

Terms and Conditions - Optika fotonika

Imprint: details of the Service Provider (Seller, Business)

Name: CE Optics Természettudományi Kutató-Fejlesztő Kft.

Registered office: 6725 Szeged, Moszkvai krt. 19.

Postal address: 6725 Szeged, Moszkvai krt. 19.

Registering authority: Company Court of the Metropolitan Court

Company registration number: 06-09-011648

Tax number: 14061682-2-06

Representative: Dr. Áron Sipos

Phone number: +36 30 716 3024

Email: info@optikafotonika.hu

Website: <https://www.optikafotonika.hu>

Hosting provider details

Name: InfoNetfort Kft.

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

Contact: +36-30/530-2953 info@netfort.hu

Website: <https://www.netfort.hu/>

Definitions

Goods: movable items listed in the Website's range and intended for sale on the Website, including goods with digital elements

Goods with digital elements: movable items that contain or are connected to digital content or a digital service in such a way that, without the relevant digital content or digital service, the goods would not be able to perform their functions

Digital content: data produced or supplied in digital form

Parties: the Seller and the Buyer collectively

Consumer: a natural person acting outside the scope of their profession, independent occupation or business activity

Consumer contract: a contract where one of the parties qualifies as a consumer

Functionality: the ability of goods with digital elements, digital content or a digital service to perform functions appropriate to its purpose

Manufacturer: the producer of the Goods; in the case of imported Goods, the importer bringing the Goods into the territory of the European Union; and any person who presents themselves as the

manufacturer by placing their name, trademark or other distinguishing mark on the Goods

Interoperability: the ability of goods with digital elements, digital content or a digital service to work together with hardware and software different from those with which goods, digital content or digital services of the same type are usually used

Compatibility: the ability of goods with digital elements, digital content or a digital service to work together, without the need for conversion, with hardware or software with which goods, digital content or digital services of the same type are usually used

Website: this website, which serves for the conclusion of the contract

Contract: a sales contract concluded between the Seller and the Buyer through the use of the Website and electronic correspondence

Durable medium: any instrument that enables the consumer or business to store data addressed personally to them in a way that is accessible in the future for a period appropriate to the purpose of the data, and allows the unchanged reproduction of the stored data

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

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

Business: a person acting within the scope of their profession, independent occupation or business activity

Buyer/You: the person concluding the contract by making a purchase offer through the Website

Seller: the person concluding the contract by making an invitation to offer through the Website

Guarantee: In the case of contracts concluded between a consumer and a business, meaning consumer contracts, under the Civil Code,

1. a guarantee undertaken for the performance of the contract, which the business voluntarily undertakes for the proper performance of the contract in addition to, or in the absence of, its statutory obligation, and
2. a mandatory guarantee based on law

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

Applicable laws

The Contract is governed by the provisions of Hungarian law, and in particular by the following laws:

- Act CLV of 1997 on Consumer Protection
- Act CVIII of 2001 on certain issues of electronic commerce services and information society services

- Act V of 2013 on the Civil Code
- Government Decree 151/2003 (IX.22.) on mandatory guarantees for durable consumer goods
- Ministry of Justice Decree 10/2024 (VI.28.) on defining the scope of durable consumer goods subject to mandatory guarantee
- Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses
- NGM Decree 19/2014 (IV.29.) on the procedural rules for handling warranty and guarantee claims concerning items sold under contracts between consumers and businesses
- Act LXXVI of 1999 on Copyright
- Act CXII of 2011 on Informational Self-Determination and Freedom of Information
- REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market, and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 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, the General Data Protection Regulation
- Government Decree 373/2021 (VI. 30.) on the detailed rules of contracts between consumers and businesses for the sale of goods and the supply of digital content and digital services

Scope of the GTC

The content of the contract concluded between us is determined, in addition to the provisions of the applicable mandatory laws, by these General Terms and Conditions, hereinafter the GTC. Accordingly, these GTC contain the rights and obligations concerning you and us, the conditions for concluding the contract, performance deadlines, delivery and payment terms, liability rules, and the conditions for exercising the right of withdrawal.

The technical information required for the use of the Website, which is not included in these GTC, is provided by other information available on the Website.

Language and form of the contract

The language of contracts falling within the scope of these GTC is Hungarian.

Contracts falling within the scope of these GTC do not qualify as written contracts, and the Seller does not file them.

E-invoice

Our company uses electronic invoices under Section 175 of Act CXXVII of 2007. By accepting these GTC, you consent to the use of electronic invoices.

Prices

All prices are net prices expressed in the currency specified in the contract, Forint or Euro, increased by the value added tax required by applicable law. Product prices do not yet include delivery costs. The possibility cannot be excluded that, for business policy reasons, the Seller may modify the prices. Price changes do not apply to contracts already concluded. If the Seller has displayed the price incorrectly and an order has been placed for the Goods, but the parties have not yet concluded a contract, the Seller shall proceed according to the "Procedure in the event of an incorrect price" section of the GTC.

Some of our Goods, contrary to the above, include 18% VAT.

Procedure in the event of an incorrect price

The following qualify as obviously incorrectly displayed prices:

- a price of HUF 0,
- a discounted price that is incorrectly displayed compared with the correct discount percentage shown next to the correct original price, for example, in the case of Goods priced at HUF 1,000, while showing a 20% discount, instead of the correct HUF 800, the Goods are incorrectly offered for HUF 500 based on an incorrect calculation and not reduced according to the percentage rate.

In the event of such an incorrect price being displayed, the Seller offers the possibility of purchasing the Goods at the real price. In possession of this information, the Buyer may decide whether to order the Goods at the real price or not to use this option, in which case no contract is concluded between the Parties.

Complaint handling and enforcement options

The consumer may submit a claim relating to the Goods for implied warranty, product warranty or guarantee, or an objection aimed at remedying an individual infringement of rights or interests relating to the conduct, activity or omission of the Seller, or a person acting in the interest or on behalf of the Seller, directly connected with the distribution or sale of goods to consumers, meaning a consumer complaint under the Consumer Protection Act, at the following contact details and in the following ways:

- In writing through the following website: <https://www.optika-fotonika.hu>
- In writing via the following email address: hello@optika-fotonika.hu
- In writing by post: 6725 Szeged, Moszkvai krt. 19.

The Seller is required to handle the consumer's implied warranty, product warranty or guarantee claim not according to the Consumer Protection Act rules on handling consumer complaints, but according to separate laws.

The consumer may communicate their complaint under the Consumer Protection Act, meaning their objection aimed at remedying an individual infringement of rights or interests relating to the conduct, activity or omission of the business, or a person acting in the interest or on behalf of the business, directly connected with the distribution or sale of goods to consumers, excluding implied warranty, product warranty or guarantee claims, orally or in writing to the business.

The Seller examines oral complaints immediately and remedies them where necessary. If the consumer does not agree with the handling of the complaint, or the immediate investigation of the complaint is not possible, the Seller shall immediately draw up minutes of the complaint and its position regarding the complaint. In the case of an oral complaint made in person, the Seller shall provide a copy of the minutes to the consumer on the spot; in the case of an oral complaint communicated by telephone or another electronic communications service, the Seller shall send it to the consumer within 30 days at the latest, at the same time as the substantive response, in accordance with the rules applicable to responses to written complaints. The minutes taken of the complaint must contain the following:

- a. the consumer's name, address or email address,
- b. the place, time and method of submitting the complaint,
- c. a detailed description of the consumer's complaint and a list of documents and other evidence presented by the consumer,
- d. the business's statement on its position regarding the consumer's complaint, if immediate investigation of the complaint is possible,
- e. the signature of the person taking the minutes and, except for oral complaints communicated by telephone or another electronic communications service, the consumer's signature,
- f. the place and time of taking the minutes,
- g. in the case of an oral complaint communicated by telephone or another electronic communications service, the unique identification number of the complaint, and
- h. a warning that if, when the minutes are taken, the consumer does not provide the data under points a) and c), or refuses to sign the minutes, the Seller will disregard the response requirements applicable to written complaints when handling the oral complaint.

