

GENERAL TERMS AND CONDITIONS

Please find all relevant information about shopping at TATIKASHOP Kft below.

1. Company information

Name: TATIKASHOP Kft.

Registered office (and the place where complaints can be filed): *1158 Budapest, Klebelsberg Kunó utca 5.*

Contact information, the email address to be used to contact the company:

tatikashop@gmail.com

Company registration number: *01-09-373616*

VAT identification number: *24981880-2-10*

Court of registry: *Company Registry Court of Budapest*

Telephone number: *+36 30 979 1241*

The Language of the Contract: *Translated from Hungarian to English*

Web hosting service provider: *www.shopify.com*

2. Basic provisions:

In matters not regulated by these General Terms and Conditions, as well as regarding the interpretation of these Terms and Conditions the laws of Hungary shall prevail, in particular Act V. of 2013 on the Civil Code of Hungary, Act CVIII of 2001 on certain issues of electronic commerce services and information society services and government decree 45 of February 26, 2014 on the detailed rules governing contract concluded between consumers and businesses. The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.

2.1. The General Terms and Conditions shall enter into force on 08/05/2017, and shall remain in force until terminated. The General Terms and Conditions may be amended by the Company unilaterally. The Company shall publish any amendments on its website 11 (eleven) days before they enter into force, and the Users shall accept that all provisions regarding the use of the website automatically apply to them.

2.2. Upon entering the website or reading the content of the website operated by the Company the User – regardless of whether they are registered on the website or not – consent to being bound by the content of the Agreement. Should the User not accept the terms and conditions, User shall not be eligible to view the content of the website.

2.3. The Company reserves all rights in connection to the website, any of its parts and content appearing on the website as well as sharing and promoting the website. It is absolutely forbidden to download, electronically store, process, or sell any content published on the website or any aspect of the content without the written consent of the Company.

3. Registration/purchase/entering into a contract

Displaying the products on the website of the shop does not constitute a legally binding offer, but a non-binding online catalogue.

The products can only be ordered online.

The prices are in Euro, and include VAT as required by law, but do not include shipping. No additional packaging fee will be charged.

In the web shop, the Company details the photo, the name and description of the product. The images of the product may differ in colour from those of the actual product.

The Company shall inform the Customer of sales promotions including their duration.

Should the wrong price be displayed in the web shop – despite the due diligence of the Company – with special regard to prices that are clearly incorrect, e.g. significantly different from the usual, generally accepted or expected price of the product, the price appearing on the site is HUF 0 or HUF 1, the Company is not required to sell the product at the wrong price, but has the right to offer the product at its correct price, in which case the Customer has the right to refuse to make the purchase.

In the case of an incorrect price there is a noticeable mismatch between the true and the indicated price of the product, which the average consumer should immediately realize. Pursuant to Act V of the Civil Code of 2013 (Civil Code), the contract shall be concluded by the mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms and conditions of the contract, i.e. there is no mutually agreed statement on the will of the parties, it is not possible to speak of a valid contract that would give rise to rights and obligations. Consequently, an order that has been confirmed at the wrong/erroneous price is considered to be null and void.

4. The Ordering Process

User enters web shop with or without registration.

User selects the number of products he/she wants to buy.

User can order products by placing them in the basket. Users can place the item he/she wants to put in the basket by clicking on the "basket" icon.

By clicking on the basket icon in the upper right corner, and then on the basket button, you can check the items in the basket, you can change the quantity or delete any items. User can check the exact shipping cost under Basket.

User can continue by clicking on the „proceed to checkout” button.

User can provide payment address and delivery address and select method of payment at the checkout.

5. Delivery methods:

Hungary: collect in person or delivery by post

Rest of the world: delivery by post

Delivery is generally by FEDEX

6. Payment methods:

Pay by bank transfer:

The User must transfer the value of the ordered products to the bank account specified by the Seller.

Pay using PayPal:

Using your PayPal account or bank card

You can pay using your PayPal account. After you have placed the order you are taken to the PayPal page where you can pay for your order. Once we have received notification that you have confirmed the payment, we start the delivery process to meet the delivery deadline. Upon delivery we debit your PayPal account with the full amount once any discounts, e.g. coupons, have been deducted from the price. In the case of personalized products made to order we debit the actually invoiced amount immediately, once the discounts, coupons have been deducted.

Pay with bank card using SimplePay:

You can pay immediately for your order by providing your bank card details. We debit your card with the amount invoiced of your order minus discounts, e.g. vouchers, upon delivery. We debit your bank card immediately with the amount invoiced of your order minus discounts, e.g. vouchers in the case of items made to order or personalized items.

