

## PREAMBULUM

Welcome to our website! We appreciate your trust in our service.

The General Terms of Service ("GTC") include the general terms and conditions for the use of the webshop operated by Erenfield Consulting Ltd. (registered office: 25/B Pálnagy Zsigmond St. Hajdúböszörmény 4220, Hungary; tax number: 26168308-2-09) as a service provider (hereinafter referred to as "Service Provider"). Please use our services only if you agree with all its points and consider them binding on you. This document is not registered, it is exclusively concluded in an electronic form (it does not constitute a written contract), it does not refer to a Code of Conduct.

### IMPRINT: DETAILS OF THE SERVICE PROVIDER (SELLER, COMPANY)

**Name:** Erenfield Consulting Ltd.

**Head office:** 25/B Pálnagy Zsigmond St. Hajdúböszörmény 4220, Hungary

**Postal address:** 25/B Pálnagy Zsigmond St. Hajdúböszörmény 4220, Hungary

**Company registration number:** 09-09-029225

**Statistical number:** 26168308-7112-113-09

**Tax number:** 26168308-2-09

**EU tax number:** HU26168308

represented by: Zsolt Bagdi

**Phone number:** +36 30 526 3563

**E-mail:** mail@erenfield.com

**Website:** www.erenfix.com

**Bank account number:** 11738060-23868171

**IBAN:** HU51 1173 8060 2386 8171 0000 0000

### Hosting service provider

**Name:** BlazeArts Kft.

**Head office:** 1/8. 36. Damjanich u., Kunszentmiklós 6090, Hungary

**Contact details:** (+36) 1 610 5506, admin@forpsi.hu

## RELEVANT REGULATIONS

The provisions of the Hungarian law shall apply to the present agreement, especially the below acts:

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

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 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 (General Data Protection Regulation),

LANGUAGE OF THE CONTRACT, FORM OF THE CONTRACT

The language of the contracts, within the scope of this GTC, is Hungarian.

Contracts within the scope of this GTC do not constitute written contracts, they are not filed by the Seller.

E-INVOICING

Our company applies an electric invoice pursuant to § 175 of Act CXXVII of 2007. By accepting this GTC, you give your consent to the use of the electronic invoice.

PRICES

Prices are in EUR and include 27% VAT. Prices are given for information purposes only. It cannot be excluded that the Seller may change the prices for business policy reasons. Price changes shall not be applied to contracts already concluded. If the Seller has indicated the price incorrectly, in case of contracts already concluded, it shall act on the basis of the "Incorrect pricing procedure" clause of the GTC.

COMPLAINTS AND ENFORCEMENT POSSIBILITIES

The consumer may submit consumer complaints about the product or the Seller's activities at the following contact details:

- **E-mail:** mail@erenfield.com
- The Seller will respond in writing to the entries indicated / written here within 30 days.

The consumer **may communicate his/her complaint orally or in writing to the company.**

**The company must investigate the oral complaint immediately and remedy it if necessary.** Unless otherwise provided by a directly applicable act of the European Union, **the company shall reply the written complaint within thirty days** in writing, on the merits, and **take action to communicate it.**

If the complaint is rejected, the company must inform the consumer in writing which authority or conciliation panel may initiate proceedings with his/her complaint according to its nature. The information shall also include the registered office, telephone and Internet contact details and postal address of the competent authority or of the conciliation panel of the consumer's place of residence or stay. The information shall also include whether the company has recourse to a conciliation panel procedure to resolve a consumer dispute.

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

Complaints to **consumer protection authorities**. The first instance consumer protection tasks are performed by the district offices responsible for the consumer's place of residence, a list of which can be found here: <http://jarasinfo.gov.hu/>

**Judicial proceeding**. The customer is entitled to enforce his claim arising from a consumer dispute in court in the framework of civil proceedings under Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure in accordance with the provisions of this Act.

More information on the territorially competent conciliation panels is available here: <https://bekeltetes.hu/index.php?id=testuletek>

#### ONLINE DISPUTE RESOLUTION PLATFORM

The European Commission has set up a website where consumers can register, allowing them to settle their online shopping disputes by completing an application, avoiding judicial proceedings. This allows consumers to assert their rights without, for example, being prevented from doing so by distance.

If you want to make a complaint about a product or service you have bought online and do not necessarily want to go to court, you can use the online dispute resolution.