If, when making the oral complaint, the consumer does not provide the data under points a) and c) above, or refuses to sign the minutes, the business is not obliged to proceed according to the response requirements applicable to written complaints when handling the oral complaint.

The Seller is obliged, unless a directly applicable legal act of the European Union provides otherwise, to **respond to a written complaint substantively and in writing in a verifiable manner within thirty days of receipt and to take measures to communicate it.** The Seller is obliged to give reasons for its position rejecting the complaint. If the complaint is rejected, the Seller is obliged to inform the consumer in writing about which authority or conciliation board procedure may be initiated, according to the nature of the complaint. The information must also include the registered office, telephone and online contact details and postal address of the competent authority or the conciliation board according to the consumer's place of residence, stay or registered office, and whether the Seller has made a general declaration of submission.

If the Seller provides an electronic interface or form for submitting written complaints, it is obliged to confirm receipt of the written complaint without delay to the email address provided by the consumer.

The Seller is obliged to keep the minutes taken of oral complaints or the written complaint, as well as a copy of its substantive response to the complaint, for three years and to present it at the request of the inspection authority.

If any consumer dispute between the Seller and the consumer is not settled during negotiations, the following enforcement options are available to the consumer:

Consumer protection procedure

A complaint may be submitted to the consumer protection authorities. If the consumer detects a violation of their consumer rights, they are entitled to turn to the consumer protection authority competent according to their place of residence. After examining the complaint, the authority decides on conducting the consumer protection procedure. First-instance consumer protection authority tasks are performed by the capital and county government offices competent according to the consumer's place of residence; their contact details are available here:

Consumer Protection Department of the Budapest Capital Government Office

Address: 1117 Budapest, Prielle Kornélia utca 4/b.

Email: fogyasztovedelem@bfkh.gov.hu

Phone number: +36 1 450 2598

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/budapest/megye/szervezet/fogyasztovedelmi-foosztaly>

Jurisdiction: the territory of Budapest

Consumer Protection Department of the Pest County Government Office

Address: 1072 Budapest, Nagy Diófa u.10-12.

Email: fogyved@pest.gov.hu

Phone number: +36 1 459 4843

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/pest/megye/szervezet/fogyasztovedelmi-foosztaly>

Jurisdiction: Pest County

Consumer Protection Department of the Bács-Kiskun County Government Office

Address: 6000 Kecskemét, Szent István krt. 19/A.

Postal address: 6001 Kecskemét, P.O. Box 189.

Email: fogyasztovedelem@bacs.gov.hu

Phone number: +36 76 795 710

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/bacs-kiskun/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Bács-Kiskun County

Consumer Protection Department of the Baranya County Government Office

Address: 7630 Pécs, Hengermalom u. 2.

Postal address: 7630 Pécs, Hengermalom u. 2.

Email: fogyasztovedelem@baranya.gov.hu

Phone number: +36 72 795 398

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/baranya/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Baranya County

Consumer Protection Department of the Békés County Government Office

Address: 5600 Békéscsaba, József Attila u. 2-4.

Postal address: 5600 Békéscsaba, József Attila u. 2-4.

Email: fogyved@bekes.gov.hu

Phone number: +36 66 546 150

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/bekes/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Békés County

Consumer Protection Department of the Borsod-Abaúj-Zemplén County Government Office

Address: 3527 Miskolc, József Attila u 20.

Email: fogyasztovedelem@borsod.gov.hu

Phone number: +36 46 795 779

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/borsod-abauj-zemplen/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi>

Jurisdiction: Borsod-Abaúj-Zemplén County

Consumer Protection Department of the Csongrád-Csanád County Government Office

Address: 6722 Szeged, Rákóczi tér 1.

Postal address: 6722 Szeged, Rákóczi tér 1.

Email: fogyasztovedelem@csongrad.gov.hu

Phone number: +36 62 680 532

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/csongrad-csanad/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Csongrád-Csanád County

Consumer Protection Department of the Fejér County Government Office

Address: 8000 Székesfehérvár, Honvéd utca 8.

Email: fogyved@fejer.gov.hu

Phone number: +36 22 501 751

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/fejer/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Fejér County

Consumer Protection Department of the Győr-Moson-Sopron County Government Office

Address: 9022 Győr, Türr István utca. 7.

Email: fogyasztovedelem@gyor.gov.hu

Phone number: +36 96 795 950

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/gyor-moson-sopron/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Győr-Moson-Sopron County

Consumer Protection Department of the Hajdú-Bihar County Government Office

Address: 4025 Debrecen, Széchenyi utca 46.

Postal address: 4025 Debrecen, Széchenyi utca 46.

Email: fogyasztovedelem@hajdu.gov.hu

Phone number: +36 52 533 924

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/hajdu-bihar/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Hajdú-Bihar County

Consumer Protection Department of the Heves County Government Office

Address: 3300 Eger, Kossuth L. u. 9.

Postal address: 3301 Eger, P.O. Box 216.

Email: fogyved@heves.gov.hu

Phone number: +36 36 515 469

Fax: +36 36 516 040

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/heves/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Heves County

Consumer Protection Department of the Jász-Nagykun-Szolnok County Government Office

Address: 5000 Szolnok, Indóház u. 8.

Email: jasz.fogyved@jasz.gov.hu

Phone number: +36 56 795 165

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/jasz-nagykun-szolnok/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi>

Jurisdiction: Jász-Nagykun-Szolnok County

Consumer Protection Department of the Komárom-Esztergom County Government Office

Address: 2800 Tatabánya, Bárdos László utca 2.

Email: fogyasztovedelem.meff@komarom.gov.hu

Phone number: +36 34 309 303

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/komarom-esztergom/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es>

Jurisdiction: Komárom-Esztergom County

Consumer Protection Department of the Nógrád County Government Office

Address: 3100 Salgótarján, Karancs út 54.

Email: fogyved@nograd.gov.hu

Phone number: +36 32 511 116

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/nograd/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Nógrád County

Consumer Protection Department of the Somogy County Government Office

Address: 7400 Kaposvár, Vásártéri út 2.

Email: fogyasztovedelem@somogy.gov.hu

Phone number: +36 82 510 868

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/somogy/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Somogy County

Consumer Protection Department of the Szabolcs-Szatmár-Bereg County Government Office

Address: 4400 Nyíregyháza, Hatzel tér 10.

Postal address: 4401 Nyíregyháza, P.O. Box 77.

Email: fogyasztovedelem@szabolcs.gov.hu

Phone number: +36 42 500 694

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/szabolcs-szatmar-bereg/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es>

Jurisdiction: Szabolcs-Szatmár-Bereg County

Consumer Protection Department of the Tolna County Government Office

Address: 7100 Szekszárd, Kiskorzó tér 3.

Email: fogyasztovedelem@tolna.gov.hu

Phone number: +36 74 795 385

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/tolna/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Tolna County

Consumer Protection Department of the Vas County Government Office

Address: 9700 Szombathely, Wesselényi u. 7.

Postal address: 9702 Szombathely, P.O. Box 24.

Email: fogyasztovedelem@vas.gov.hu

Phone number: +36 70 705 1435

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/vas/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-meresugyi-es>

Jurisdiction: Vas County

Consumer Protection Department of the Veszprém County Government Office

Address: 8200 Veszprém, Kistó utca 1.

Postal address: 8200 Veszprém, Kistó utca 1.

Email: fogyasztovedelem@veszprem.gov.hu

Phone number: +36 88 550 510

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/veszprem/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Veszprém County

Consumer Protection Department of the Zala County Government Office

Address: 8900 Zalaegerszeg, Pintér Máté u. 22.

Postal address: 8900 Zalaegerszeg, Pintér Máté u. 22.