If any fault or deficiency occurs in the web shop in terms of the products or prices, we reserve the right for correction. In such cases, we immediately inform the customer about the new data after detecting and correcting the error. After that, customers may once again confirm the order or either party has the right to withdraw from the contract.

The final payable total amount indicated in the finalized order and the confirmation letter shall include all costs. The invoice will be enclosed in the package. Upon delivery, User shall examine the package in the presence of the courier and request to write a protocol if any damage is detected in terms of the products or the packaging. If there is any damage, User is not obliged to accept the package. Service Provider shall not accept any complaints made after delivery without such protocol! Packages will be delivered after the prior notification of Customer by Fedex. Upon registration, Customer is required to provide a contact telephone number at the explicit request of FedEx courier service. Without this the package will not be delivered.

Correction of data entered erroneously: Before concluding the ordering process, User can go back to the previous step at any time, where inaccurate data can be corrected.

User should receive a confirmation e-mail after placing their order. If User does not get a confirmation within a reasonable time after placing the order, the time depending on the type of service the order was placed for, but no later than 48 hours, then User shall be exempted from any order-related or contractual obligations. The order and its confirmation shall be considered received by Service Provider and/or User respectively when they become

accessible to them. Service Provider shall not accept any liability for delayed or failed confirmation if the reason for the delay or failure is that the User entered a wrong e-mail address during the registration process or the User's e-mail account is no longer able to receive messages due to full storage space.

7. Fulfilment of orders

The general deadline for delivery is 3-5 business days.

If Service Provider fails to fulfil its contractual obligation due to the unavailability of the product defined in the contract, Service Provider shall inform User immediately and refund the amount paid by User immediately or within thirty days at the latest.

Service Provider reserves the right to partially or fully withhold already confirmed orders.

8. The right of withdrawal

Pursuant to Directive 2011/83/EU of the European Parliament and of the Council and the relevant provisions of Government Decree 45 of 26 February, 2014 on the detailed rules of contracts between consumers and suppliers, Consumers may withdraw from the contract without explanation within 14 days after receiving the ordered product and return the ordered product. In lack of this statement, Consumers shall be able to exercise their right of withdrawal for the period of 1 year.

The period available for exercising the right of withdrawal shall expire 14 days after the date of Consumer or another person assigned by Consumer (who must be other than the courier) accepting the product from the courier.

Consumers may also exercise their right of withdrawal during the period between the date of concluding the contract and the receipt of the product.

The cost of returning the product shall be borne by the consumer, the company did not assume liability for this cost.

In the case of exercising the right of withdrawal, Consumers shall not be liable for any other cost than that of returning the product, but the Company may claim compensation for the material damage caused by unintended use.

User shall not have the right of withdrawal in the case of products that are manufactured according to the consumer's instructions or at his/her explicit request, or in the case of products that are clearly customized for the purposes of the consumer.

Consumers may not exercise their right of withdrawal in the case of:

a contract for the provision of a service, after the performance of the service has been completed in its entirety, where the Company began performance with the Consumer's express prior consent, and where the Consumer has acknowledged that they will lose their right of withdrawal.

a product or service whose price or charge is subject to fluctuations in the financial market which are beyond the control of the Company, even within the time period legally granted to the Consumer to exercise the right of withdrawal;

a sealed product which cannot be returned after post-delivery unpacking for health or hygiene reasons;

a product which, by its nature, has inextricably mixed with another product after its reception by Consumer;

a business contract where the Company, at the express request of the Consumer, gets in contact with the Consumer in order to carry out urgent repair or maintenance work;

Pursuant to the legal regulations above, having received the returned product and/or the withdrawal statement, the Company shall refund the paid amount to User immediately but within 14 days at the latest, including the delivery fee.

If the Consumer wishes to exercise the right to withdraw from the contract he/she shall provide notification of the withdrawal by post or by email sent to the respective addresses below:

Hungary 1158 Budapest Klebelsberg Kunó utca 5. e-mail: tatikashop@gmail.com

For this purpose, you may use the withdrawal statement form. With regards to the Consumer's written withdrawal, it is sufficient to send the statement of cancellation within 14 days. In case of a notification sent by mail, the date of posting shall be considered, while in the case of notification by email or fax, we shall consider the time the email or fax was sent.

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The Consumer meets the deadline for returns if the Consumer returns or send back the products within 14 days.

The Consumer shall only bear the direct cost of returning the product, unless the Company has undertaken to bear this cost.

The Service Provider does not have to repay the extra cost to the Consumer if the Consumer chooses a different delivery method that is not the cheapest delivery method recommended by the Service Provider. The Consumer can return the ordered product to the Service Provider either by post or via a courier service. In the case of post notice registered postage or package are accepted by the Company.

The Consumer can only be held liable for any diminished value of the goods only where that results from handling the goods in any way other than what is necessary to establish the nature, characteristics and functioning of the goods.