The online dispute resolution platform is available

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

#### COPYRIGHTS

Pursuant to Section 1 (1) of Act LXXVI of 1999 on Copyright (hereinafter: Copyright Act.), the website qualifies as a copyright work, so all parts of it are protected by copyright. Pursuant to Section 16 (1) of Copyright Act, it is prohibited to use graphic and software solutions, computer program works on the website without permission, or to use any application with which the website or any part thereof may be modified. Any material may be taken over from the website and its database, even with the written consent of the rightsholder, only with reference to the website and an indication of the source. The rightsholder is Erenfield Consulting Ltd.

#### PARTIAL INVALIDITY, CODE OF CONDUCT

If any clause of the GTC is legally incomplete or invalid, the remaining clauses of the contract will remain in force and the provisions of the relevant legislation will apply instead of the invalid or incorrect part.

Seller does not have a code of conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers.

#### INFORMATION CONCERNING THE ESSENTIAL CHARACTERISTICS OF THE PRODUCTS

On the website, we provide information on the essential features of the products that can be purchased in the descriptions of each product.

#### CORRECTION OF DATA ENTRY ERRORS - RESPONSIBILITY FOR THE ACCURACY OF THE DATA PROVIDED

During the order, you have the opportunity to change the data you have entered before finalizing the order (by clicking the back button in the browser the previous page opens, so you can correct the already entered data even if you have moved to the next page). Please note that it is your responsibility to ensure that the information you provide is entered accurately, as the product will be invoiced or delivered based on the information you provide. By placing your order, you acknowledge that the Seller is entitled to bear all damages and costs arising from your incorrect data entry and inaccurate data. The Seller excludes its liability for the fulfillment based on inaccurate data entry. Please note that an incorrect e-mail address or the saturation of the mailbox storage space may result in non-delivery of the confirmation and may prevent the conclusion of the contract.

#### PROCEDURE IN THE EVENT OF AN INCORRECT PRICE

Seller shall not be liable for any price that is manifestly incorrect due to its diligence and / or due to an error in the IT system.

The following are obviously incorrectly quoted prices:

- the price of HUF 0.
- the price reduced by a discount but incorrectly indicating the discount (eg.: in the case of a product with a value of HUF 1,000, the product offered for HUF 500 with the indication of a 20% discount).

In case of indicating an incorrect price, the Seller offers the possibility to purchase the product at a fair price, in the possession of which the Buyer may decide to order the product at a fair price or cancel the order without any adverse legal consequences.

#### USE OF THE WEBSITE

##### REGISTRATION

Purchase is subject to registration.

##### **Product Selection**

By clicking on each product, you will find a photo, description and the price of the product. You must pay the price on the website when making a purchase. The products are illustrated with a photo. The accessories and decorative elements shown in the photos are not part of the product unless it is highlighted in the product description. Please note that we are not responsible for any misspellings or incorrect data.

##### **Filling the cart**

Once you have selected a Product, you can place any number of products in your cart without incurring any obligation to purchase or pay, as placing in your cart does not constitute an offer.

We recommend you adding the product to the cart even if you are not sure that you want to buy the concerned product, because this will give you an overview of which products you have selected at that moment with a single click and you can view and compare them on one screen. The contents of the Cart can be freely modified until the order is finalized, products of your choice can be removed from the cart, new products can be added to the cart, and the desired product number can be changed.

##### **Viewing the cart**

When using the website, you can check the contents of the cart at any time by clicking on the "Cart" icon at the top of the website. Here you can remove the selected products from the cart or change the number of products. As the quantities change, the system displays information corresponding to the data you have changed, including the price of the products added to the cart.

### **Entering customer information**

After proceeding and in case of purchasing the products you have selected, the contents of the cart and the total purchase price to be paid by will be displayed. In the case of delivery, which is Home Delivery, the system indicates the delivery fee, which you are obliged to pay in case of ordering unless you reach the value limit of free delivery, which the system indicates for each method of receipt.

You can enter your full name, address and telephone number on the website. If you are requesting an invoice from a different address, please provide your billing information. You can optionally enter additional information as a comment.

### **Overviewing the order**

#### **ORDER FINALIZATION (OFFER)**

If you are sure that the contents of the shopping cart correspond to the products you are willing to order and that your details are correct, you can close your order. The information provided on the website does not constitute an offer for the conclusion of a contract by the Seller. In the case of orders falling within the scope of this GTC, you are considered a bidder.

In case of confirmation by the Seller according to this GTC upon finalization, you expressly acknowledge that your offer that has been made shall be deemed, and its declaration shall give rise to an obligation to pay. You are bound by your offer for a period of 48 hours. If your offer is not confirmed by the Seller within 48 hours in accordance with these general terms and conditions, you are released from the obligation of the offer.