Email: fogyasztovedelem.zala@zala.gov.hu

Phone number: +36 92 510 530

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/zala/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

Jurisdiction: Zala County

Court proceedings

The customer is entitled to enforce their claim arising from a consumer dispute before the courts in civil proceedings, in accordance with Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation board procedure

If we reject your consumer complaint, you are entitled to turn to the conciliation board competent according to your place of residence, place of stay or registered office, or to the conciliation board indicated by you in the application. A condition for initiating the conciliation board procedure is that the consumer has directly attempted to settle the disputed matter with the business concerned.

The conciliation board, unless the consumer requests an in-person hearing, holds the hearing online without personal attendance, using electronic means that provide simultaneous audio and visual transmission, hereinafter the online hearing.

The business has a duty to cooperate in the conciliation board procedure. Within this framework, we are obliged to send our response to the conciliation board within the deadline upon the conciliation board's request. With the exception of the application of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, the business is obliged to ensure the participation at the hearing of a person authorised to conclude a settlement. The representative of the business authorised to conclude a settlement is obliged to participate online in the online hearing. If the consumer requests an in-person hearing, the representative of the business authorised to conclude a settlement is obliged to participate in the hearing at least online.

The Seller has not made a general declaration of submission before a conciliation board.

More information about the Conciliation Boards is available here: <https://www.bekeltetes.hu>

Contact details of the territorially competent Conciliation Boards:

Budapest Conciliation Board

Registered office: Budapest

Area of jurisdiction: Budapest

Contact:

Address: 1016 Budapest, Krisztina krt. 99. I. em. 111.

Postal address: 1253 Budapest, P.O. Box 10.

Phone number: +36 1 488 2131

Email: bekelteto.testulet@bkik.hu

Website: bekeltet.bkik.hu

Baranya County Conciliation Board

Registered office: Pécs

Area of jurisdiction: Baranya County, Somogy County, Tolna County

Contact:

Address: 7625 Pécs, Majorossy I. u. 36.

Phone number: +36 72 507 154

Email: info@baranyabekeltetes.hu

Website: baranyabekeltetes.hu

Borsod-Abaúj-Zemplén County Conciliation Board

Registered office: Miskolc

Area of jurisdiction: Borsod-Abaúj-Zemplén County, Heves County, Nógrád County

Contact:

Address: 3525 Miskolc, Szentpáli u. 1.

Phone number: +36 46 501 091

Email: bekeltetes@bokik.hu

Website: bekeltetes.borsodmegye.hu

Csongrád-Csanád County Conciliation Board

Registered office: Szeged

Area of jurisdiction: Békés County, Bács-Kiskun County, Csongrád-Csanád County

Contact:

Address: 6721 Szeged, Párizsi krt. 8-12.

Phone number: +36 62 549 392

Email: bekelteto.testulet@cskik.hu

Website: bekeltetes-csongrad.hu

Fejér County Conciliation Board

Registered office: Székesfehérvár

Area of jurisdiction: Fejér County, Komárom-Esztergom County, Veszprém County

Contact:

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.

Phone number: +36 22 510 310

Email: bekeltetes@fmkik.hu

Website: www.bekeltetesfejer.hu

Győr-Moson-Sopron County Conciliation Board

Registered office: Győr

Area of jurisdiction: Győr-Moson-Sopron County, Vas County, Zala County

Contact:

Address: 9022 Győr, Szent István út 10/a.

Phone number: +36 96 520 217

Email: bekelteto.testulet@gymsmkik.hu

Website: bekeltetesgyor.hu

Hajdú-Bihar County Conciliation Board

Registered office: Debrecen

Area of jurisdiction: Jász-Nagykun-Szolnok County, Hajdú-Bihar County, Szabolcs-Szatmár-Bereg County

Contact:

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Phone number: +36 52 500 710, +36 52 500 745

Email: bekelteto@hbkik.hu

Website: hmbekeltetes.hu

Pest County Conciliation Board

Registered office: Budapest

Area of jurisdiction: Pest County

Contact:

Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.

Phone number: +36 1 792 7881

Email: pmbekelteto@pmkik.hu

Website: panaszrendezes.hu

Conciliation Board procedure in the case of persons not qualifying as consumers

Under the Consumer Protection Act, for the purposes of Conciliation Board proceedings, the following qualify as consumers:

- a civil organisation under a separate law, a church legal entity, condominium or housing cooperative acting for purposes outside its independent occupation and economic activity, which buys, orders, receives, uses or makes use of goods, or is the recipient of commercial communication or an offer relating to goods; furthermore
- a micro, small or medium-sized enterprise, hereinafter collectively SME, which uses a public service, or purchases, uses or makes use of a product within retail activity under the Trade Act, or is the recipient of commercial communication or an offer relating to the product;
- a business qualifying as a customer under Regulation (EU) 2018/302 in the application of Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market, and amending Regulation (EC) No 2006/2004 and Regulation (EU) 2017/2394 and Directive 2009/22/EC, hereinafter Regulation (EU) 2018/302.

The Conciliation Board is entitled to check and examine the existence of consumer status. The procedural rules set out under the Conciliation Board section apply.

Partial invalidity, code of conduct

If any provision of the GTC is legally incomplete or ineffective, the remaining provisions of the contract remain in force, and the provisions of the applicable laws shall apply instead of the ineffective or defective part.

The Seller does not have a code of conduct under the law on the prohibition of unfair commercial practices towards consumers.

Information on the essential characteristics of the Goods

Information on the essential characteristics of Goods available for purchase on the Website is provided in the descriptions shown for each item of Goods.

Correction of data entry errors – responsibility for the accuracy of provided data

During the ordering process, before finalising the order, you continuously have the opportunity to modify the data entered by you. By clicking the back button in the browser, the previous page opens, so the entered data can be corrected even if you have already moved on to the next page. Please note that it is your responsibility to ensure that the data provided by you is entered accurately, as the Goods are invoiced and delivered based on the data you provide. Please note that an incorrectly entered email address or the storage space of the mailbox being full may result in the confirmation not being delivered and may prevent the contract from being concluded. If the Buyer has finalised their order and discovers an error in the provided data, they must initiate the amendment of their order as soon as possible. The Buyer may notify the Seller of the amendment of an incorrect order by a letter sent from the email address provided during the order, or by phone

call.

Restrictions relating to purchase

The webshop serves private individuals, companies and institutions alike.

Use of the website

A significant part of the services of the optika-fotonika.hu webshop is available to all users without registration. However, some services require registration, and then login, to which anyone is entitled in accordance with the GTC. The use of the Webshop's services, including registration and purchase, may take place only with the user's acceptance of these GTC, which the User can do by selecting the checkbox on the form. If the conditions of the GTC are accepted, a contract under these GTC is concluded between the Service Provider and the user of the Webshop.

If the user does not accept the conditions of the GTC, they may not use the services of the Webshop, and therefore may not register or send an order.

Selecting the Goods

By clicking on the product categories on the website, you can select the desired product family and, within that, individual Goods. By clicking on individual Goods, you will find the photo, item number, description and price of the Goods. In the event of purchase, you must pay the price shown on the website. You can only purchase products that have a price. For products without a price, only a request for quotation is possible.

Placing in the cart

After selecting the Goods, you can place any number of Goods in the cart by clicking the "Add to cart" button, without this creating any purchase or payment obligation for you, as placing the Goods in the cart does not qualify as making an offer.

We recommend that you place the Goods in the cart even if you are not sure whether you wish to purchase the given Goods, because this allows you to see with one click which Goods you have selected at that moment, and view and compare them on one screen. The contents of the Cart can be freely modified until the order is finalised, meaning until the "Finalise order" or "Request a quotation" button is pressed. Any Goods can be removed from the cart, new Goods can be added to the cart as desired, and the desired quantity can be changed.

