

# TERMS AND CONDITIONS

manubim.hu and manubim.com

(Last updated: 2021-07-13)

## GENERAL TERMS AND CONDITIONS (GTC)

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# GENERAL TERMS AND CONDITIONS

## I. PREAMBLE

Welcome to our website! Thank you for honoring us with trust by shopping in our webshop.

Should you have any questions in connection with these General Terms and Conditions, use of the webpage, any of the products or shopping procedures, or if you wish to discuss any special demand with us, do not hesitate to contact our colleague by using contact details provided on the website.

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS, CAREFULLY. THE SITE IS A COPYRIGHTED WORK BELONGING TO THE COMPANY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY FOR THE USE OF THE SITE AND SERVICES. BY ACCESSING OR USING THE SITE YOU ARE ACCEPTING THESE TERMS AND CONDITIONS

(ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS AND CONDITIONS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE SITE.

## II. IMPRESSUM, DEFINITIONS, APPLICABLE LAWS

### IMPRESSUM: DATA OF THE SERVICE PROVIDER (SELLER, ENTERPRISE)

**Name:** manuBIMsoft Ltd.

**Registered office:** Kacsá str. 22. II/16., Budapest, Hungary 1027

**Mailing address:** Kacsá str. 22. II/16., Budapest, Hungary 1027

**Registration Authority:** Company Registry Court of Budapest Capital Regional Court

**Corporate registration number:** 01-09-980722

**VAT number:** 23839429-2-41

**EU VAT number:** HU23839429

**E-mail:** info@manubim.com

**Webpage:** www.manubim.hu and www.manubim.com

**Telephone number:** +36 70 776 2622

**Bank address:** CIB Bank

**Bank Account Number – Hungarian Forint (HUF):** 10700244-70537570-51100005

**IBAN Code:** HU42 1070 0244 7053 7570 5110 0005

**Bank Account Number – Euro (EUR):** 10700244-70537570-50000005

**IBAN Code:** HU97 1070 0244 7053 7570 5000 0005

**BIC(SWIFT) Code:** CIBHHUHB

**Data protection registration number:** NAIH-56180

**DATA OF THE HOSTING SERVICE PROVIDER**

**name:** ShopRenter.hu Kft.

**Registered office:** Kassai str 129., Debrecen, Hungary 4028

**Contact details:** +36-1/234-5012, info@shoprenter.hu

**DEFINITIONS**

**3D product configurator:** means an online application for customization, personalization of 3D digital files

**3D model:** means the virtual representation of the 3D digital file

**3D printed product:** means a 3D model turned into a physical object by a 3D printer.

**Digital preview:** the image of the 3D model created by any 3D modeling software (not a photo about the real product)

**Parties:** mean the Seller (We) and Customer collectively

**Consumer:** means any natural person who is acting for purposes that are out of the scope of his trade, profession, or business activity

**Consumer contract:** means any contract to which one of the parties is qualified as a consumer

**Webpage:** mean websites www.manubim.com and www.manubim.hu, which is qualified as means of distance communication

**Contract:** means the contract of sale to be concluded between the Seller and Customer by using the Webpage and electronic mail

**Means of distance communication:** has reference to the means used for making a contractual statement for the conclusion of the contract. Such means include, in particular, forms with or without address, standard mails, advertisements published with an order form in the press, catalogs, telephone, fax, and any device ensuring the internet access

**Distance contract:** means any consumer contract that is concluded under an organized distance sales or service-provision scheme without the simultaneous physical presence of the parties with the exclusive use of means of distance communication

**Product:** means any marketable tangible movable item, indicated in the offer of the Webpage, that is marketed on the Website and intended for sale, can be acquired and forms object of the Contract

**Enterprise/Seller:** means a person acting within the scope of his trade, profession, or business activity

**Customer/You:** means a person entering into the contract and making a bid through the Webpage

**Commercial guarantee in the case of contracts between the consumer and enterprise**

**(hereinafter: consumer contract):** means the compulsory guarantee applicable to consumer contracts specified in the Civil Code and separate legislation

## **APPLICABLE LAWS**

These General Terms and Conditions shall be governed by the laws of Hungary without regard to the conflicts of law principles thereof that would apply the law of any jurisdiction other than Hungary. You agree that any and all disputes arising from or relating to the subject matter of this GTC, including disputes relating to the validity thereof, and any disputes related to the use of the Services, shall be governed by the exclusive jurisdiction and venue of Hungarian courts located Budapest, Hungary. In the case of interpretation disputes, the Hungarian General Terms and Conditions version shall prevail.

The laws specifically applicable to the Contract are as follows:

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 (Civil Code);

Gov. Decree no. 151/2003. (IX. 22.) on compulsory guarantee for certain consumer durables;

Government Decree no. 45/2014 (II.26.) on the detailed rules for contracts between consumers and enterprises;

NGM Decree no. 19/2014. (IV.29.) on the procedural rules for administering guarantee and warranty claims on products sold to consumers under a contract between the consumer and enterprise

### **III. SCOPE, ACCEPTANCE, AND AMENDMENT OF GTC**

The content of the contract to be concluded between us shall be governed by these General Contract Terms and Conditions (hereinafter: GTC) - apart from the provisions of the relevant binding laws - as well as by the information available on the Webpage. Accordingly, this GTC contains the rights and obligations pertinent to You and us, terms of conclusion of the contract, terms of fulfillment, delivery and payment terms, rule of liability rules and the terms for exercising the right of withdrawal.

You are required to gain a proper understanding of the provisions of this GTC prior to finalizing Your order. By shopping in the webshop You shall accept the provisions of this GTC, which shall form an integral part of the contract to be concluded between You and the Seller.

The Seller shall be entitled to amend the provisions of this GTC in accordance with relevant laws.

Please read through the provisions of this GTC carefully before every shopping. Any possible amendment to GTC shall be valid from the publication thereof on the webpage. Any possible amendment shall have no effect on the contracts already concluded until then (confirmed orders).

### **IV. LANGUAGE AND FORM OF THE CONTRACT**

The language of the contracts falling within the scope of this GTC shall be English.

The contracts falling within the scope of this GTC shall not qualify as written contracts; they shall not be registered by the Seller.

### **V. PRICES**

The prices are considered in different currencies (EUR, HUF), which can be set in the header. You can pay in EUR (Euro) or HUF (Hungarian Forint). Please note that the invoice will be issued to the corresponding currency. The prices include the VAT.