#### **ORDER PROCESSING, CONCLUSION OF CONTRACT**

You have the opportunity to place your order at any time. The Seller will reflect on your offer by e-mail no later than the working day following the submission of your offer.

#### **PAYMENT METHODS**

##### **CREDIT CARD PAYMENT**

When shopping online, you can also pay for the product (s) by credit card.

##### **BANK TRANSFER**

When shopping online, you can also pay the price of the product (s) by bank transfer to the specified bank account number.

##### **METHODS OF ACCEPTANCE, ACCEPTANCE FEES**

##### **HOME DELIVERY BY COURIER SERVICE**

Packages will be delivered **on weekdays between 8 am and 6 pm**. If you request the package to be paid in cash on delivery, you shall settle the bill to the courier in cash. GLS COURIER SERVICE

The product is delivered by GLS courier service.

You can find more information here: <https://gls-group.eu/HU/hu/cimzetteknek-nyujtott-szolgalatasok>

#### FULFILLMENT DATE

The general delivery deadline for the order is a maximum of 30 days from the confirmation of the order. This delivery deadline is for information purposes only, deviations from this will be indicated by e-mail in all cases.

#### RESERVATION, OWNERSHIP CLAUSE

If you have previously ordered a product without receiving it during delivery (excluding the case when you exercised your right of withdrawal), or the Product has not been returned to the seller with a sign, the Seller will fulfill the order in accordance with the purchase price and advance payment of transport costs.

Seller may withhold delivery of the Product until it is confirmed that the price of the Product has been successfully transferred by using the electronic payment solution (including the case when the product is paid by bank transfer, but the Buyer pays the purchase price in the currency of his/her Member State and the Seller does not receive the full amount of the purchase price and delivery fee due to the conversion and bank commissions and costs). If the price of the Product has not been paid in full, the Seller may request the Buyer to supplement the purchase price.

#### EXPORT SALES

Seller does not discriminate on the use of the website among buyers within the territory of Hungary and outside the territory of the European Union. Unless otherwise provided in this GTC, the Seller shall ensure the delivery / receipt of the ordered products in the territory of Hungary.

The provisions of this GTC also apply to purchases outside Hungary, according to the provisions of the relevant regulation, a consumer who is a citizen of a Member State or resident in a Member State or a company established in a Member State and purchases or uses goods or services within the European Union solely for end use. A consumer is a natural person who is acting for purposes which are outside his/her trade, business, craft or profession.

The languages of communication and purchase are English, Hungarian and German. Seller is not required to communicate with Buyer in the language of the Buyer's Member State.

Unless otherwise provided by the Seller, for natural persons the Hungarian VAT is applied to all Products.

According to this GTC, the Buyer may exercise its legal enforcement possibilities.

If an electronic payment solution is used, the payment will be made in the currency specified by the Seller; Seller may withhold the delivery of the Product until it is satisfied that the price of the Product and the delivery fee have been paid successfully and in full using the electronic payment solution. If the price of the Product has not been paid in full, the Seller may request the Buyer to supplement the purchase price.

In order to deliver the Product, the Seller also provides the non-Hungarian customers with the transfer options available to Hungarian customers.

Otherwise, the Buyer may request that the delivery of the Product abroad be arranged at his own expense. Hungarian customers are not entitled to this right.

After the payment of the delivery fee, the Seller fulfills the order, if the Buyer does not pay the delivery fee to the Seller or does not solve his own delivery by the agreed date, the Seller terminates the contract and refunds the prepaid purchase price to the Buyer.

#### INFORMATION ON THE CONSUMER CUSTOMER'S RIGHT OF WITHDRAWAL

Pursuant to the regulation of Decree 45/2014 (II.26.) on the detailed rules of contracts between the consumer and the company, the User may withdraw from the contract and return the ordered product within 14 days from the receipt of the ordered product without explanation.

#### OBLIGATIONS OF THE SELLER IN THE EVENT OF CONSUMER WITHDRAWAL

##### SELLER 'S OBLIGATION TO REFUND

If the consumer withdraws from the contract in accordance with Section 22 of Decree 45/2014 (II. 26.), the Seller shall reimburse the full amount paid by the consumer as consideration, including the costs incurred in connection with the performance, no later than fourteen days after becoming aware of the withdrawal, including the delivery fee.

##### METHOD OF SELLER'S OBLIGATION TO REFUND

In the event of withdrawal or termination in accordance with Section 22 of Decree 45/2014 (II. 26.), the Seller shall reimburse the amount returned to the consumer in the same way as the payment method used by the consumer.