If you place the selected Goods in the Cart, a separate window appears with the text "The Goods have been added to the cart". If you do not wish to select more Goods, click the "Continue to cart" button. If you would like to view the selected Goods again or add further Goods to the cart, click the "Back to Goods" button.

Viewing the Cart

While using the website, you can check the contents of the cart at any time by clicking the "View cart" icon at the top of the website. Here, you have the option to remove the selected Goods from the cart and change the quantity of the Goods. After pressing the "Update cart" button, the system displays the information corresponding to the data changed by you, including the price of the Goods placed in the cart.

If you do not wish to select further Goods and place them in the cart, you can continue the purchase by pressing the "Order" button, or the quotation request by pressing the "Request a quotation" button.

Providing customer data

After pressing the “Order” button, the contents of the cart appear, and, if you purchase the Goods selected by you, the full purchase price payable by you is displayed. In the “Delivery service” box, you must indicate whether you wish to collect the ordered Goods in person, meaning personal collection, or request delivery. In the case of delivery, the system indicates the delivery fee, which you are obliged to pay in the event of an order.

In the “User data” text box, you can enter your email address, and in the “Billing information” text box you can enter your full name, address and phone number. In the “Delivery information” text box, the system automatically stores the data provided during “Billing information”. If you request delivery to a different address, please remove the tick. In the “Comment” text box, you may enter any additional information. The data must also be provided in the case of the “Request a quotation” function.

Reviewing the order

After completing the above text boxes, you can continue the ordering or quotation request process by clicking the “Continue to next step” button, or delete/correct the data entered so far and return to the contents of the Cart by clicking the “Cancel” button. If you click the “Continue to next step” button, you arrive at the “Order review” page. Here you can see a summary of the data previously provided by you, including the Cart contents, user, billing and delivery data, and the amount payable by you. You can no longer change these data here, except by clicking the “Back” button.

Finalising the order or quotation request, making an offer

If you have made sure that the contents of the cart correspond to the Goods you wish to order, and that your data are correct, you can finalise your order by clicking the “Order” button. The information provided on the website does not qualify as an offer by the Seller to conclude a contract. In the case of orders falling within the scope of these GTC, you qualify as the offeror.

By pressing the “Order” button, you expressly acknowledge that your offer is deemed to have been made, and that your declaration entails a payment obligation if confirmed by the Seller in accordance with these GTC. The Seller is obliged to confirm receipt of the order electronically to the Buyer without delay. If this confirmation does not arrive to the Buyer within the expected deadline depending on the nature of the service, but no later than within 48 hours from sending the Buyer’s order, the Buyer is released from the offer commitment or contractual obligation.

In the case of a **request for quotation**, click the “Request a quotation” button. In this case, no payment obligation arises for you.

Order processing, conclusion of the contract

Orders are processed in two stages. You may place an order at any time. First, you receive an automatic confirmation of the order, which only records the fact that your order has arrived through the website, but this confirmation does not qualify as acceptance of your offer. If you notice that the automatic confirmation email contains your data incorrectly, for example name, delivery address, phone number, etc., you are obliged to notify us of this fact without delay by email, while providing the correct data at the same time. If you do not receive the automatic confirmation email within 24 hours of your order, please contact us, as it is possible that your order did not arrive in our system for technical reasons.

After sending your offer, the Seller confirms your offer in a second email. The contract is concluded when the confirmation email sent by the Seller becomes accessible to you in your email system, meaning the second confirmation and acceptance of the offer.

Processing of quotation requests

Quotation requests are processed in two stages. You may submit a request at any time. First, you receive an automatic confirmation of the quotation request, which only records the fact that your quotation request has arrived through the website. Our colleague will soon contact you in writing and provide individual information by email about any custom products, coatings, delivery times and prices.

Payment methods

Bank transfer

You may also settle the price of the Goods by bank transfer.

Bank card payment

If you wish to settle the value of the order upon receipt of the package, choose the “Bank card” payment method.

Collection methods and collection fees

MPL courier service

A convenient and simple parcel collection option. You can pay by bank card or in cash. Delivery can be requested to your home address or even to your workplace. Nationwide coverage. Two delivery attempts in the case of an MPL Business parcel, included in the basic fee.

More information: https://www.posta.hu/kuldemeny_erkezese/haznal_torteno_csomagkezbesites

- Up to 2 kg: HUF 3,990
- Up to 5 kg: HUF 4,190
- Up to 10 kg: HUF 4,990
- Up to 20 kg: HUF 6,690
- Above 20 kg: custom pricing

MPL parcel locker

- 0–20 kg: HUF 2,590

GLS courier service

The Goods are delivered by GLS courier service to the address provided by you.

More information is available here: <https://gls-group.eu/HU/hu/cimzeteknek-nyujtott-szolgalatasok>

- Up to 2 kg: HUF 3,590
- Up to 5 kg: HUF 4,790
- Up to 40 kg: HUF 6,390

- Above 40 kg: custom pricing

GLS parcel locker

The Goods are delivered by GLS courier service to the locker selected by you.

- Up to 5 kg: HUF 2,590
- Up to 40 kg: HUF 4,190
- Above 40 kg: not available

Delivery deadline

The start of the delivery deadline is deemed to be the receipt of our confirmation by the Buyer, but not earlier than when all details of processing the order have been clarified.

We have the right to make partial deliveries.

The delivery time is considered to have been met if the goods have been dispatched on time or if we have informed the buyer that the goods are ready for delivery.

The delivery time may be affected by obstacles occurring at our supplier or subcontractor that are not attributable to us, force majeure events, and the duration of any right of retention we may have.

Force majeure includes strikes, lockouts, official measures, shortages of energy and raw materials, disasters, fires, floods, extraordinary snow obstructions, war and riots.

We have a right of retention as long as the Buyer is in default with any obligation arising from this or another contract between us.

Based on the above, the general performance deadline for the order is the deadline specified in the order confirmation. The Seller provides information by email about any performance deadline that differs from this.

In the event of delay by the Seller, the Buyer is entitled to proceed against the Seller under Act V of 2013 on the Civil Code.

Dispatch of Goods

Unless otherwise agreed in writing, the goods are dispatched using the parcel delivery service selected by the Buyer. We reserve the right to change the delivery route and means if the selected service provider is unavailable or another disruption occurs.

The Buyer must carry out the quantitative and qualitative inspection of the goods immediately after receipt or arrival of the goods.

The Buyer is obliged to object to visible delivery defects without delay to the forwarding company and record these in jointly prepared minutes.

In the event of defective performance, the Buyer notifies our company in writing, on the basis of which we examine the legitimacy of the defect and take action to remedy the defect or replace the product based on a mutual agreement.

Reservation of rights, retention of title

If you have previously ordered Goods and did not accept them during delivery, excluding the case where you exercised your right of withdrawal, or the Goods were returned to the seller marked "Not collected", the Seller makes fulfilment of the order conditional on advance payment of the purchase price and delivery costs.

The Seller may withhold delivery of the Goods until it has made sure that payment of the price of the Goods has been successfully completed using the electronic payment solution, including the case where, in the case of Goods paid by bank transfer, the Buyer transfers the purchase price in the currency of their Member State and, due to currency conversion and bank commissions and costs, the Seller does not receive the full amount of the purchase price and delivery fee. If the price of the Goods has not been paid in full, the Seller may call upon the Buyer to supplement the purchase price.

Sales abroad – prohibition of geo-blocking

The Seller does not distinguish between buyers using the Website within Hungary and buyers outside Hungary but within the territory of the European Union, meaning it does not restrict buyers' access to the website based on their nationality, place of residence or place of establishment. Unless otherwise provided in these GTC, the Seller provides delivery/collection of the ordered Goods within the territory of Hungary.

The language of communication and purchase is primarily Hungarian; the Seller is not obliged to communicate with the buyer in the language of the buyer's Member State.