Please note that prices may vary on the 3D product configurator! 3D printed product prices depend on the product (3D model) volume, type of materials and finishing used. Therefore, during the modification of these parameters (size, material/color, finishing) the price of the product can vary accordingly.

## VI. HANDLING COMPLAINTS AND REMEDIES

The consumer may submit his/her complaints related to the Seller's activity by using the following contact details:

- **Telephone:** +36 70 776 2622
- **Internet address:** [www.manubim.hu](http://www.manubim.hu) or [www.manubim.com](http://www.manubim.com)
- **E-mail:** [info@manubim.com](mailto:info@manubim.com)

The Seller shall use his best efforts to perform repairs or replacement not later than within fifteen days. Should the consumer disagree with the complaint handling, or if the complaint cannot be investigated the Seller shall draw up minutes without delay on the complaint and his standpoint related thereto, and then the Seller shall hand over or e-mail a copy of the minutes to the consumer. The Seller shall draw up minutes on the consumer's claim submitted and take over the product with any defect falling under guarantee.

In case the consumer dispute between the Seller and consumer is not settled through negotiations, the following remedies are available for the consumer:

Submitting a complaint to the **authorities for consumer protection**. If the consumer detects the violation of his/her consumer rights, he/she shall be entitled to submit a complaint to the authority for consumer protection with competence according to the place of residence of the complainant. Following the review of the complaint, the authority shall decide on the conduction of the consumer protection proceedings.

Any possible disputes arising from the contract shall be governed by Hungarian law; the legal forum with exclusive jurisdiction shall be the court with competence according to the registered office of the seller/enterprise.

## VII. PLATFORM FOR ONLINE DISPUTE RESOLUTION

The European Commission has set up a webpage on which consumers can register; in this way, they will be able to resolve their disputes related to online purchases by completing an application form to avoid judicial proceedings. Consequently, consumers can enforce their rights without being prevented from that e.g. by the distance.

If You intend to make a complaint in relation to any product or service purchased online and You do not want to go to court, then You can use the platform of online dispute resolution.

You and the trader against whom You have lodged the complaint can jointly choose the dispute resolution body to deal with the complaint.

**The platform for online dispute resolution is available on this**

**website:** <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>



## VIII. COPYRIGHTS

Under section 1 (1) of Act LXXVI of 1999 on copyrights (hereinafter: Copyright Act) the website is qualified as a copyrights work, therefore each part thereof falls under copyright protection. Under Section 16 (1) of the Copyright Act, unauthorized use of graphic or software solutions and computer program creations, 3D models as well as use of any application by which the website or any part thereof can be altered is forbidden. Any material can be taken over from the website or the database thereof with the written consent of the rights holder only with reference to the website or by indicating the source. The right holder: manuBIMsoft Ltd. (or Seller's contractual partners).

## IX. THE RIGHT OF ADAPTION

Under Article 29 of Act LXXVI of 1999 on copyrights (hereinafter: Copyright Act) the right holder gives permission to You to adapt 3D models by the 3D product configurator on the webpage. Permission is given specifically and only for order, 3D printed products from Seller – if You can find your adapted 3D model suitable.

You explicitly acknowledge that other consumers may configure similar (or the same) products that You have already done.

You grant Seller the right to take photos of your 3D Printed product (if there are no personal data on the product) and upload them to the webpage in order to ensure quality or improve the User experience, or for advertising purposes.

## X. PRODUCT POLICY

All adapted 3D models (customized 3D printable product by You) should not be or contain abusive, harassing, threatening, defamatory, obscene, fraudulent, deceptive, misleading, offensive, pornographic, rancorous, racist, illegal, or unlawful information.

All adapted 3D models (customized 3D printable products by You) should not be to infringe or infringing on any intellectual property rights. Intellectual property rights mean copyright, patent, registered design, design right, trademark, trade secret, or any other proprietary or industrial right.

You can find detailed descriptions and photos of 3D print materials on the webpage. Please read and watch them attentively, before You place an order. Without limiting the generality of the foregoing, we assume no responsibility or liability for the selection of materials. You maintain sole legal responsibility for the selection of materials that fit the requirements of your specifications and the performance of the 3D Model.

## **XI. INFORMATION ON THE ESSENTIAL PROPERTIES OF THE PRODUCTS**

We provide information on the essential properties of the products to be purchased in the description of each product. The data of products on the page are only for information.

### **GENERAL INFORMATION:**

- images that You can find on the product pages are digital previews and/or sample photos that were taken from similar configured 3D printed products,
- real colors of the 3D printed product may differ from the one you can see on your monitor,
- due to the complexity of the 3D printing technology, it may occur that an order cannot be processed (3D printed) because the digital reality is not always feasible on a one in reality. We will contact you in this case and you can choose to either purchase an appropriate value of the coupon code exchange will be credited or refunded the full amount of the purchase,

### **TECHNICAL INFORMATION:**

- 3D printing layers resolutions are maximum of 200 microns (0.2 mm) or better resolution,
- the expected maximum deviation of dimensions of the 3D printed product from the 3D model is 1mm – regardless of more accuracy may show on the webpage (3D product configurator, cart, saved design, confirmation e-mail, etc),

- if there is no other reference on the product page, the 3D printed products suitable only for decorative purposes, and they are not suited for any other purpose,

**SAFETY INFORMATION:**

- if there is no other reference on the product page, the 3D printed products are not suited to be used as toys, or to be given to children,
- if there is no other reference on the product page, the 3D printed products shouldn't come in contact with food or liquids, or electricity and should be kept away from heat
- in case of products containing magnets (eg. fridge magnet, etc.), please pay attention to magnetic media (hard disks, USB drives, digital cameras, credit cards, audio, and video cassettes, etc), which could be erased or damaged from magnetic fields! Magnets can destroy or influence electronic and mechanical components for example pacemakers, monitors, compasses, phones, smartphones, watches, etc. You should keep a safety distance of 1 meter!

## XII. QUALITY POLICY

3D printed product is considered to be defective if it is generated from a not appropriate 3D printing technology:

- parts of or entire walls of the 3D printed product are not fused and touching,
- deviation of dimensions from the order is bigger than 1 mm,
- printing layers resolution are bigger than 200 microns (0.2 mm),
- printing supports are not removed,
- the printed product is under deformation

3D printed product is not considered to be defective if it is generated from 3D printing technology nature:

- there are visible lines, to the naked eye, from layers after printing,
- there are traces of surface treatment due to the support structures which were used during printing,
- the presence of thin filaments on the surface,
- the internal structure can be visible at plastic materials through the glimpse of light,
- visible distinct lines on the bottom surface of the 3D printed product

## XIII. SEVERABILITY CLAUSE, CODE OF CONDUCT

If this GTC is incomplete in legal terms or invalid, this shall have no effect on the remaining provisions which shall continue to be in force, and the invalid or imperfect terms shall be replaced by the applicable provisions.

