

# CUKOVY WEBSHOP

## TERMS AND CONDITIONS

CUKOVY Limited Liability Company operating the Webshop available at [www.cukovy.com](http://www.cukovy.com) (hereinafter referred to as "Webshop"), offering various products and services as trader in accordance with the following Terms and Conditions (hereinafter referred to as "Terms"):

### 1. **BASIC INFORMATION OF TRADER**

The basic information of the business selling products and services in the Webshop are:

- a) Trading name: CUKOVY Limited Liability Company (CUKOVY Kit.)
  - b) Headquarters and mailing address: 1012 Budapest, Loves ut 17. as 2.
  - c) Company registrar number: Cg. 01-090285051
  - d) Tax no.: 25711446-2-41
  - e) Bank account no.: 12010154-01565269-00100003
  - f) URL: [www.cukovy.com](http://www.cukovy.com)
  - g) Email: [shop@cukovy.com](mailto:shop@cukovy.com)
  - h) Telephone number: +36307552071
- hereinafter referred to as "Trader"

### 2. **THE SCOPE OF TERMS**

2.1. Terms are to be applied to any contracts of sale that Trader makes with third parties (hereinafter referred to as "Customer") (hereinafter jointly referred to as "Parties") regarding the sale of any products and related services purchased through its Webshop after these Terms came into effect.

2.2. The contractual terms between Parties are jointly regulated by these Terms and by any preceding or further individual agreement or contract entered into by Parties electronically, i.e. including any orders or order amendments submitted by the Customer as well as any order confirmations or further order confirmation amendments issued by the Trader.

2.3. Any terms and conditions issued by the Customer are deemed not valid or applicable under the governance of these Terms.

### 3. **TERMS AND CONDITIONS OF PURCHASE IN THE WEBSHOP, REGISTRATION OF CUSTOMERS**

3.1. Any private person considered legally competent and above the age of 18, legal entity, or any other organisation (hereinafter referred to as "Customer") are eligible to make a purchase in the Webshop.

3.2. Making a purchase in the Webshop does not require a mandatory valid advance registration.

### 4. **THE SUBJECT OF THE CONTRACT**

4.1. The subject of the contract coming into effect between Parties are products and services available for purchase in the Webshop.

4.2. Significant characteristics and traits of the products and services are detailed in the informational description or data page of the specific item or service.

4.3. Trader agrees to systematically update the information available through the Webshop and does its utmost to ensure that the information available is current and correct, but cannot be held liable for any mistakes, textual errors, or any other inconsistencies.

## **5. VALIDITY OF THE CONTRACT**

5.1. Customer may express its intent to purchase (order) a product or service to Trader according to the following terms.

5.2. Customer may indicate the number of required items next to the respective product in the online order form which product(s) then may be placed into the “shopping basket” (temporary storage for desired products, hereinafter referred to as “Basket”) for final purchase. The contents of the Basket may be changed at any time before submitting the order form.

5.3. Following placing the desired products into the Basket, Customer may advance into the Basket module to access the list of products to be purchased by clicking on the respective link or icon. Any Customer without existing pre-registration are required to fill out a formal order form, including providing their billing and shipping address, and any further required information. Customer further on is required to check that the information is correct and appropriate, make any necessary changes, and then submit the information electronically to Trader by clicking on the “Order” key. Any orders submitted to Trader are considered legally binding declarations. Customer acknowledges that by submitting the order electronically, they are accept the conditions detailed in these Terms as legally binding upon them.

5.4. Trader will record electronically the receipt of the order and immediately notify Customer of the received via email. In case the notification is not received by the Customer within 48 hours of the submission of the order, he/she will be automatically considered redeemed from any obligations regarding the purchase without any further requirements or responsibilities.

5.5. Trader will accept the purchase order when the Customer provided all the required information in the order form, which information are true, the shipping address is valid, and Customer paid the full price. Trader is not liable for any delays caused by invalid or incorrect information as provided by the Customer and may not be held liable for any other mistakes or matters arising.

5.6. The Contract will become valid when Trader acknowledges the purchase order towards the Customer via email.

5.7. Based on the terms set out in the Contract, Trader is required to hand over (ship) the items ordered, Customer is required to pay the purchase price thereof.

5.8. Customer may print these Terms, the submitted order and the order receipt in hard copy, or save to a more durable data storage system that warrants for the presentation and long-term safekeeping of the Contract.