The Company may withhold the refund until it has received the goods back, or the consumer has supplied evidence of having sent back the goods, whichever is earlier.

Consumers must pay particular attention to the intended use of the product because any cost of damage arising from unintended use shall be borne by Consumer. The Company shall, within fourteen days after the product is returned, refund the price of the product, including the delivery costs, to the bank account specified by User.

The Company will refund the Consumer using the same payment method that was used in the original transaction, unless the Consumer explicitly consents to another method of payment; the Consumer will not be charged any additional costs as a result of the application of this refund method.

Government decree 45 of February 26, 2014 on the detailed rules governing contract concluded between consumers and businesses is available [here](#).

Directive 2011/83/EU of the European Parliament and of the Council is available [here](#).

Consumer shall send the products back by post or deliver them to the Service Provider's site in person without unreasonable delay but definitely no later than 14 days after the notice of withdrawal from the contract was sent to the Company.

Only Users who qualify as Customers according to the Civil Code of Hungary are entitled to the right of withdrawal.

9. Guarantee, warranty

Warranty against defects

In what case can User exercise their right for warranty against defects?

In the case of a lack of conformity, User can enforce his/her claim for warranty against defects in compliance with the provisions of the Civil Code.

What kind of rights are the Customers entitled to under warranty against defects?

The User may, if he/she so decides, enforce the following claims under implied warranty: request of repair or replacement, unless the fulfilment of the User's request is impossible for the Company, or it would require the Company to incur expenses disproportionate to other similar claims. If a repair or replacement was not requested or could not be requested by User, User may request a pro-rata reduction of the price of the item, repair the item himself/herself or have it repaired at the expense of the Company, or may withdraw from the contract. The User may switch from the right to implied warranty he/she has chosen to another one; however, the cost of the transition will be borne by the User, unless such action was warranted or the Company gave the User a cause to do so.

What is the deadline for the User to exercise a claim under implied warranty?

The User shall communicate the defect immediately after its detection but no later than two months after such detection. Please note that claims for implied warranty against defects may not be enforced beyond a two-year term of limitation period.

Conditions for claiming warranty against defects

Apart from the communication of the deficiency within six months after the fulfilment of contract, there are no other conditions for claims as long as the Users furnishes evidence that the product and/or service was provided by the Company operating the web shop. However, beyond the six months after the fulfilment of contract, the burden of proof shall be on the Users to provide evidence that the fault detected by the Users had already existed at the time of fulfilment.

Product warranty

In the case of a defect in personal property (products), User may, at their own discretion, claim either warranty against defects or product warranty.

Under warranty against defects, Users may only request the repair or replacement of the defective product.

A product is considered defective if it does not meet the quality requirements applicable at the time it was sold or if it does not have the qualities stated in the manufacturer's description.

The User may enforce their claim for product warranty within two years after the product was marketed by the manufacturer. After this deadline, the User shall not be eligible to enforce the claim.

Product warranty claims can only be lodged with the manufacturer or distributor of the personal property (product). In the case of a claim for product warranty, User shall be liable to provide evidence of the defectiveness of the product.

In what cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) shall only be exempted from its product warranty obligation if it can provide evidence that:

- it did not manufacture and/or market the product in the context of its business activity, or
- the defect could not be detected at the time the product was marketed using scientific methods and technology existing at the time of marketing, or
- the defect of the product is caused by the application of legal regulation or regulatory requirement

The manufacturer (distributor) shall be exempted if it provides evidence for any of the above reasons.

Note that you may not enforce a claim for warranty against defects and product warranty for the same defect concurrently. However, if you have successfully enforced your claim for product warranty, you can still claim warranty against defects for the replaced product or the repaired part from the manufacturer.

Guarantee

Pursuant to Government Decree 151/2003 (November 22) on the mandatory guarantee for certain non-perishable commodities, web shop operator businesses are obliged to provide a guarantee in the case of lack of conformity.

The guarantee period is one year. The guarantee period begins as of the date the commodity is received by the Consumer or, if the installation is performed by the distributor or its assigned representative, then as of the date of installation.

The Company may not be exempted from its guarantee obligation unless it provides evidence that the cause of the defect emerged after the performance of contract. Note that you may not enforce a claim for warranty against defects and a claim for guarantee and/or a claim for product warranty and a claim for guarantee for the same defect concurrently. Nevertheless, Users are entitled to the rights arising from the guarantee, independently from the rights described in the chapters on product warranty and warranty against defects.

The Company shall not provide either guarantee or warranty for damage arising from natural wear and tear or any other damage, after the passing of the risk, arising from wrong or negligent use, overuse and/or other impacts resulting from the unintended use of the products.