The Seller has no code of conduct according to the act on the prohibition of unfair commercial practices.

## **XIV. CORRECTION OF DATA INPUT MISTAKES – LIABILITY FOR THE VERITY OF THE PROVIDED DATA**

When placing Your order, You will have the opportunity to modify the data You have entered all over the procedure, before finalizing the order (by clicking on the browser's Back button the previous page will open, so the entered data can be corrected even if You have already moved on to the next page). Please remember that it is Your responsibility that the data provided by You should be entered correctly since the product will be invoiced and delivered according to the data provided by You. By placing Your order, You will acknowledge that the Seller shall be entitled to pass any damage or cost incurred by him due to Your incorrect input data to You. The Seller refuses to assume liability for performance based on incorrect data input. We call Your attention to the fact that the e-mail address incorrectly provided or the fullness of the data storage behind Your mailbox may give rise to the failure to deliver the confirmation and it may impede the conclusion of the contract.

## **XV. PROCEDURE IN THE CASE OF INCORRECT PRICES**

Sometimes incorrect prices could be displayed on the website, e.g. due to technical failure. In the case of any defective price, we cannot accept the order (Your bid) at the incorrect price, and we are not obliged to sell the product at the incorrect price. No contract shall be concluded between us in the case of a bid made at an incorrect price. If You make a bid at an incorrect price, the system shall automatically confirm it, however, this shall not qualify as acceptance of the bid by us.

It is obvious that the price shown is incorrect, particularly:

- the price 0 €,
- the discounted price indicated incorrectly,
- obviously misspelling price in not a verifiable market price (eg. 10 € instead of 100 €) - except the discounted price

In the case of a bid (order) made at an incorrect price by You, the Seller's colleague shall remind You of the correct price and offer the conclusion of the contract. You shall not be required to make a bid and conclude the contract at the correct price communicated by the Seller, instead of the incorrect one. In such case, no contract shall be entered into between the parties.

## **XVI. USAGE OF THE WEBPAGE. ORDERING PROCEDURE**

You represent and warrant that you are at least 18 years of age, who can form legally binding contracts under applicable law. If you are under 18 years of age, you may use our website only with the involvement of a parent or guardian.

### **SELECTION OF THE PRODUCT**

By clicking on the product categories You can select the required product group and within that the specific products.

There can find two types of products on the webpage:

#### **A) PREFABRICATED PRODUCTS:**

If You click on any particular prefabricated product, You will see its photo, item number, description, and price. In the case of purchase, You are required to pay the price displayed on the website. The products are marked with photos for illustration. The accessories and decoration elements in the photos do not belong to the product unless they are specifically highlighted otherwise in the description. After the selection of the product, You can add it – in discretionary number – to the cart by clicking on the “ADD TO CART” button. Please be advised that we shall not undertake liability for any possible misspelling or incorrect data.

## **B) CUSTOMIZED PRODUCTS, WHICH WILL BE 3D PRINTED AT YOUR REQUEST,**

### **1.) ON THE BASIS OF THE SELECTED OPTIONS ON THE PRODUCT PAGE**

Click on the custom products (such as phone holders, bookends, phone cases, car keychains, family key rings license plate keychains, dog tags, etc) to find the product sample photograph of similar customized 3D printed products, item numbers, descriptions and price. In the case of order, you will need to pay the price indicated on the product page. The accessories and decorative items shown on the photographs are not part of the product unless it is highlighted in the product description. You can place these products directly from the product page to the "Shopping Cart". If you would like to have a unique text on the product you must enter it in the Comment box of the Confirmation Page during the Checkout process.

### **2.) ON THE BASIS OF THE ACCEPTATION OF OUR QUOTE MADE BY YOUR SPECIAL REQUEST SENT ON THE WEB PAGE OR OUR ANY OTHER CONTACTS FORM**

It is possible to send us any of your unique product's wish using any of our forms (pl: custom gift request) or by e-mails. At this point, we will create a 3D model and a custom product page of the product according to your design. On the custom product page, you can find the product's digital preview (image of the 3D model), item number, description, sizes, material, and price. When purchasing you will need to pay the price on the custom product page. You can place these products to the "Shopping Cart" directly from the custom product page. Please note, that Seller is not obliged to make a bid for each request.

### **3.) FROM THE 3D MODEL, THAT YOU CAN CREATE BY THE 3D PRODUCT CONFIGURATOR**

If You click on any particular customized product, You will see its description, informative price and digital previews and/or sample photos which was taken from similar configured 3D printed products. The accessories and decoration elements in the photos do not belong to the product unless they are specifically highlighted otherwise in the description.

By pressing the „LET’S CUSTOMIZE” button the 3D product configurator opens, where You can find the 3D model of customization product. Here You can personalize, customize the 3D model. The possible types of modifications can be different depending on the product: materials, colors, finishings, dimensions, sizes, patterns, texts, painting, sculpture or image pattern. Please note that prices may vary on 3D product configurator. 3D printed product prices depend on the product (3D model) volume, type of materials, and finishing used. After customization of Your product, You can add it – in discretionary number – to the cart by clicking on the “ADD TO CART” button. Minimum requirements to add it to the cart, You can select a material and color for the 3D model. Please be advised that we shall not undertake liability for any possible misspelling or incorrect data.

#### **ADD TO CART**

After selection of the Product, You can add it – in discretionary number – to the cart by clicking on the “ADD to CART” button, which will not give rise to an obligation of purchase or payment by You, since adding to the cart is not be considered as a bid.

We suggest that You should add the product to the cart even if You are uncertain whether to purchase the particular product or not since by doing so You can overview the selected items by a single click and by displaying them on the monitor You can view and compare the items You have in the cart at the given moment. You will be free to change the contents of the cart until finalizing the order by clicking the button “ORDER”; any product can be removed from or add to the cart or You can change the number of selected items at Your discretion.

If You do not want to select any more products, then You should click on the button "CHECKOUT". If You wish to view the selected item again or to add another product to the cart, then You should the button "CONTINUE SHOPPING".

## **CHECKING OUT CART**

While using the website, You can overview the contents of the cart at any time by clicking the "Checking out cart" button at the top of the page. Here You can remove the selected item from the cart. If You do not wish to select and add any more items into the cart, then You can continue to shop by pressing the "GO TO CHECKOUT" button.