## **6. PURCHASE PRICE**

6.1. Prices indicated in the Webshop adjacent to the products are gross prices including any applicable VAT. Prices are listed in EUR. Any promotional or sales offers will be indicated separately. Such promotional offers are valid until stocks last or the time period of the promotion whichever is applicable. Customer accepts that shipment to any other countries that require the payment of any taxes, duties, and any other fees for shipment from Hungary, Customer is required to pay the applicable fees in full in addition to the purchase price indicated.

6.2. Prices do not include shipping and handling. Trader will inform the Customer about the full cost of shipping and handling prior to finalising the order and shipment of the items purchased.

6.3. Prices are subject to change at the discretion of the Trader. Any changes to the price will be in effect from the exact time of the new price appearing online in the Webshop and will not affect the prices of items already ordered.

## **7. TERMS OF PAYMENT**

7.1. Payment for the items purchased may be fulfilled via the following methods:

- a) online payment with a bank card

## **8. ONLINE PAYMENT**

Should the Customer choose online payment, they will be redirected to the <http://simplepay.hu> website where the Customer may complete the payment. Terms governing the online payment method may be found at [http://simplepay.hu/online-fizesetesi-aszf/felhasznaloi\\_aszf\\_hatalyos](http://simplepay.hu/online-fizesetesi-aszf/felhasznaloi_aszf_hatalyos).

Customer understands and accepts terms referenced above. By clicking on the payment hyperlink, Customer accepts that the Trader forwards their personal data stored on [www.shop.cukovy.com](http://www.shop.cukovy.com) website to OTP Mobil Kft. (1093 Budapest, Kozraktar u. 30-32.). The data forwarded are as follows: last name, first name, country, telephone number, email address. The purpose of forwarding the data: provide customer service to third parties, the confirmation of transactions, and prevention of frauds to protect customers.

## **9. WITHDRAWAL**

Detailed rules of withdrawal from contracts between customers and traders are regulated by Gov. Order No. 45/2014(II.26.).

Customer may withdraw from the Contract within 14 days for any reason. Likewise, should the fulfilment of this Contract for the providing of a service have commenced, Customer may withdraw from the Contract within 14 days for any reason. The deadline of withdrawal/date of termination shall expire 14 days after the date on which the Customer or its proxy, a third party other than the courier, received the purchased item.

Should the Customer exercise its right of withdrawal/termination, their expressed written declaration must be submitted to one of the following addresses:

Mailing address: CUKOVY Kft., 1012 Budapest, Lovas ut 17. as 2.

Email address: [shop@cukovy.com](mailto:shop@cukovy.com)

For the reason above, Customer may use the template for the written declaration contained in Appendix 1 of these Terms. Customer is exercising its right of withdrawal/termination if the written declaration is submitted before the expiry of the deadline indicated above.

Should the Customer withdraw from the Contract, Trader will, without delay but within 14 days of receipt of the withdrawal declaration, refund the full expense of the Customer, including shipping and handling, except for the additional fees that have arisen due to the Customer choosing a different shipping method other than the usual, most economical solution. Any such monies owed to the Customer will be refunded through an identical transaction, except when Customer explicitly agrees to a specific alternate payment method; in such cases any additional expenses incurred are to be paid solely by the Trader. Trader may withhold the refund as long as the items ordered have not been received, or the Customer adequately certifies that they have returned the items, in either case, the earlier date will be applicable.

Customer is required to return or hand over the items without any reasonable delays but not later than 14 days from the communication of their withdrawal. The deadline shall be

considered met when Customer returns the item before the expiry of the 14 days. Any direct expenses incurred due to returning the item is to be paid by the Customer.

Customer shall be held liable only for any decrease in the value of the returned item if any such decrease is beyond the safe operation, the characteristics, traits, reasonable usage, wear and tear, and testing of the product require.

## **10. SHIPPING AND HANDLING**

10.1. Items purchased are shipped by GLS Hungary Kft. and DPD Hungaria Kft. in accordance with these companies own terms and conditions as detailed on these following websites:

- GLS: <https://gls-group.eu/HU/hu/altalanos-uzleti-feltetelek>
- DPD: <https://www.dpd.com/hu/home/szallitas/aszf>

Customer shall be informed of the shipping company of their order by the Trader in the confirmation email.

10.2. In case shipping is not possible for any reason, Trader shall promptly inform Customer of the expected length of delay.