Guarantee claim management procedure

In the contract between the Consumer and the Company, the agreement entered into by the parties may not depart from the provisions of the decree to the disadvantage of the Consumer.

It is the consumer's responsibility to provide evidence of the conclusion of the contract (by presenting an invoice or a receipt). The costs incurred in connection with the fulfilment of guarantee obligations shall be borne by Service Provider (Section 6 of paragraph 166 of the Civil Code).

The Service Provider shall record the Consumer's claim for warranty or guarantee communicated to Service Provider.

A copy of the record shall immediately be handed over to the Consumer in a certifiable manner.

If, upon the reception of the Consumer's claim for warranty or guarantee, Service Provider is unable to make a statement whether or not such claim can be met, Service Provider shall inform consumer about its standpoint (if the claim is rejected, then about the reason for the rejection as well as the opportunities to turn to an arbitration board) within five working days in a certifiable manner.

Service Provider shall keep the record for three years after the date of taking it, and shall present it to the controlling authority upon request.

The Service Provider shall endeavour to repair or replace the product within a maximum of fifteen days.

10. Miscellaneous provisions

Service provider is entitled to involve an authorized agent in order to fulfil its obligation. Service Provider shall assume full liability for the unlawful conduct of its authorized agent just as if it were its own.

If any part of these General Terms and Conditions becomes invalid, illegal or unenforceable, it shall not impact the validity, legality and enforceability of the remaining parts.

Failure by the Service Provider to exercise its right under these General Terms and Conditions shall not constitute a waiver of such right. The waiver of any right is subject to express written notice to that effect. The fact that the Service Provider does not strictly adhere to one of the material terms or conditions of the Code once does not mean that it waives its right to strict adherence to that particular condition or clause in the future.

Service Provider and User shall attempt to settle their disputes in an amicable manner.

11. The complaint management process

The objective of our web shop is to fulfil each order to the appropriate standard to the full satisfaction of the Customer. However, should Users still have complaints in connection with the contract or its fulfilment, they can communicate their complaints via the phone number, e-mail address or mail service indicated above.

Service Provider shall promptly investigate the oral complaint and remedy it as needed. If customer disapproves of the way the complaint was handled, or the immediate investigation of the complaint is not possible, then Service Provider shall immediately record the complaint and Service Provider's position concerning such complaint, and provide a copy thereof for the customer.

Written complaints shall be answered in writing by Service Provider within 30 days. If the complaint is rejected, the Service Provider shall state its reasons for the rejection of the complaint. Service Provider shall store the protocol of the complaint and a copy of the answer for five years, and present it upon such request by the controlling authorities.

Please be informed that in the event your complaint is rejected by the Service Provider, you may initiate a procedure by a controlling authority or arbitration board as follows:

The Consumer may lodge a complaint with the Hungarian Consumer Protection Authority:

Under government decree 387 of 2 December 2016 on the appointment of the consumer protection authority the government office or the government office of the county seat shall act as the consumer protection authority of first instance, and the Pest County Government Office shall act as the consumer protection authority of appeals : <http://jarasinfo.gov.hu>

In the event of a complaint, the Consumer has the option of contacting an arbitration board. The arbitration board is competent for the out-of-court settlement of consumer disputes. It is the task of the arbitration board to attempt to reach a settlement between the parties for the purpose of resolving consumer disputes. Should such attempt fail the arbitration board will decide on the matter in order to ensure the simple, expeditious, effective and cost-effective enforcement of consumer rights. The arbitration board shall, at the request of the Consumer or the Service Provider, advise on the Consumer's rights and obligations.

The Service Provider shall be obliged to cooperate in the arbitration procedure. In doing so, it is required to send its response letter to the arbitration board and to ensure the presence of an authorized person to reach a settlement at the hearing. Where the business or seat of the business is not registered in the county in which the arbitration board operated by the territorially competent chamber is located, the Company's obligation to cooperate shall be limited to offering the possibility of a written settlement in accordance with the consumer's requirements.

In the event of a cross-border consumer dispute arising from online sales, in order to settle such dispute, the Consumer may lodge a complaint with the approved arbitration board via the following website (ODR: Online Dispute Resolution):

<https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home2.show&lng=HU>

In addition to the above, in Hungary the Budapest Arbitration Board has jurisdiction in cross-border legal disputes (1016 Budapest, Krisztina krt. 99. III. em. 310.; e-mail: bekelteto.testulet@bkik.hu)

However, the Service Provider is not obliged to take part in arbitration procedures by consumer arbitration boards.

12. Retention of title

The Company shall retain the title of all goods until the total price for the goods have been paid.

13. Communication by electronic means

The Consumer consents to using electronic means for communication in relation to the contract.

14. Privacy policy

The privacy policy of the website is available at:

Budapest, 02/10/2020