#### IN THE EVENT OF WITHDRAWAL OR TERMINATION OF OBLIGATIONS BY THE CONSUMER

##### PRODUCT RETURN

If the consumer withdraws from the contract in accordance with Section 22 of Decree 45/2014 (II. 26.), he is obliged to return the product immediately, but no later than within fourteen days from the notification of the withdrawal, or to the Seller or to the person authorized by the seller to receive the product.

##### COST COVERING RELATED TO THE RETURN OF THE PRODUCT

The consumer bears the costs of returning the product. The product must be returned to the Seller's address.

##### SUPPLY WARRANTY, PRODUCT WARRANTY, GUARANTEE

This section of the consumer information was prepared pursuant to the authorization of Section 9 (3) of Decree 45/2014 (II.26.) using Annex 3 of Decree 45/2014 (II.26.).

##### LIABILITY FOR DEFECTS

**In what cases can you exercise your right to liability for defects?**

In the event of faulty performance by the Seller, you may assert a claim for liability for defects against the Seller in accordance with the rules of the Civil Code.

**What rights do you possess based on your claim for liability for defects?**

You can opt for having the following claims for liability for defects:

You may request a repair or replacement, unless it is impossible to meet the demand of your choice or it would incur a disproportionate additional cost to Seller in meeting your other demand.

**What is the deadline for you to enforce your claim for liability for defects?**

You must report the defect immediately after it is discovered, but no later than two months after the defect is discovered.

You can assert your claim for liability for defects against the Seller.

In the event of a defect in assets (products), you may - at your option - assert the claim for liability for defects or the product warranty claim.

As for product warranty claims, you may only request the repair or replacement of a defective product.

**In which case is the product considered to be defective?**

A product is defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer.

**What is the deadline for you to enforce your product warranty claim?**

You can assert your product warranty claim within two years of the product being placed on the market by the manufacturer. Upon expiry of this period, you shall lose this entitlement.

**Against whom and under what other conditions can you assert your product warranty claim?**

You can only make a product warranty claim against the manufacturer or distributor of the movable item. You must prove the defect of the product in the event of a product warranty claim.

**WARRANTY**

**In what cases can you exercise your warranty rights?**

In case of defective performance, the Seller is obliged to provide a warranty pursuant to Decree 151/2003 (IX. 22.) on the mandatory warranty for certain durable consumer goods.

Legislation stipulates the provision of a guarantee for durable consumer goods (eg. technical items, tools, machines) and their parts, the purchase value of which exceeds HUF 10,000.

**What rights do you have under the warranty and within what period?**

Decree 151/2003 (IX. 22.) on the mandatory warranty for certain durable consumer goods defines the cases of the mandatory warranty.

**Exchange request within three working days**

In the case of sales through a webshop, the institution of the exchange request within three working days also applies. Replacement requests within three working days can be enforced in the case of durable consumer goods falling under Decree 151/2003 (IX. 22.) according to which if someone

validates the institution of the exchange request within 3 working days, the Seller must interpret this as meaning that the product was already defective at the time of sales and must replace the product without further defect.

**When is Seller released from its warranty obligation?**

The Seller is released from its warranty obligation only if it proves that the cause of the defect arose after fulfillment.

Please note that due to the same defect, you cannot assert a warranty and a guarantee claim, or a product warranty and a guarantee claim at the same time, in parallel, otherwise you are entitled to the rights arising from the warranty regardless of the warranty rights.

**Intellectual property:**

All information and data, patented technology, know-how, trademarks concerning the product of the contract are regarded as industrial and intellectual properties.

**Statements of Parties**

By signing this GTC, the Customer acknowledges that the Company has enabled his/her to get acquainted with the provisions of the GTC, has studied them in detail, and has understood all the conditions included in the GTC and at the same time acknowledges, and agrees that the provisions of the GTC shall be applied by the acting authorities, and courts in both out-of-court, and possible litigation of the Parties concerning to the legal relationship between them. The Customer acknowledges that it has received special information pursuant to Section 6:78 (2) of the Civil Code on the provisions of the GTC that differ materially from the usual contractual practice, the provisions concerning the contract or the legal relationship previously established between the Parties. The Customer acknowledges that these provisions are listed in italics in the GTC.

I make the above irrevocable declaration as the official representative authorized to sign above, knowing its legal and accounting implications.

Date of entry into force of this GTC: 29/ 09/ 2020