## **CHECKOUT PROCESS**

The checkout process has 4 steps:

1 – ENTER DATA: if You are registered yet, but not signed in, you can do it here. You can purchase without registration as a guest as well by filling the "Where can we get it?" data.

2 – DELIVERY METHOD: There You can choose one of the shipping methods. Delivery options may vary, depending on the delivery location. During the purchase process, we only offer the delivery options available for you, so you do not need to pay special attention. The gross shipping fees will be shown as well. Purchasing can continue by pressing the „Go to payment methods" button.

3 – PAYMENT METHOD: There You can choose one of the payment types. Purchasing can continue by pressing the „Go to payment summary" button.

4 – CHECKING DATA: There You can see a summary of the data provided by You earlier, such as contents of the cart, billing and delivery information, and the amount payable by You (these data cannot be changed unless You click on the "Modify" buttons). You can enter the "Note to order" box here if you want custom text on your product and any other special requests (such as shipping comments). If you are ordering more products with custom text, you can enter them here in aggregate.



You can modify the Checkout data as „Enter data”, „Shipping method”, „Payment method” by pressing the „Modify” buttons.

## **XVII. FINALIZING THE ORDER (BID)**

If You have ascertained whether the contents of the cart comply with the items You intended to order and the Your data are correct, then You can close the ordering procedure by clicking on the “ORDER” button. The information displayed on the website by the Seller shall not qualify as an offer to conclude the contract. In respect of the orders falling within the scope of this GTC, You will be qualified as a bidder, and the contract will be concluded if the Seller has accepted the bid that You have made through the webpage.

By pressing the “ORDER” button You will explicitly acknowledge that Your bid shall be considered as made and Your statement – if confirmed by the Seller hereunder – shall give rise to the payment obligation.

## **XVIII. PROCESSING OF THE ORDER, CONCLUSION OF THE CONTRACT**

Following the receipt of the bid sent by the Customer, the Seller shall confirm it without delay via an automatic e-mail to the Customer, which confirmation e-mail shall contain the data provided by You in the course of shopping or the registration (billing and delivery information): order ID and date of the order, list and quantity of the ordered items, price of the products, delivery charge and the payable total amount.

## **XIX. PAYMENT METHODS**

### **A.) ONLINE BANK/CREDIT CARD PAYMENT (CIB BANK)**

Our Webpage (manuBIMsoft Ltd.) is offering its consumers secure bank card payment provided by CIB Bank. The security relies on the separation of data. With the use of the system, the manuBIMsoft Ltd. receives only the quantity of the ordered commodity and the delivery address from the consumer, while CIB Bank the card data on a 256-bit TLS secured payment page. The Webpage (manuBIMsoft Ltd.) will not be informed about the payment-side data content, they are accessible for CIB Bank only. The bank will inform the Webpage (manuBIMsoft Ltd.) if the transaction was successful or not. Your internet browser must support TLS encryption to use the bank card payment solution. The counter-value of the purchased goods, the paid amount will be promptly blocked on your card account.

### **B.) PAYPAL**

When choosing to pay via PayPal, you will be automatically redirected to the PayPal site where you can log in using your existing PayPal account. The total sum (price and shipping) will be displayed again on the PayPal payment page together with the order ID. All the steps are automatized and quick.

### **C.) PAY BY BANK TRANSFER**

When ordering we will send a confirmation email where you can find all the necessary details for bank transfer payment: bank account number, order number (ORDER ID). When choosing to pay by bank transfer please use the below information to make a successful (international) payment. You can conveniently transfer your payments to the bank account below. You need to indicate your ORDER ID in the communication box when transferring!

#### **Bank account details are as follows:**

Bank address: CIB Bank

Account name: manuBIMsoft Ltd.

Account address: Kacsá str. 22. II/16., Budapest, Hungary 1027

Reg. number: 01-09-980722

VAT number: 23839429-2-41

EU VAT number: HU23839429

Bank Account Number – Hungarian Forint (HUF): 10700244-70537570-51100005

IBAN Code: HU42 1070 0244 7053 7570 5110 0005

Bank Account Number – Euro (EUR): 10700244-70537570-50000005

IBAN Code: HU97 1070 0244 7053 7570 5000 0005

BIC(SWIFT) Code: CIBHHUHB

## D.) CASH ON DELIVERY

Under gross 20.000 Ft in the cart, you can pay cash on delivery. It is available only in Hungary.

Handling fees:

- GLS home delivery: gross 490 Ft
- Pick Pack Pont: gross 390 Ft
- Foxpost bank card payment: gross 390 Ft

Please note that 3D printing of customized product(s) can only start after the completion of successful payment so the delivery time shifts accordingly!

# XX. SHIPPING METHODS, FEES

You can choose between **home delivery** or different **parcel (pick-up) points** options. Shipping options may vary, depending on the delivery location. During the purchase process, **we only offer the shipping options available for you**, so you do not need to pay special attention.

## I. HOME DELIVERY

Our international home delivery partners are the GLS General Logistics Systems and Magyar Posta Zrt. For more information click here: [Home delivery by GLS >>](#)

## II. PARCEL (PICK-UP) POINTS

### A.) Foxpost

This is an innovative system. These parcel points are available in 0-24 hours and all 365 days of the year.

### B.) Pick Pack Pont

This alternative parcel delivery service offers cost and time-efficient delivery solutions. There are more than 800 Pick Pack Pont-s available in Hungary.

## SHIPPING FEES

Shipping fees are clearly indicated during the checkout process and depend on the delivery method and product weight.

Please pay attention that customs charges incurred during **shipping outside in EU** are not included in our shipping fee and You shall pay upon receipt! If you choose Euro payment the shipping fees will be calculated from our forint prices with the daily EUR/HUF rate of MNB. The shipping fees below are only for informational purposes.

