursuant to Government Decree 151/2003 (IX. 22.) for durable consumer goods listed in the

annex to the Decree (Products with a value exceeding HUF 10,000).
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 in respect of the same defect.
8.3.3. If the guarantee claim is justified, the Customer may request replacement or repair of the Product. If the Seller is unable to replace the Product due to a lack of stock or another reason, the Customer may request repair or a price reduction, or a refund of the purchase price if neither replacement nor repair nor a price reduction is possible.
8.3.4. If the Customer exercises their right to replacement within three working days from delivery of the Product due to a malfunction, the Seller is obliged to replace the Product, provided that the malfunction prevents normal use.
8.3.5. To report a statutory warranty or guarantee claim regarding purchased Products, please use the 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 specified in the name and description is covered by the contract.

Online dispute resolution platform

The European Commission has established a website where consumers can register, enabling them to resolve disputes related to online purchases by submitting an application, thereby avoiding court proceedings. This allows consumers to enforce their rights without, for example, distance preventing them from doing so.
If you wish to make a complaint concerning a product or service purchased online and do not necessarily wish to take the matter to court, you may use the online dispute resolution mechanism. On the portal, you and the trader against whom you have lodged a complaint can jointly select the dispute resolution body to be 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 Customer upon receipt during home delivery at the place specified in the Order, provided that the Customer has paid the purchase price of the Product. (Proof of this 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 Customer or any third party as a result of the Seller fulfilling any obligation under the Order, nor shall the Seller be liable for any damage arising from the use of the Products after they have been delivered to the Customer.
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. DEFINITIONS

Seller: [COMPANY NAME], registered office: , company registration number: Cg., tax number:, statistical number:
Operator: the operator of the [www.webshopneve.hu] website is [COMPANY NAME], registered office: , company registration number: Cg., tax number:, statistical number:],
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 consequently 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. Orders may be placed and purchases made 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 linked to the Buyer and the data required to place the order, and thereby creating a user account using the provided data.
The user account contains the data and information provided by the Buyer during registration and when placing their order(s), all data and information relating to the order(s) placed by them (including warranty, invoice, etc. relating to the purchased Products), as well as the Products/product lists selected/compiled 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 some or all of the data provided by the Customer are not true, the Operator is entitled to restrict the Customer's access to their user account and/or exclude the Customer from using [www.webshopneve.hu].
A natural person who has reached the age of 18 no later than the date of creation of the account is entitled to create a user account and make purchases on [www.webshopneve.hu].
12.4. Contract – the contract between the Seller and the User placing an order for a Product from the Seller through [www.webshopneve.hu] is concluded without the simultaneous physical presence of the Seller and the Buyer, in accordance with these GTC.

13. GENERAL INFORMATION

13.1. Registration
The Buyer may browse and select products in the online store without registration. Before purchasing, the registration form must be completed (registration) and a password must also be chosen. Providing certain personal data is required for registration. The Buyer may verify 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 displayed data.
13.2. Providing the identifier and password means that the natural person registered through the registration process acts personally in the course of the purchase, while a legal entity or a business organisation without legal personality (organisation) acts through its representative 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 shall be governed by the applicable legal system and legislation of the Republic of Hungary.
Valid from: [DATE]