The Seller is not obliged to comply with non-contractual requirements defined in the national law of the buyer's Member State regarding the relevant Goods, for example labelling or sector-specific requirements, or to inform the buyer about these requirements.

Unless otherwise provided by the Seller, Hungarian VAT is applied to all Goods.

For the purpose of handing over the Goods, the Seller provides non-Hungarian buyers with the same handover options as Hungarian buyers.

If, according to the GTC, the buyer may request delivery of the Goods to the territory of Hungary or to any other European Union Member State, non-Hungarian buyers may also request this using any delivery method indicated in the GTC.

In other cases, the buyer may request to arrange delivery of the Goods abroad at their own expense. Hungarian buyers do not have this right.

The Seller fulfils the order after payment of the delivery fee. If the buyer does not pay the delivery fee to the Seller, or does not arrange their own delivery by the previously agreed date, the Seller terminates the contract and refunds the purchase price paid in advance to the buyer.

Consumer information

Information on the right of withdrawal granted to consumer buyers

Under Section 8:1(1)(3) of the Civil Code, only a natural person acting outside the scope of their profession, independent occupation or business activity qualifies as a consumer, therefore **legal persons may not exercise the right of withdrawal without giving reasons.**

Under Section 20 of Government Decree 45/2014 (II. 26.), the consumer has the right of withdrawal without giving reasons. The consumer may exercise the right of withdrawal

In the case of a contract for the sale of Goods

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

within the deadline calculated from the day on which the consumer or a third party indicated by the consumer other than the carrier receives the Goods, which deadline is **14 calendar days**.

The provisions of this section do not affect the consumer's right to exercise the right of withdrawal specified in this section during the period between the date of conclusion of the contract and the date of receipt of the Goods.

If the consumer made the offer to conclude the contract, the consumer has the right to withdraw the offer before the contract is concluded, which terminates the offer commitment covering the conclusion of the contract.

If the Seller has not informed the consumer about the deadline and other conditions for exercising the right of withdrawal, especially those set out in Section 22 of the Government Decree, and about the model withdrawal form under Annex 2, the withdrawal deadline stated above is extended by 12 months. If the Seller provides the consumer with the information on exercising the right of withdrawal within 12 months after the expiry of the withdrawal deadline, the deadline for withdrawal or termination expires on the 14th day from the communication of this information.

Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses is [available here](#).

Withdrawal declaration, exercising the consumer's right of withdrawal or termination

The consumer may exercise the right granted under Section 20 of Government Decree 45/2014 (II. 26.) by making an unequivocal declaration to this effect, or by using the model declaration that can also be downloaded from the website.

Validity of the consumer's withdrawal declaration

The right of withdrawal is deemed to have been exercised within the deadline if the consumer sends their declaration within the deadline.

In the case of written withdrawal or termination, it is sufficient to send the withdrawal or termination declaration within the deadline.

The consumer bears the burden of proving that they exercised the right of withdrawal in accordance with this provision.

The Seller is obliged to confirm receipt of the consumer's withdrawal declaration on an electronic medium after its arrival.

The Seller's obligations in the event of consumer withdrawal

The Seller's refund obligation

If the consumer withdraws from the contract in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller shall refund the full amount paid by the consumer as consideration, including costs incurred in connection with performance, such as the delivery fee, no later than within fourteen days of becoming aware of the withdrawal. Please note that this provision does not apply to additional costs caused by choosing a mode of transport other than the least expensive standard mode of transport.

Method of the Seller's refund obligation

In the event of withdrawal or termination in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller refunds the amount due to the consumer using the same payment method as the one used by the consumer. Based on the consumer's express consent, the Seller may use another payment method for the refund, but the consumer may not be charged any additional fee as a result. The Seller is not liable for delays resulting from an incorrect and/or inaccurate bank account number or postal address provided by the Consumer.

Additional costs

If the consumer expressly chooses a mode of transport other than the least expensive standard mode of transport, the Seller is not obliged to refund the additional costs resulting from this. In such a case, our refund obligation exists up to the amount of the indicated general delivery fees.

Right of retention

The Seller may withhold the amount due to the consumer until the consumer has returned the Goods or has proven beyond doubt that they have sent them back; the earlier of the two dates must be taken into account. We are unable to accept items sent by cash on delivery or with postage payable by the recipient.

The consumer's obligations in the event of withdrawal or termination

Returning the Goods

If the consumer withdraws from the contract in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the consumer is obliged to return the Goods, or hand them over to the Seller or a person authorised by the Seller to receive the Goods, without delay, but no later than within fourteen days of communicating the withdrawal. The return is deemed to have been completed within the deadline if the consumer sends the Goods before the deadline expires.

Bearing the direct costs related to returning the Goods

The consumer bears the direct cost of returning the Goods. The Goods must be returned to the Seller's address. If the Seller also sells the Goods on business premises and the consumer exercises their right of withdrawal in person at the business's premises, the consumer is entitled to return the goods to the business at the same time. If the consumer terminates a contract for the provision of services concluded off-premises or at a distance after performance has begun, the consumer is obliged to pay the business a fee proportionate to the service performed up to the time of communicating the termination to the business. The amount payable proportionately by the consumer must be determined on the basis of the total amount of consideration, increased by tax, specified in the contract. If the consumer proves that the total amount determined in this way is excessively high, the proportionate amount must be calculated based on the market value of the services performed up to the time of termination of the contract. Please note that we are unable to accept Goods returned by cash on delivery or with postage payable by the recipient.

Consumer liability for depreciation

The consumer is liable for depreciation in the value of the Goods resulting from use exceeding what is necessary to determine the nature, characteristics and functioning of the Goods.

The right of withdrawal may not be exercised in the following cases

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

- a. after the full performance of the service, however, if the contract gives rise to a payment obligation for the consumer, this exception may only be relied on if performance began with the consumer's express prior consent and with the consumer's acknowledgement that they will lose their right of withdrawal once the business has fully performed the contract;
- b. with regard to Goods or services whose price or fee depends on fluctuations in the financial market that cannot be influenced by the business and may occur during the deadline specified for exercising the right of withdrawal;
- c. in the case of non-prefabricated Goods produced on the basis of the consumer's instructions or at the consumer's express request, or in the case of Goods clearly personalised for the consumer;
- d. with regard to perishable Goods or Goods that retain their quality for only a short time;
- e. with regard to sealed Goods that cannot be returned after opening following delivery for health protection or hygiene reasons. We warn you that, in the case of sealed goods that cannot be returned after opening following delivery for health protection or hygiene reasons, use necessary to determine the nature, characteristics and functioning of the Goods results in the loss of the right of withdrawal;
- f. with regard to Goods which, by their nature, become inseparably mixed with other Goods after delivery;
- g. with regard to alcoholic beverages whose actual value depends on market fluctuations that cannot be influenced by the business and whose price was agreed by the parties when concluding the sales contract, but where the contract is performed only after the thirtieth day following conclusion;
- h. in the case of a service contract where the business visits the consumer at the consumer's express request to carry out urgent repair or maintenance work;
- i. with regard to the sale of sealed audio or video recordings and copies of computer software, if the consumer has opened the packaging after delivery;
- j. with regard to newspapers, periodicals and magazines, except for subscription contracts;
- k. in the case of contracts concluded at public auction;
- l. in the case of contracts for accommodation services, except for residential services, transport, car rental, catering or services related to leisure activities, if a performance date or deadline specified in the contract has been set;

- m. with regard to digital content not supplied on a tangible medium, if the Seller began performance with the consumer's express prior consent and the consumer, at the same time as giving this consent, acknowledged that they would lose their right of withdrawal after performance began, and the business sent confirmation to the consumer.

Information on product warranty, implied warranty and guarantee regarding the conformity of goods for consumer contracts

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

The Consumer Information applies only to Buyers qualifying as consumers; the rules applicable to buyers not qualifying as consumers are set out in a separate chapter.