## GLS HOME DELIVERY FEES

### FEES IN THE EU

Zone	Country	Fee (gross)
MPL home delivery (under 0.5	Albania, Andorra, Austria, Belgium, Bulgaria, Bosnia and Herzegovina, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta,	~10.00 €

kg)	Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland, San Marino, Serbia, Slovakia, Slovenia, Vatican City	
GLS - 1. zone EU	Slovakia, Slovenia, Austria, Czech Republic, Romania, Croatia	~14.50 €
GLS - 2. zone EU	Poland, Germany, Belgium, Netherlands, Luxembourg, Bulgaria	~14.50 €
GLS - 3. zone EU	Denmark, France, Italy, Great Britain, Ireland	~26.90 €
GLS - 4. zone EU	Lithuania, Latvia, Spain, Sweden, Estonia, Greece, Portugal, Finland	~26.90 €
GLS - 5. zone EU	Malta, Gibraltar, Cyprus	~64.00 €
GLS - Hungary	Hungary	~4.20 €

### FEES IN EUROPE (NON-EU COUNTRIES)

Zone	Country	Fee (gross)
GLS - 2 zone Europa	Liechtenstein, Switzerland	~14.50 €
GLS - 3 zone Europa	San Marino, Vatican City, Monaco	~26.90 €

GLS - 4 zone Europa	Norway	~26.90 €
GLS - 5 zone Europa	Serbia, Bosnia and Herzegovina, Montenegro, Iceland, Albania, Macedonia, Kosovo, Faroe Islands, Turkey, Andorra	~64.00 €

## FEES IN THE REST OF THE WORLD

Zone	Country	Fee (gross)
GLS - A zone World	Canada, USA, Mexico	~64.00 €
GLS - B zone World	Ukraine, Kazakhstan, Uzbekistan, Georgia, Azerbaijan, Turkmenistan	~75.00 €
GLS - C zone World	India, China, Japan, South Korea, Thailand, Philippines, Vietnam, Hong Kong	~92.20 €
GLS - D zone World	Egypt, Iraq, Iran, Israel, Qatar, Kuwait, United Arab Emirates, Saudi Arabia, Yemen	~101.50 €
GLS - E zone World	Australia, New Zealand, Malaysia, Indonesia	~112.50 €
GLS - F zone World	Russia, Brazil, Argentina, South Africa, Cuba, Morocco, Uruguay, Paraguay, Chile, Venezuela, Tunisia	~120.30 €

## PARCEL (PICK-UP) POINTS FEES

### PARCEL POINT FEES (AVAILABLE ONLY IN HUNGARY)

Name of Parcel point	Fee (gross)
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Foxpost	~2.85 €
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Pick Pack Pont	~3.20 €
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## XXI. TERM OF FULFILLMENT

We endeavor to dispatch orders in the fastest possible time and in the order in which they are placed. We aim to deliver within 30 days following confirmation of an order unless otherwise agreed. Though we aim to deliver within the communicated time frame, the delivery may take longer due to unexpected events. You explicitly acknowledge that we explicitly exclude the damages liability due to exceeding the delivery time.

## XXII. RESERVATION OF THE RIGHT, OWNERSHIP CLAUSE

It may occur that the production of certain items offered on our website has come to the end. With regard to this fact we reserve the right to reject orders already confirmed, whether in part or in whole. Any partial fulfillment is subject to an agreement with You. In case You have settled the purchase price in advance, the amount shall be returned to You within 5 working days.

## XXIII. OUR LIABILITY

Nothing in this GTC shall exclude or limit Seller's liability with regard to those cases in which it would be unlawful for us to limit or exclude our liability. The Seller accepts liability for damage caused by

our negligence. We do not seek to exclude liability for fraudulent misrepresentation by us or our employees. If we breach these Terms, we shall only be liable for losses which are a reasonably foreseeable consequence of such breach.

Seller is not responsible for indirect losses which are a side effect of the main loss or damage, for example, loss of profits or loss of opportunity; or for failure to deliver the goods or to meet any of our other obligations under this GTC where such failure is due to an event that is beyond our reasonable control (force majeure), which includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident and terrorist activity. Our maximum liability to you for any loss or damage arising in connection with your order on manubim.com or manubim.hu shall be limited to the total price of your order.

#### **LINKS TO OTHER SITES:**

When using a link provided on this site to access another site, you are leaving this site. The site that you will enter is independent of this site and its contents are outside the control of the Seller. By providing the link in this site, no warranty or representation is given concerning the material on the site that you will enter, and Seller expressly disclaims any liability for direct or indirect losses resulting from entering or browsing such site or using the material contained therein, irrespective of the reason for such loss, and irrespective of whether Seller has or ought to have foreseen such loss, including the risk of such loss, by not removing the link from this site or otherwise.

## **XXIV. ORDERING ABROAD**

The Seller does not distinguish customers who use the Website within the territory of Hungary and the European Union. The language of communication and purchase is primarily the Hungarian language, the Seller is not obliged to communicate with the Customer's other language. Unless otherwise stated by Seller, Hungarian VAT is applied to all Products.



## XXV. RESTRICTIONS

We want to provide the best possible online experience. To make this possible we need to ensure that our services run like clockwork. You understand and agree not to (i) post, transmit, redistribute, upload, or promote any communications or content that could harm or negatively impact our business, products or services; (ii) act in a manner or employ any device that restricts, impairs, interferes or inhibits any other user from using or enjoying the manubim.com or manubim.hu site, or which impacts the security of the site, or (iii) employ any device or attempt to use any engine, software, tool, agent, script or other device or mechanism (including without limitation spiders, bots, crawlers, avatars or intelligent agents) to navigate or search the site, or to copy content from the site. We reserve the right to immediately bar access to the site and close the account of any user who violates this provision or any other provision in these terms and conditions.

## PRIVACY POLICY

The manuBIMsoft Ltd. pays particular attention to proceed in the course of its operations in compliance with the General Data Protection Regulation of the European Union ((EU) 2016/679, hereinafter referred to as 'GDPR'), with the Hungarian Data Protection Act (hereinafter referred to as 'Information Act'), with other laws and the established data protection practice of the Hungarian National Authority for Data Protection and Freedom of Information (hereinafter referred to as 'NAIH'). We, therefore, have a policy setting out how your personal data will be processed and protected. Please stay updated to any changes to this Privacy Policy by visiting our website.

# I. CONTROLLER'S DATA

## CONTROLLER'S NAME AND CONTACT DETAILS

**Name of the data controller:** manuBIMsoft Ltd. (hereinafter: Controller)

**Mailing address:** Kacsá str. 22. II/16., Budapest, Hungary 1027

**E-mail address:** info@manubim.com

**Telephone number:** +36 70 776 2622

**Webpage:** www.manubim.hu and www.manubim.com

# II. STATUTORY BACKGROUND, LEGAL GROUND AND PURPOSE OF DATA CONTROLLING PERFORMED ON WEBSITE, SCOPE OF THE CONTROLLED DATA AND DURATION OF DATA CONTROLLING

## INFORMATION ON THE USE OF COOKIES

### What is cookie?

During the visit to the website, the Controller uses so-called cookies. A cookie is an information package comprising of a case and figures which is sent to Your browser by our webpage in order to save certain of Your settings, facilitate the use of our website and enable us to collect some relevant statistic information on our visitors. Cookies do not contain any personal data, thus they are incapable of identifying individual users. Cookies often contain a unique identifier – an encrypted and randomly generated series of numbers – which will be stored on Your computer. Some of the cookies will cease to exist after closing the webpage, while others will be stored for a long time on Your computer.