10.3. Trader may not be held liable for any delays caused by external reasons beyond their control that could not be anticipated at the time of the issuing of the confirmation email, and delays that could not have been pre-empted or avoided with reasonable adjustments or action.

10.4. Should the ordered item not be in stock or the required number of items not available, Trader shall inform Customer without delay via email. In such cases, Parties may agree to deliver items in separate orders, or the fulfilment of the order when the last required item becomes available. Customer accepts that the Trader may reject the fulfilment of the order in such quantities that may presume the resale of the items purchased.

10.5. On the receipt of the items purchased, Customer is required to inspect the content of the delivery to ensure that it matches the goods itemised on the shipping note/invoice and with the goods delivered. Should there be any discrepancies, Customer is required to immediately notify the Trader. Trader will investigate the fulfilment of the order and if deemed necessary, will replace the items delivered. In such cases, the partner courier companies detailed in 10.1. above will fulfil the collection and return of the goods to Trader. Any expenses incurred due to the incorrect delivery are to be paid by the Trader.

10.6. Customer accepts that the Trader may withdraw from the Contract in case the Customer fails to collect or be available for the delivery within the deadline as set out the terms and conditions of the courier partners listed in 10.1. above on notifying the Customer and refunding the purchase price to the Customer at the same time.

## **11. WARRANTIES**

11.1. Trader warrants for the items offered and related services comply with applicable quality requirements as well as Hungarian regulations.

### **11.2. *Repair and Replacement Warranty***

Customer may exercise their warranty rights regarding the faulty fulfilment of the order in accordance of the regulations of the Civil Code of Hungary.

The Customer according to their preferences may require repair or replacement of the item, except when their choice is not possible, or would incur unreasonable expenses for the

Trader in lieu of the other possible option. Should the Customer not require or could not require the repair or replacement, they may require a discounted purchase price, or may repair the item or may have the item repaired at the expense of the Trader, or – as last resort – may withdraw from the Contract. Customer may switch to exercising other warranty rights, however any expenses incurred in such process must be borne by the Customer, unless the switch was reasonable, or the Trader provided a reason for such a requirement.

Customer is required to notify the Trader about the discovery of the fault immediately, but not later than within two months. Customer may not exercise their repair and replacement warranty rights beyond two years of receipt of the goods.

Customer may exercise its warranty rights against the Trader.

There are no additional requirements to exercise warranty rights within six months other than informing the Trader of the discovery of the fault if Customer is able to prove that the items purchased or the services are provided by the Trader. Beyond the expiry of the six months however Customer is required to prove that the fault already existed at the time of fulfilment.

### 11.3. *Product Warranty*

In case of a faulty product Customer – as per their preferences – may exercise product warranty or repair and replacement warranty rights (defined in 11.2. above).

As a product warranty, Customer may require the repair or replacement of the faulty item.

An item is considered faulty only if it does not meet applicable quality requirements, or does not have the characteristics or traits described by the manufacturer in the product description.

Product warranty rights may only be exercised within two years of purchase. Rights may be not exercised once this deadline expired.

Customer may exercise product warranty rights only against the manufacturer or the trader of the product. The fault of the product must be proven by the Customer when they exercise product warranty rights.

The manufacturer (trader) shall only be redeemed from its responsibility in providing the product warranty if they are able to prove that

- the product was not manufactured, or traded, as part of their regular business activity, or
- the fault could not have been discovered at the time of trading given the existing standards of science or technology, or
- the fault is resulting from the application of regulations or mandatory standard requirements.

The manufacturer (trader) is required to prove one of the above reasons. Customer may not exercise repair and replacement warranty and product warranty simultaneously. In case Customer is successful in exercising their product warranty rights, they may exercise repair and replacement warranty rights against the manufacturer.

## **12. DATA COLLECTION**

Trader is required to handle, record or store any personal data provided by the Customer according to its purpose, solely for the fulfilment of the Contract, and as supporting evidence in the future if necessary, or for any pre-approved reasons provided in advance (e.g. newsletters). Trader may not provide the data to third parties for any reasons with the exception of the courier partners for the fulfilment of the Contract. Further terms regarding

managing personal customer data are detailed in Appendix 2 (Information on Data Collection) of this Contract.

### **13. ADDITIONAL REGULATIONS**

13.1. Shopping in the Webshop stipulates that the Customer is familiar with the technical requirements, limitations and any faults of technology related to online shopping. Trader is not responsible for any damage caused by linking to the site of the Webshop. Customer is solely responsible for the security of their own hardware, software and information contained therein.