Requirements of contractual performance in the case of consumer contracts

General requirements of contractual performance in the case of goods sold under consumer contracts

The Goods and performance must comply at the time of performance with the requirements set out in Government Decree 373/2021 (VI.30.).

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

- comply with the description, quantity, quality and type specified in the contract, and have the functionality, compatibility, interoperability and other characteristics specified in the contract
- be suitable for any purpose specified by the consumer, which the consumer made known to the Seller no later than at the time of concluding the contract, and which the Seller accepted
- have all accessories and instructions specified in the contract, including installation instructions, setup instructions and customer support, and
- provide the updates specified in the contract.

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

- be suitable for the purposes prescribed for Goods of the same type by law, technical standards or, in the absence of technical standards, the applicable code of conduct
- have the quantity, quality, performance and other characteristics reasonably expected by the Consumer, especially in terms of functionality, compatibility, accessibility, continuity and safety, that are customary for Goods of the same type, taking into account any public statement made by the Seller, its representative or another person in the sales chain regarding the specific characteristics of the Goods, particularly in advertising or on a label

- have the accessories and instructions reasonably expected by the consumer, including packaging and installation instructions, and
- comply with the characteristics and description of the Goods presented as a sample, model or trial version by the business before conclusion of the contract.

The Goods do not have to comply with the above public statement if the Seller proves that:

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

Specific requirements for the contractual nature of performance in the case of goods with digital elements

In the case of goods with digital elements, the Seller must ensure that the consumer is notified of updates to the digital content of the goods or to the related digital service, including security updates, that are necessary to maintain the conformity of the goods, and must ensure that the consumer receives them.

The Seller must make the update available if the sales contract:

- provides for a one-off supply of digital content or a digital service, for the period reasonably expected by the consumer based on the type and purpose of the goods and digital elements, as well as the individual circumstances and nature of the contract; or
- provides for the continuous supply of digital content over a specified period, for a continuous service not exceeding two years, for a two-year period from the performance of the goods.

If the consumer does not install the updates made available within a reasonable time, the Seller is not liable for a defect in the goods if it arises solely from the failure to apply the relevant update, provided that:

1. the Seller informed the consumer of the availability of the update and the consequences of the consumer's failure to install it; and
2. the consumer's failure to install the update or incorrect installation of the update by the consumer was not due to deficiencies in the installation instructions provided by the Seller.

Defective performance cannot be established if, at the time of concluding the contract, the consumer received separate information that a specific characteristic of the goods differed from what is described here, and the consumer separately and expressly accepted this difference when concluding the sales contract.

Requirements of contractual performance in the case of the sale of digital content under consumer contracts

The Seller supplies or provides the digital content to the consumer. Unless the parties agree otherwise, the Seller supplies the digital content to the consumer without undue delay after conclusion of the contract, in the latest version available at the time of concluding the contract.

The service is deemed to have been performed when the digital content, or any solution necessary for accessing or suitable for downloading it, has reached the consumer or the physical or virtual device selected by the consumer for this purpose.

The Seller must ensure that the consumer is notified of updates to the digital content, including security updates, that are necessary to maintain the contractual conformity of the digital content or digital service, and receives them.

If, under the contract, digital content is supplied continuously over a specified period, the contractual conformity of performance with regard to the digital content must be ensured throughout the full term of the contract.

If the consumer does not install the updates made available by the Seller within a reasonable time, the Seller is not liable for a defect in the service if it arises solely from the failure to apply the relevant update, provided that:

- the Seller informed the consumer of the availability of the update and the consequences of the consumer's failure to install it; and
- the consumer's failure to install the update or incorrect installation of the update by the consumer was not due to deficiencies in the installation instructions provided by the Seller.

Defective performance cannot be established if, at the time of concluding the contract, the consumer received separate information that a specific characteristic of the digital content differed from the requirements specified here, and the consumer separately and expressly accepted this difference when concluding the contract.

The Seller performs defectively if the defect in the digital content service arises from improper integration into the consumer's digital environment, provided that:

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

If the contract provides for the continuous supply of digital content or a digital service over a specified period, the Seller is liable for a defect relating to the digital content if the defect occurs or becomes recognisable during the period specified in the contract.

If the contract provides for a one-off supply or a series of individual service acts, until proven otherwise, it must be presumed that a defect recognised by the consumer within one year of the time of performance already existed at the time of performance. However, the Seller does not perform defectively if it proves that the consumer's digital environment is not compatible with the technical requirements of the digital content or digital service, and the consumer was clearly and understandably informed of this before conclusion of the contract.

The consumer is obliged to cooperate with the Seller so that the Seller can determine, using technically available means requiring the least intervention for the consumer, whether the cause of the defect lies in the consumer's digital environment. If the consumer fails to fulfil this cooperation obligation after the Seller has clearly and understandably informed the consumer of this obligation before conclusion of the contract, the consumer bears the burden of proving that:

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

Defective performance of a contract for the sale of goods

The Seller performs defectively if the defect in the goods results from improper installation, provided that:

- a) installation forms part of the sales contract and was carried out by the Seller or under the Seller's responsibility; or
- b) installation had to be carried out by the consumer, and the improper installation resulted from deficiencies in the installation instructions provided by the Seller or, in the case of goods with digital elements, by the provider of the digital content or digital service.

If, according to the sales contract, the goods are installed by the Seller, or the installation is carried out under the Seller's responsibility, performance is deemed to have been completed by the Seller when the installation has been completed.

If, in the case of goods with digital elements, the sales contract provides for the continuous supply of digital content or a digital service over a specified period, the Seller is liable for a defect in the goods relating to digital content if, in the case of continuous supply not exceeding two years, the defect occurs or becomes recognisable within two years of performance of the goods; or, in the case of continuous supply exceeding two years, during the full period of continuous supply.

Implied warranty

In what cases may you exercise your implied warranty rights?

In the event of defective performance by the Seller, you may enforce an implied warranty claim against the Seller according to the Civil Code and, in the case of consumer contracts, according to Government Decree 373/2021 (VI.30.).

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

You may, at your choice, make the following implied warranty claims:

You may request repair or replacement, unless fulfilment of the claim chosen by you is impossible or would involve disproportionate additional costs for the Seller compared with fulfilling another claim. If you did not or could not request repair or replacement, you may request a proportionate reduction of the consideration, or, as a last resort, withdraw from the contract.

You may switch from one chosen implied warranty right to another, but the cost of the switch is borne by you unless it was justified or caused by the Seller.

In the case of consumer contracts, until proven otherwise, it must be presumed that a defect in goods and goods with digital elements recognised within one year of the time of performance already existed at the time of performance of the goods, unless this presumption is incompatible with the nature of the goods or the nature of the defect.

The Seller may refuse to bring the goods into conformity if repair or replacement is impossible, or if it would result in disproportionate additional costs for the Seller, taking into account all circumstances, including the value represented by the Goods in faultless condition and the

seriousness of the breach of contract.

The consumer is also entitled, in proportion to the seriousness of the breach of contract, to request a proportionate reduction of the consideration or terminate the sales contract if:

- the Seller has not carried out the repair or replacement, or has carried it out but has failed to comply partly or fully with the following conditions
 - the Seller must ensure the return of the replaced goods at its own expense
 - if repair or replacement requires the removal of goods that were installed in accordance with the nature and purpose of the goods before the defect became recognisable, the obligation to repair or replace includes the removal of the non-conforming goods and the installation of the goods supplied as a replacement or repaired goods, or bearing the costs of removal and installation.
- the Seller has refused to bring the goods into conformity
- a repeated performance defect has occurred despite the Seller attempting to bring the goods into conformity
- the defect in performance is so serious that immediate price reduction or immediate termination of the sales contract is justified, or
- the Seller has not undertaken to bring the goods into conformity, or it is clear from the circumstances that the business will not bring the goods into conformity within a reasonable time or without significant harm to the consumer's interests.