**Statutory background and legal ground for cookies:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and Act CVIII of 2001 on certain issues of electronic commerce services and information society services. In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent.

**Main characteristics of the cookies used by the website:**

**Cookies strictly necessary for operation:** These cookies are strictly necessary in order to enable You to move around the website and to use its essential features. In the absence of such cookies, several functions of the page will be unavailable for You. Their lifetime is restricted only for the duration of the session.

**Cookies used to enhance user experience:** These cookies collect information about the user's preferences, for instance, what pages he/she visits most often and what kinds of error messages he/she receives from the webpage. Such cookies do not collect any information identifying the user, i.e. they operate with general and anonymous information. We use the data gained from such cookies to improve the performance of the website. Their lifetime is restricted only for the duration of the session.

**RTB customized retargeting cookies:** They may appear for previous visitors or users when browsing on other websites found on Google Display Network or searching for terms related to their products or services.

**Third-party cookies:** Third-party cookies originate from a domain that's different from the website being visited. For example, when you visit our website, we may link to another company's website – like our Facebook or Twitter account, or a video from our YouTube page. We don't control how they use their cookies, so we suggest you check their website to see how they're using them and how you can manage them.

**BLOCK COOKIES?**

If you change your cookie settings in your browser, your experience with us won't be tracked. If you'd like to find out how to stop websites using cookies to remember what sites you visit, choose your browser from the list below:

- Internet Explorer: <https://support.microsoft.com/kb/196955>
- Firefox: <https://support.mozilla.org/HU/kb/Cookies>
- Google Chrome: <https://support.google.com/chrome/bin/answer.py?hl=hu&answer=95647>
- Microsoft Edge: <https://privacy.microsoft.com/en-US/windows-10-microsoft-edge-and-privacy>
- Opera: <https://help.opera.com/Windows/9.63/hu/cookies.html>
- Safari: <https://support.apple.com/kb/PH5042>
- Safari iOS (iPhone, iPad, iPod touch): <https://support.apple.com/hu-hu/HT201265>

Please note, if You disagree with the use of cookies, certain functions will be unavailable for You.

## **DATA CONTROL RELATED TO ORDERING AND BILLING**

### **Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and act C of 2000 on accounting (Accounting Act). In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent, or under section 6 (5) a) of the Information Act – in the case of withdrawal of Your consent - by compliance with the legal obligation set out in the Accounting Act to be fulfilled by the Controller.

### **Purpose of the data control:**

Fulfillment of the obligation to issue bills compliant with laws and to retain the accounting document.

Under section 169 (1)-(2) of the Accounting Act, business associations shall retain the accounting documents for direct or indirect support of bookkeeping records.

**Scope of the data controlled:**

Name, address, phone number, e-mail address, properties of the purchased product and the date of purchase.

**Duration of the data control:**

Under section 169 (2) of the Accounting Act, the issued bills shall be retained for 8 years of the date of issue. Please be advised that in case You withdraw Your consent granted to making out the bill, under section 6 (5) of the Information Act the Controller shall be entitled to retain Your personal data obtained while making out the bill.

## **DATA CONTROL RELATED TO THE SALE OF PRODUCTS**

**Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act). In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent.

**Purpose of the data control:**

In the case of the sale of products the purpose of the data control is to ensure that the ordered items are delivered for You in cooperation with contracted partners and in compliance with Your demands

**Scope of the data controlled:**

Name, address, e-mail address, phone number.

**Duration of the data control:**

The Controller shall handle the personal data until the delivery of goods.

## **DATA CONTROL RELATED TO THE DISPATCH OF NEWSLETTERS**

### **Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and act XLVIII of 2008 on the basic requirements and certain restrictions of commercial advertising activity (Commercial Advert Act). In accordance with section 5 (1) a) of the Information Act and section 6 (1)-(2) of the Commercial Advert Act legal ground for the data control is provided by Your consent.

### **Purpose of the data control:**

The purpose of the data control is to provide You with information about the latest, most favorable or special offers. Please be advised that we place not only the advertisements of the Controller in the newsletter but also those of other business associations, however, we shall not disclose or transfer Your personal data to them.

### **Scope of the data controlled:**

Name, e-mail address, date of subscription.

### **Duration of the data control:**

Until the withdrawal of the consent granted by the data subject.

## **DATA CONTROL ACCOMPANYING THE REGISTRATION**

### **Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and Act V of 2013 on the Civil Code (Civil Code). In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent.

**Purpose of the data control:**

By storing the data provided during the registration the Controller will be able to provide more convenient services (e.g. the data subject shall not be required to provide his personal data again at the next shopping)

**Scope of the data controlled:**

During the data control, the Controller shall handle Your name, address, phone number, e-mail address, properties of the purchased product and the date of purchase.

**Duration of the data control:**

Until the withdrawal of the consent granted by the data subject.

**DATA CONTROL ACCOMPANYING THE ONLINE CONTACT OR REQUEST FOR OFFER****Statutory background and legal ground of data control:**

The background of data control is laid down by act CXII of 2011 on informational self-determination and freedom of information (Information Act) and Act V of 2013 on the Civil Code (Civil Code). In accordance with section 5 (1) a) of the Information Act the legal ground for the data control is provided by Your consent.

**Purpose of the data control:**

By storing the data provided during the online contact with us the Controller will be able to provide more convenient services.

**Scope of the data controlled:**

During the data control, the Controller shall handle Your name, phone number, e-mail address, properties of the product, photo(s) and the date of contact.

**Duration of the data control:**

Until the withdrawal of the consent granted by the data subject.

## III. HIRING DATA PROCESSORS AND THEIR ACTIVITY RELATED TO THE DATA CONTROL

### DATA PROCESSING AIMING AT STORING PERSONAL DATA

#### A.) SHOPRENTER.HU LTD.

Address: 4028 Debrecen, Kassai út 129.

E-mail: [info@shoprenter.hu](mailto:info@shoprenter.hu)

Tel: +36 1 234 5011

Web: <https://www.shoprenter.hu/>

The Data Processor shall perform the storing of personal data according to the written contract concluded with the Controller. The Data Processor shall not be entitled to control personal data.