13.2. Any information, the design, the databases and other software present, available or operating the [www.cukovy.com](http://www.cukovy.com) Webshop is protected intellectual property. No information or material available on the website may be modified, processed, obviously published, or any other action taken for commercial purposes without the expressed written consent of the Trader.

13.3. Trader may amend these Terms at any time at its own discretion. New Terms are made public when published on the website. New Terms come into effect after publication. This Contract shall be governed by the Terms available publicly on the date of any individual contracts.

13.4. Should the Customer have any complaints regarding the purchased products, or services contracted, they may do so in writing (via mail or email) to the attention of the Trader. Trader is required to respond to the written complaints within five working days.

13.5. For the resolution of any disputes arisen between Trader and Customer, Customer may start arbitration process with the aim of reaching a satisfactory settlement among Parties. The competent arbitration committee with jurisdiction at the official address of the Trader is as follows:

Budapest Arbitration Committee

Address: 1016 Budapest, Krisztina krt. 99. 3<sup>rd</sup> floor 310

Telephone: +36 1 488 2131

Fax: +36 1 488 2186

Email: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

13.6. Any communication regarding the Contract entered into between Parties shall be made in writing or via email. The date of any declaration in case of personal receipt, or via courier service shall be the date of receipt, in case of postal delivery, the date of the collection note, in case of sending telefax or email, the date shall be the business day following the submission of those messages. In case of postal delivery, the declaration shall be considered valid in case of non-delivery to the address of the Trader or the Customer above due to the Trader or Customer "did not ask for", "did not receive", or either the Trader or Customer "moved without forwarding address" and the postal service returned the collection note with such a marking.

13.7. Any electronic documents and information stored by Parties in line with expected security standards are mutually accepted as evidence of communication between Parties and the fulfilment of this Contract.

13.8. The official language of the original Terms and Conditions is Hungarian. Translations available on the website in any other languages are purely for the information of Customers,

in case of any discrepancies between the different languages, the Hungarian document shall prevail as governing.

13.9. These Terms are applicable from 20 April 2017.

13.10. Any matters arising not governed by these Terms or by any individual contracts between Parties, are governed by Act V of 2013 on the Civil Code of Hungary, Gov. Order No. 45/2014(II.26.). on the detailed regulations of contracts between customers and contractors, and any other applicable Hungarian regulations. Trader does not apply any unfair practices detailed in the legislation banning unfair commercial practices against consumers.

**Appendices:**

Appendix 1: Template for Withdrawal/Termination of Contact

Appendix 2: Information on Data Collection

## **Appendix 1:**

### **Template for Withdrawal/Termination of Contact**

(Fill out and return only in case you wish to withdraw/terminate the Contract)

Addressee:

CUKOVY Kft.

1012 Budapest, Lovas ut 17. as 2.

I/We the undersigned hereby declare that I/we wish to practice my/our right of withdrawal/termination from/of the Contract regarding the purchase of the goods or services detailed below (please detail name and number of items):

Date of Contract/Receipt:

Name(s) of Consumer(s):

Address(es) of Consumer(s):

Signature(s) of Consumer(s): (only on hard copy document)

Dated



## **Appendix 2:**

### **Information on Data Collection** at the Webshop operated by CUKOVY Kft.

#### **1. THE REQUIREMENT FOR DATA COLLECTION**

CUKOVY Kft. (headquartered at 1012 Budapest, Lovas ut 17. as 2., Company Reg. No. Cg.01-09-285051, tax no.: 25711446-2-41, registration no. for data management: NAIH-107285/2016, hereinafter referred to as "Trader") upholds the fundamental right for the protection of personal data that stipulates that one self-determines the publication as well as the usage of one's personal information.

To uphold the right of self-determination above Trader with the publication of these Information ensures that the Customers and registered users (hereinafter jointly referred to as "Users") are provided access to every use of the Users' confidential data, its time period of usage, its purpose, its storage and any case these information are forwarded to third parties, as well as how the Trader warrants for the security and confidentiality of the personal information.

Trader is required to manage any personal or otherwise confidential information in accordance with the regulations of Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter referred to as "Privacy Act") in every phase of handling customer information.

Providing personal information is voluntary. The information is handled by the Trader. This right of the Trader is based on the consent of the Users. The User unconditionally consents to the Trader's detailed data management practices at the time of signature of the Contract and/or at the time of registration on the Website.