If the consumer wishes to terminate the sales contract by relying on defective performance, the Seller bears the burden of proving that the defect is insignificant.

The Consumer is entitled to withhold the remaining part of the purchase price, partly or fully in proportion to the seriousness of the breach of contract, until the Seller fulfils its obligations relating to contractual conformity of performance and defective performance.

As a generally applicable rule:

- the Seller must ensure the return of the replaced goods at its own expense
- if repair or replacement requires the removal of goods that were installed in accordance with the nature and purpose of the goods before the defect became recognisable, the obligation to repair or replace includes the removal of the non-conforming goods and the installation of the goods supplied as a replacement or repaired goods, or bearing the costs of removal and installation.

The reasonable deadline available for repairing or replacing the Goods is calculated from the time when the Consumer notified the business of the defect.

The consumer must make the Goods available to the business in order for repair or replacement to be carried out.

The reduction of the consideration is proportionate if its amount equals the difference between the value due to the Consumer in the case of contractual performance and the value of the goods

actually received by the Consumer.

The Consumer may exercise the implied warranty right to terminate the sales contract by a legal declaration addressed to the Seller expressing the decision to terminate.

If defective performance affects only a specified part of the goods supplied under the sales contract, and the conditions for exercising the right to terminate the contract exist in respect of those goods, the Consumer may terminate the sales contract only in respect of the defective goods, but may also terminate it in respect of any other goods acquired together with them if the Consumer cannot reasonably be expected to keep only the goods that conform to the contract.

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

- the Consumer must return the affected goods to the Seller at the Seller's expense, and
- the Seller must refund to the Consumer without delay the purchase price paid for the affected goods as soon as it has received the goods or proof supporting the return of the goods.

The Seller is obliged to draw up minutes of the warranty claim submitted to it by the consumer and provide a copy to the consumer without delay and in a verifiable manner.

If the Seller business is unable to declare whether the consumer's warranty claim can be fulfilled at the time it is submitted, it is obliged to notify the consumer of its position within 8 days in a verifiable manner, including the reason for rejecting the claim if it is rejected and the possibility of turning to a conciliation board.

The Seller must strive to complete repair or replacement within no more than fifteen days. If the duration of repair or replacement exceeds fifteen days, the Seller business is obliged to inform the consumer about the expected duration of the repair or replacement.

Within what deadline may you enforce your implied warranty claim?

You are obliged to report the defect without delay after discovering it. A defect reported within two months of discovering the defect must be regarded as having been reported without delay. Please note, however, that beyond the two-year limitation period from the performance of the contract, you can no longer enforce your implied warranty rights.

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

The limitation period for the implied warranty claim starts again for the part of the Goods affected by replacement or repair. This rule must also be applied if a new defect arises as a result of the repair.

Against whom may you enforce your implied warranty claim?

You may enforce your implied warranty claim against the Seller.

What other condition applies to enforcing your implied warranty rights?

Within one year from performance, there is no other condition for enforcing your implied warranty claim apart from reporting the defect, if you prove that the Goods were provided by the Seller. After one year from performance has elapsed, however, you are obliged to prove that the defect recognised by you already existed at the time of performance.

Specific rules for implied warranty claims in the case of digital content supply

The consumer is also entitled, in proportion to the seriousness of the breach of contract, to request a proportionate reduction of the consideration or terminate the contract for the supply of digital content if:

- a. repair or replacement is impossible, or would result in disproportionate additional costs for the Seller;
- b. in the case of exercising the implied warranty right to repair or replacement, the Seller does not bring the performance into conformity free of charge within a reasonable time from the consumer's notification of the defect, without causing significant inconvenience to the consumer and taking into account the nature and purpose of the digital content or digital service;
- c. a repeated performance defect has occurred despite the business attempting to bring the goods into conformity;
- d. the defect in performance is so serious that immediate price reduction or immediate termination of the contract is justified; or
- e. the Seller has not undertaken to bring the service into conformity, or it is clear from the circumstances that the business will not bring the service into conformity within a reasonable time or without significant harm to the consumer's interests.

In the case of exercising the implied warranty right to repair or replacement, the Seller is obliged, without causing significant inconvenience to the consumer and taking into account the nature and purpose of the digital content or digital service, to bring the performance into conformity free of charge within a reasonable time from the consumer's notification of the defect.

In the case of exercising the implied warranty right to repair or replacement, depending on the technical characteristics of the digital content, the Seller may choose the method of bringing the digital content into conformity.

The reduction of the consideration is proportionate if its amount equals the difference between the value due to the consumer in the case of contractual performance and the value of the service actually provided to the consumer.

If the contract provides for a continuous service supplied over a specified period, the proportionate reduction of the consideration must apply to the period during which the service was not contractual.

If the consumer wishes to terminate the contract by relying on defective performance, the Seller bears the burden of proving that the defect is insignificant.

If the Seller supplies digital content or undertakes to do so, and the consumer provides only personal data or undertakes to provide such data to the Seller, the consumer is entitled to terminate the contract even in the case of an insignificant defect, but may not request a proportionate reduction of the consideration.

The consumer may exercise the implied warranty right to terminate the contract by a legal declaration addressed to the Seller expressing the decision to terminate.

If the Seller does not perform, the consumer is obliged to call upon the Seller to perform. If, despite the consumer's request, the Seller fails to supply or provide the digital content without delay or within the additional deadline accepted by the parties, the consumer may terminate the contract.

The consumer may terminate the contract without calling upon the Seller to perform if:

- the Seller has not undertaken to supply the digital content, or it is clear from the circumstances that it will not supply the digital content; or
- based on the agreement of the parties or the circumstances of concluding the contract, it is clear that performance at a specified time is essential for the consumer and the Seller fails to perform at that time.

In the event of termination of the contract, the Seller is obliged to refund the full amount paid by the consumer as consideration.

However, if the performance was contractual for a specified period before termination of the contract, the consideration due for that period does not have to be refunded. In the latter case, the part of the consideration relating to the period of non-contractual performance must be refunded, as well as the consideration paid in advance by the consumer that would have been due for the remaining period of the contract had the contract not been terminated.

If the consumer is entitled to a proportionate reduction of the consideration or to terminate the contract, the Seller is obliged to fulfil its refund obligation without delay, but no later than within fourteen days of becoming aware of the exercise of this right.

The business refunds the amount due to the consumer using the same payment method as the one used by the consumer. Based on the consumer's express consent, the Seller may use another payment method for the refund, but the consumer may not be charged any additional fee as a result.

The costs relating to the refund are borne by the Seller.

In the event of termination of the contract, the Seller may prevent the consumer from continuing to use the digital content, in particular by making the digital content or digital service inaccessible to the consumer, or by disabling the consumer's user account.

In the event of termination of the contract, the consumer is obliged to refrain from using the digital content and from making it available to third parties.

If the digital content was supplied on a physical data carrier, at the Seller's request communicated within fourteen days of becoming aware of the termination, the consumer is obliged to return the physical data carrier to the Seller without delay at the Seller's expense.

The consumer is obliged to pay a fee proportionate to the contractually performed service for the use of the digital content for the period preceding termination of the contract.

Product warranty

In what cases may you exercise your product warranty rights?

In the event of a defect in movable property, meaning Goods, you may, at your choice, enforce an implied warranty claim or a product warranty claim according to the rules of the Civil Code.

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

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

In what case are the Goods considered defective?

Goods are defective if they do not meet the quality requirements in force when they were placed on the market, or if they do not have the characteristics stated in the description provided by the

manufacturer.

Within what deadline may you enforce your product warranty claim?

You may enforce your product warranty claim within two years from the Goods being placed on the market by the manufacturer. After this deadline, you lose this right.

Against whom may you enforce your product warranty claim?

You may exercise your product warranty rights against the producer or distributor of the product, hereinafter collectively the manufacturer.