### DATA CONTROLLING ACTIVITY RELATED TO THE SALE OF GOODS

#### A.) GLS GENERAL LOGISTICS SYSTEMS HUNGARY CSOMAG-LOGISZTIKAI LTD.

Address: 2351 Alsónémedi, GLS Európa u. 2.

E-mail: [connect@glshungary.com](mailto:connect@glshungary.com)

Tel: +36 29 886 660

Web: <https://glsgroup.eu/HU/hu/home>

#### B.) LOTTE KFT.

Address: 1222 Budapest, Nagytétényi út 112.

E-mail: [info@lottehungary.com](mailto:info@lottehungary.com)

Tel: +36 30 694 6004



**C.) MAGYAR POSTA LTD**

Address: 1138 Budapest, Dunavirág u. 2-6.

E-mail: [ugyfelszolgalat@posta.hu](mailto:ugyfelszolgalat@posta.hu)

Tel: +36 1 333 7777

Web: <https://www.posta.hu/>

**D.) SPRINTER FUTÁRSZOLGÁLAT LTD.**

Address: 1097 Budapest, Táblás u. 39.

E-mail: [pickpackpont@sprinter.hu](mailto:pickpackpont@sprinter.hu)

Tel: +36 1 803 6300

Web: <https://www.sprinter.hu/>

**E.) FOXPOST LTD**

Address: 3200 Gyöngyös, Batsányi János utca 9.

E-mail: [info@foxpost.hu](mailto:info@foxpost.hu)

Tel: +36 1 999 0369

Web: <https://www.foxpost.hu/>

The Data Processor shall participate in the delivery of the ordered products under the contract concluded with the Controller. During this the Data Processor may control the customer's name, address and phone number until the ordered products are delivered, thereafter he shall delete the data without delay.

**DATA CONTROLLING ACTIVITY RELATED TO NEWSLETTER**

**A.) SHOPRENTER.HU KFT.**

Address: 4028 Debrecen, Kassai út 129.

E-mail: [info@shoprenter.hu](mailto:info@shoprenter.hu)

Tel: +36 1 234 5011

Web: <https://www.shoprenter.hu/>

## **DATA CONTROLLING ACTIVITY RELATED TO THE ACCOUNTANCY**

### **A.) Webügyvitel Betéti Társaság (accountant)**

Address: 2800 Tatabánya, Boróka utca 7.

E-mail: [bakjanos@helyben-tavban.hu](mailto:bakjanos@helyben-tavban.hu)

### **B.) KBOSS.HU KFT. (online billing)**

Address: 1031 Budapest, Záhony u. 7.

E-mail: [info@szamlazz.hu](mailto:info@szamlazz.hu)

Tel: +36 1 234 5011

Web: <https://www.szamlazz.hu/>

## **DATA CONTROLLING ACTIVITY RELATED TO THE ONLINE CONTACT**

### **A.) COGNITO, LLC**

Address: 929 Gervais Street, Suite D, Columbia, SC 29201

E-mail: [privacy@cognitofirms.com](mailto:privacy@cognitofirms.com)

Tel: 888-499-0856

Web: <https://www.cognitofirms.com>

Data Processor shall perform the storing of personal data such as name, e-mail address, phone number, photo(s). The Data Processor shall not be entitled to control personal data.

### **B.) SMARTSUPP.COM, S.R.O.**

Address: Lidická 20, 602 00 Brno

E-mail: [privacy@smartsupp.com](mailto:privacy@smartsupp.com)

Web: <https://www.smartsupp.com>

Data Processor shall perform the storing of personal data such as name, e-mail address, phone number, photo(s), city, country. The Data Processor shall not be entitled to control personal data.

## IV. DATA SECURITY MEASURES

The Data Processor states that he has taken appropriate security measures in order to protect the personal data against unauthorized access, modification, transfer, disclosure, deletion or destruction, accidental destruction and damage as well as disabled access occurring due to changes to the technology applied.

## V. THE RIGHTS OF THE DATA SUBJECT DURING THE DATA CONTROL

During the data control You shall have the right:

### **Right to access:**

You have the right to request information about the personal data we hold on you at any time. You can contact Manubim and we will provide you with your personal data via e-mail.

### **Right to portability:**

Whenever Controller processes your personal data, by automated means based on your consent or based on an agreement, you have the right to get a copy of your data transferred to you or to another party. This only includes the personal data you have submitted to us.

### **Right to rectification:**

You have the right to request rectification of your personal data if the information is incorrect, including the right to have incomplete personal data completed. If you have a Manubim account you can edit your personal data under your account page.

### **Right to erasure:**

You have the right to erase any personal data processed by Controller at any time except for the

following situations: \*you have an ongoing matter with our Customer Service \*you have an open order which has not yet been shipped or partially shipped \*if you have made any purchase, we will keep your personal data in connection to your transaction for book-keeping purposes

**Your right to object to processing based on legitimate interest:**

You have the right to object to the processing of your personal data that is based on Manubim's legitimate interest. Controller will not continue to process the personal data unless we can demonstrate legitimate grounds for the process which overrides your interest and rights or due to legal claims.

**Right to information:**

Within the duration of the data control You may request the Controller to provide information on Your personal data controlled. The Controller shall inform You in clear form in writing of the data controlled, purpose, legal grounds and duration of the data control, or – in the case of data transfer – of the recipients of the data, purpose of the transfers within the shortest possible time following the submission of the request; however, not later than within 25 days.

**Deadline for action:**

The Controller shall assess the objection within the shortest possible time limit following the submission of the request but not later than within 15 days and shall make a decision on the grounds of the objection and shall notify the applicant of the decision in writing. If the Controller does not fulfill the data subject's request for correction, blocking or deletion, he shall notify the data subject in writing or – with the consent of the data subject – electronically of the factual and legal reasons for the rejection of the request for the correction, blocking or deletion within 25 days following the receipt of the request.

## VI. REMEDIES

If You believe that the Controller has violated any statutory provision pursuant to data control, or if he has refused to fulfill any of Your requests, then You can initiate the proceedings of the National

Authority for Data Protection and Freedom of Information (mailing address: 1530 Budapest, Pf.: 5., E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)) for the termination of the supposed unlawful data control.

We also advise You that in the case of violation of statutory provisions relating to the data control, or if the Controller has not fulfilled any of Your requests, then You may initiate judicial proceedings against the Controller.