#### **2. LIST OF DATA COLLECTION BY TRADER**

The personal or otherwise confidential information handled by the Trader are as follows:

- a) Last name
- b) First name
- c) Email address
- d) Telephone number
- e) Billing or shipping address (if different)
- f) Street name and house number
- g) Additional mailing information
- h) City/Town
- i) Postcode
- j) Country

#### **3. THE PURPOSE OF DATA COLLECTION**

Trader is required to handle, record or store any personal data provided by the Customer according to its purpose, solely for the fulfilment of the Contract, and as supporting evidence of the existence and fulfilment of the Contract in the future if necessary.

Trader may only use the Users' personal or any other data for the Trader's own sales and marketing purposes, particularly for continuous improvement and business development, to monitor customer preferences, or to communicate regarding the services provided (e.g.: newsletters) if Users explicitly agree at the time of registration or purchase.

#### **4. THE PERIOD OF DATA COLLECTION**

Customer may at any time, without any reasons, amend their earlier declaration regarding data collection. The Customer may at any time request the deletion of their stored information via email sent to [info@cukovy.com](mailto:info@cukovy.com). Trader may store the Customer's information until Customer withdraws consent. Trader is required to delete the personal and otherwise confidential information of the Customer on the expiry of the data collection period.

#### **5. CONFIDENTIALITY OF THE TRADER**

The Trader is required to store any personal information provided to them confidentially, Trader may not enable access to such information to third parties without expressed previous consent from the Customer or may not publish such information. The confidentiality requirement is equally applicable to any employee, member, contractor, subcontractor of the Trader, and any violation of the requirement is the responsibility of the Trader in line with applicable legislation. The confidentiality requirement remains applicable beyond the termination of the employee, the end of membership for the member, and the expiry of the contracts of contractors and subcontractors.

#### **6. CASES OF DATA FORWARDING**

Trader may provide customer information in the following cases required for the purpose of the data collection:

- a) partners of the Trader responsible for invoicing, debt management, trading, customer service and delivery,
- b) organisations involved in settling any disputes arising from invoicing and trading,
- c) For the purpose of national security, defence, law enforcement, public prosecution to the authorities with appropriate jurisdiction around national security, law enforcement bodies, prosecutors and the courts.

Parties receiving the confidential information are equally required to maintain confidentiality as the Trader and with particular consideration for further regulations applicable to these bodies detailed above.

#### **7. DATA SECURITY**

Information held by and any communication made by Trader over the internet are particularly threatened by various computer-based frauds and attacks.

Both the Trader and the Customer are required to take reasonable action to mitigate and repel any such threats. Trader provides the technical circumstances and establishes those processes that are required for the more advanced protection of personal and otherwise confidential data and for the pre-emption of any data mining of communication sent over the internet.

To avoid any virus infection it is highly recommended for the Customer to delete any messages with attachments (executable or non-executable) without the opening of such messages sent by unknown addresses and that the Customer installs anti-virus software on their own computers to filter out malicious files.

The most effective method to ensure the security and safety of confidential information while using the Webshop is the installation of a firewall system.

#### **8. RIGHTS OF PARTIES AND LEGAL REMEDY**

Trader provides the opportunity to User to ask for information regarding the collection of their data, to request their deletion, seal or correction via email sent to [info@cukovy.com](mailto:info@cukovy.com). Should

the Trader not comply with such request, User may turn to the courts and the National Authority on Data Protection and Freedom of Information (hereinafter referred to as "Authority").

On the request of the User, the Trader is required to provide information about the data collected or processed by them or by any possible subcontractor, its source, purpose, requirement, period, name, address and activities of the data collector – and in case of forwarding User data – the requirement for and the addressee of the forwarding. Should the User be denied such information, they are entitled to take legal steps with the courts or the Authority.

To monitor the legitimacy of the data collection and to provide information to the User, the Trader maintains an inventory detailing the data forwarding, its requirement and addressee, the definition of the information provided, and any other information required by law.

Additionally, the User has the right to protest against the data collection. Should the User not agree to the decision made by the data collector or that the Trader did not make a decision within the timeframe set by law, User may take further legal steps.

Trader is responsible for any damages caused by breaching data collection requirement or mishandling the confidential information provided by the User. Such responsibility may be waived only if Trader is able to prove that the damages were caused by unavoidable causes outside of the data collection activity. Damages need not to be recovered if caused by purposeful or seriously negligent conduct of the User.