What rule of proof applies when enforcing a product warranty claim?

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

In what case is the manufacturer exempt from its product warranty obligation?

The manufacturer is exempt from its product warranty obligation if it can prove that:

- it did not manufacture or place the Goods on the market within the scope of its business activity, or
- the defect was not recognisable according to the state of science and technology at the time of placing the Goods on the market, or
- the defect of the Goods results from the application of a law or mandatory authority regulation.

It is sufficient for the manufacturer to prove one reason for exemption.

Please note that, due to the same defect, you may enforce an implied warranty claim against the business and a product warranty claim against the manufacturer at the same time, in parallel. However, if your product warranty claim is successfully enforced, you may thereafter enforce your implied warranty claim regarding the replaced product or the repaired part of the product only against the manufacturer.

Guarantee

In what cases may you exercise your guarantee rights?

Under Government Decree 151/2003 (IX. 22.) on mandatory guarantees for certain durable consumer goods, the Seller is obliged to provide a guarantee in the case of the sale of new durable consumer goods listed in Annex 1 to Ministry of Justice Decree 10/2024 (VI.28.) on defining the scope of durable consumer goods subject to mandatory guarantee, for example technical products, tools and machines, as well as their accessories and components within the scope specified there, hereinafter referred to collectively in this section as consumer goods.

The list of consumer goods subject to mandatory guarantee can be found here: [Ministry of Justice Decree 10/2024 \(VI. 28.\) on defining the scope of durable consumer goods subject to mandatory guarantee.](#)

Rights arising from the guarantee may be enforced with a guarantee certificate, or, as detailed in this section, with proof of payment of the consideration. The Seller is not obliged to issue or provide a guarantee certificate to the consumer if the sale price of the consumer goods does not

exceed HUF 100,000. In this case, rights arising from the guarantee may be enforced with proof of payment of the consideration.

Irregular issuance of the guarantee certificate or failure to provide the guarantee certificate does not affect the validity of the guarantee.

If the guarantee certificate is not provided to the consumer, conclusion of the contract must be considered proven if the consumer presents proof of payment of the consideration, meaning an invoice or receipt issued under the VAT Act. In this case, rights arising from the guarantee may be enforced with proof of payment of the consideration.

Fulfilling a guarantee claim is not conditional on returning the opened packaging of the consumer goods.

What rights do you have and within what deadline in the case of mandatory guarantee?

Guarantee rights

Based on the Buyer's guarantee rights, the Buyer may request repair or replacement, may request a price reduction in cases provided by law, or, as a last resort, may withdraw from the contract if the obligor has not undertaken repair or replacement, cannot fulfil this obligation within an appropriate deadline while protecting the interests of the entitled party, or if the entitled party's interest in repair or replacement has ceased.

The Buyer may submit their guarantee claim, at their choice, directly at the Seller's registered office, at any premises or branch office of the Seller, and at the repair service indicated by the Seller on the guarantee certificate.

Enforcement deadline

The guarantee claim may be enforced during the guarantee period. The duration of the guarantee under Government Decree 151/2003 (IX. 22.) is:

- a. two years for a sale price reaching HUF 10,000 but not exceeding HUF 250,000,
- b. three years above a sale price of HUF 250,000.

Failure to comply with these deadlines results in loss of rights; however, in the case of repair of the consumer goods, the duration of the guarantee is extended from the day of handing over for repair by the time during which the Buyer could not use the consumer goods as intended due to the defect.

The guarantee period starts when the consumer goods are handed over to the Buyer, or, if installation is carried out by the Seller, its agent or another person entitled to install, on the day of installation.

If the Buyer has the consumer goods installed more than six months after delivery, the start date of the guarantee period is the day on which the consumer goods were handed over.

Rules relating to handling guarantee claims

The Seller must strive to complete repair or replacement within 15 days.

If the duration of repair or replacement exceeds fifteen days, the Seller is obliged to inform the Buyer about the expected duration of the repair or replacement. By accepting the GTC, the Buyer consents to receiving this information electronically or by another method suitable for proving receipt by the consumer.

If, in the event of a defect in the consumer goods during the guarantee period, it is established by the Seller that the consumer goods cannot be repaired, unless otherwise requested by the buyer, the Seller is obliged to replace the consumer goods within eight days. If replacement of the consumer goods is not possible, the business is obliged to refund to the consumer within eight days the purchase price shown on the guarantee certificate or, in the absence of this, on the proof of payment of the consideration for the consumer goods presented by the consumer, meaning an invoice or receipt issued under the VAT Act.

If the Seller cannot repair the consumer goods within 30 days:

If the repair of the consumer goods is not carried out by the thirtieth day from communication of the guarantee claim to the Seller, unless otherwise requested by the consumer, the Seller is obliged to replace the consumer goods within eight days after the unsuccessful expiry of the thirty-day deadline. If replacement of the consumer goods is not possible, the Seller is obliged to refund to the consumer, within eight days after the unsuccessful expiry of the thirty-day repair deadline, the purchase price shown on the guarantee certificate or, in the absence of this, on the proof of payment of the consideration for the consumer goods presented by the consumer, meaning an invoice or receipt issued under the VAT Act.

If the consumer goods become defective for the 4th time during the guarantee period, unless otherwise requested by the consumer, the Seller is obliged to replace the consumer goods within eight days. If replacement of the consumer goods is not possible, the business is obliged to refund to the consumer within eight days the purchase price shown on the guarantee certificate or, in the absence of this, on the proof of payment of the consideration for the consumer goods presented by the consumer, meaning an invoice or receipt issued under the VAT Act.

Consumer goods subject to mandatory guarantee that are fixed-connected, or heavier than 10 kg, or cannot be transported as hand luggage on public transport, with the exception of vehicles, must be repaired at the place of operation. If the repair cannot be carried out at the place of operation, the business, or in the case of a repair claim enforced directly with the repair service, the repair service, shall arrange disassembly and reassembly, as well as transport and return transport.

The Seller is obliged to draw up minutes of the guarantee claim submitted to it by the consumer and provide a copy to the consumer without delay and in a verifiable manner.

If the Seller business is unable to declare whether the consumer's guarantee claim can be fulfilled at the time it is submitted, it is obliged to notify the consumer of its position within 8 days in a verifiable manner, including the reason for rejecting the claim if it is rejected and the possibility of turning to a conciliation board.

Exceptions from the guarantee

The requirements set out under the section "Rules relating to handling guarantee claims" do not apply to electrical technical goods.

For these Goods, however, the Seller is also obliged to strive to fulfil the repair claim within 15 days.

If the duration of repair or replacement exceeds fifteen days, the Seller is obliged to inform the Buyer about the expected duration of the repair or replacement.

What is the relationship between guarantee and other warranty rights?

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

Replacement claim within three working days

The institution of replacement claims within three working days also applies in the case of sales through a webshop for new durable consumer goods. If the consumer enforces a replacement claim within 3 working days from purchase or installation due to a defect in the consumer goods, the Seller may not rely on disproportionate additional costs under Section 6:159(2)(a) of Act V of 2013 on the Civil Code, and is obliged to replace the consumer goods within eight days, provided that the defect prevents intended use. If replacement of the consumer goods is not possible, the Seller is obliged to refund to the consumer without delay the purchase price shown on the guarantee certificate or, in the absence of this, on the proof of payment of the consideration for the consumer goods presented by the consumer, meaning an invoice or receipt issued under the VAT Act.

When is the Seller exempt from its guarantee obligation?

The Seller is exempt from its guarantee obligation only if it proves that the cause of the defect arose after performance.

Please note that, due to the same defect, you may enforce implied warranty and guarantee claims, as well as product warranty and guarantee claims, at the same time, in parallel. However, if you have once successfully enforced a claim arising from defective performance for a given defect, for example if the business replaced the product, you may no longer make a claim on another legal basis for the same defect.