## **APPLICATION FOR THE ENTRY INTO THE DATA PROTECTION REGISTER**

Under the provisions of the Information Act, the Controller shall submit reports in the data protection register.

**Data protection registration number:** NAIH-56180

The Controller reserves the right to amend this privacy policy. By using the website following the amendment thereof You shall accept the amended privacy policy. The Controller shall ensure that in the case of amendment the previous version is also available on the website.

# Consumer Information

## **I. RIGHT OF WITHDRAWAL**

### **INFORMATION ABOUT WITHDRAWAL**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **EFFECTS OF WITHDRAWAL**

If you withdraw from this contract, we shall reimburse you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. You shall bear the costs associated with the returning of goods following withdrawal. If returned articles that show signs of usage or that are damaged, the Seller reserves the right to collect a reasonable fee in return for the decline in value.

**Download model withdrawal form:**

[Model withdrawal form \(pdf\)](#)

## II. EXCLUSION OF THE RIGHT OF WITHDRAWAL

Under section 29 Government Decree No. 45 of 2014 (II.26.) the Consumer shall not exercise the right of withdrawal in case of products manufactured according to the instructions or formal request of the Consumer, or in case of products specially customized and personalized according to the instructions of the Consumer.

We hereby explicitly draw Your attention that,

- the products which are ordered on the basis of the selected options on the product pages, and
- the products which are ordered on the basis of the acceptance of our quote made by your special request sent on the web page or our any other contact form, and
- all the 3D models created by the 3D product configurator are customized and personalized according to You,

will be 3D printed explicitly to your request if You place an order. **In this case, You shall not exercise the right of withdrawal.**

If You are dissatisfied with the 3D printed product You shall indicate it to the Seller (info@manubim.com).

If the Seller considered the 3D printed product to be defective – according to the Quality Policy – it will be reprinted or refund.

## III. IMPLIED WARRANTY, PRODUCT GUARANTEE, COMMERCIAL GUARANTEE

Based on the authorization provided in section 9 (3) of Gov. Decree no. 45/2014 (II.26.) this section of the consumer guidelines has been drafted by application of Annex 3 to Gov. Decree no. 45/2014 (II.26.).

## **IMPLIED WARRANTY**

### **When can the implied warranty right be exercised?**

In the event of defective performance, You may enforce Your implied warranty right against the Seller in accordance with the provisions of the Civil Code.

### **What are the rights arising out of the implied warranty rights?**

You may request for repair or replacement, except, if the claim chosen by You is unenforceable or leads to disproportionate additional costs for the Seller compared to other claims.

If You have not requested for repair or replacement, or could not request it, then You may apply for a proportionate discount, You may do repairs/have repairs yourself at the expense of the Seller or - as a last resort - withdraw from the contract.

You may change from one implied warranty right to another, however, the costs of this change shall be borne by You unless it was justified or the Seller made it necessary.

### **What is the deadline for enforcing Your implied warranty claim?**

You shall report the defect immediately after its detection but not later than within two months after the defect was detected. Please note, however, that You may not enforce Your implied warranty claims after a time limitation of two years from the fulfillment of the contract.

### **Against whom can the implied warranty claim be enforced?**

You can enforce Your implied warranty claims against the Seller.



**What are the other conditions for enforcing implied warranty claims?**

The enforcement of implied warranty claims is not subject to any condition other than reporting the defect within six months of fulfillment if You can prove that the product or service was provided by the Seller. However, following the expiry of the 6-month period from fulfillment, You have to prove that the defect detected by You existed at the time of fulfillment.

**PRODUCT GUARANTEE****When can the product guarantee right be exercised?**

In the case of any tangible movable item (product), You may, at Your own discretion, enforce the implied warranty - or product guarantee right.

**What are the rights arising out of the product guarantee?**

You may only request for the repair or replacement of the defective product as part of Your product guarantee right.

**When is the product considered defective?**

A product is considered defective if it does not meet quality requirements at the time of distribution or does not have the characteristics indicated in the manufacturer's specification.

**What is the deadline for enforcing Your product guarantee claim?**

You can enforce Your product guarantee claim within two years from the placement of the product on the market by the manufacturer. Upon the expiration of such time limit such right shall be lost.

**Against whom and under what conditions can You enforce Your product guarantee claim?**

The product guarantee claim can only be enforced against the manufacturer or distributor of the moveable item. When enforcing a product guarantee claim, the defect of the product shall be proven by You.

**When is the manufacturer (distributor) relieved of the obligation of product guarantee?**

The manufacturer (distributor) shall only be exempted from the obligation of product guarantee if he is capable of proving that:

- the product has been manufactured or placed on the market out of the scope of his business activity, or
- the defect could not have been detected at the time of placing on the market according to the state of the science or technology, or
- the defect of the product is due to the application of law or obligatory official specification.

The manufacturer (distributor) has to prove only one sole reason to be relieved of his obligation.

Please note that You cannot enforce both an implied warranty and a product guarantee claim simultaneously for the same defect. In the case of the successful enforcement of Your product guarantee claim the implied warranty on the replaced or repaired product or a part thereof can be enforced against the manufacturer.

**COMMERCIAL GUARANTEE**

**When can the right of commercial guarantee be exercised?**

In the case of defective fulfillment, the obligor shall undertake a commercial guarantee under the contract.

**What are the rights and in what time limit can You exercise them on the basis of the commercial guarantee?**

The cases of the obligatory commercial guarantee are specified by Gov. Decree no. 151/2003. (IX. 22.) on compulsory guarantee for certain consumer durables. In respect of the Products beyond such cases, the Seller shall refuse to undertake a guarantee. If the obligor fails to fulfill his obligations in due time when so requested by the obligee, the guarantee claim may be enforced before the court within three months after the deadline set out in the request even if the guarantee period has already expired. This deadline shall apply with prejudice. The legal provisions on exercising warranty rights shall be duly applied concerning the enforcement of commercial guarantee rights. The guarantee period shall be one year. Such a time limit shall apply with prejudice. The guarantee period shall commence on the day when the consumer goods are delivered for the consumer or put in working order by the enterprise or its agent. In relation to guaranteeing claims beyond one year, You should contact the manufacturer.

**When is the Seller relieved from the obligation of guarantee?**

The Seller shall be exempted from his obligation of guarantee if he can prove that the defect occurred after the performance.

Please note that You cannot enforce both an implied warranty- and a commercial guarantee- or product guarantee- and commercial guarantee claim simultaneously for the same defect, however, You shall have the rights arising from commercial guarantee irrespective of the warranty rights.