

# GENERAL CONDITIONS OF CONTRACT

This document is not being filed and is concluded in electronic form only. It does not constitute a written contract; it is formulated in Hungarian and does not refer to a code of conduct. In case of any questions regarding the operation of the webshop, the ordering and delivery process, please contact us at the contact details provided.

These General Conditions of Contract (GCC) apply to legal relations of the Service Provider's websites [www.justdobetterworld.hu](http://www.justdobetterworld.hu) and [www.justdobetterworld.com](http://www.justdobetterworld.com).

## 1. DETAILS OF THE SERVICE PROVIDER:

**The name of the service provider:** Magyar Klímavédelmi Szakértői, Kereskedelmi és Szolgáltató Kft. (Hungarian Climate Protection Expert, Trade and Service Ltd.)

**SZÉKHELYE of the service provider:** 7630 Pécs, Hegedűs J. Str. 8. HUNGARY

**E-mail address:** dittrich.erno@klimavedelmi.hu

**Phone number:** +36 30/337-6770

**Company registration number:** 02-09-085520

**Tax number:** 28967529-2-02.

**Account holder financial institution:** CIB Bank Zrt.

**Bank account number:** 10701214-72402182-51100005

**Name of the hosting provider used to provide the Service:** Markcon Informatikai Kft.

**Address:** 7623 Pécs, Móré Fülöp Str. 33. HUNGARY

**Language of the contract:** Hungarian

## 2. BASIC PROVISIONS:

2.1. The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation. Issues not regulated in these Rules, and the interpretation of these Rules shall be governed by the Hungarian law, in particular with regard to the relevant provisions of Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2011 on certain issues of electronic commerce services and information society services (Act on the Regulation of the Hungarian Government on the detailed rules of contracts between consumers and businesses), and the provisions of Government Decree 45/2014 (26.II.). The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.

2.2 These Regulations shall enter into force on 01.04.2021 and shall remain in force until revoked. The Service Provider is entitled to unilaterally amend these Regulations. The Service Provider shall publish the amendments on the website 11 (eleven) days before they enter into force. By using the Website, Users agree that all regulations relating to their use of the Website shall automatically apply to them.

2.3 By accessing the website operated by the Service Provider or by reading its content in any way, even if the User is not a registered user of the website, the User acknowledges that they are bound by the provisions of the Regulations. If the User does not accept the Terms and Conditions, they are not entitled to view the content of the website.

2.4 The Service Provider reserves all rights in and to the Website, any part thereof and the content displayed thereon, as well as the distribution of the Website. You may not download, electronically store, process, or sell the content of the website or any part thereof without the written consent of the Provider.

### 3. TERMS AND CONDITIONS OF THE PURCHASE

#### 3.1. Registration

All parts of the content of the Webshop are available to any Customer without registration, nor is the purchase subject to registration.

#### 3.2. Ordering

Customer may place an order for products available in the Webshop in the following manner:

##### 1. Selection of Product

The user can order the product by filling in the purchase form and by providing the shipping and billing information. No further steps are required to place the order.

The Service Provider will notify the Customer about the success of the order on the subsequent interface and by email as well, along with the Customer's order number indicated. The order is therefore placed by clicking on the button on the product page, indicating the completion of the order form, which will result in the Customer receiving a payment obligation for the payment of the Customer.

##### 2. Payment of the price of the products

The prices indicated in the Webshop are the prices valid at the time of ordering, which are indicated next to the products in the Webshop. The prices are gross prices, including VAT, but excluding delivery costs.

The Service Provider shall not be liable for any incorrectly displayed price, despite its due diligence and/or due to a system error, or for any obviously incorrect, unrealistic price that differs significantly from the generally known price of the product (e.g.: price of 0 Ft). In such cases, the Service Provider

shall not be obliged to supply the product at the incorrectly displayed price in the Webshop. In the event of an incorrect price indication, the Service Provider shall offer the possibility of purchasing the product at the real price in the order confirmation or afterwards, in the possession of which information the Customer may decide whether to order the product at the real price or to cancel the order without any adverse legal consequences.

### 3.3. Correction of data entry errors

At any stage of the order and until the order has been sent to the Service Provider, the Customer has the possibility to correct data entry errors in the Webshop at any time, by modifying the form.

In case the Customer has finalized their order and discovers an error in the data provided, they must initiate the cancellation or modification of his order as soon as possible. The cancellation of an incorrect order can be requested by sending an email to the email address provided at the time of order/registration, or by telephone call to the Service Provider. The order containing the correct data can then be re-submitted.

### 3.4. Binding offer, confirmation

The Service Provider shall automatically process the orders and confirm the acceptance of the order and the conclusion of the contract to the Customer by e-mail notification. The confirmation e-mail shall contain the data provided by the Customer during the purchase or registration (billing and shipping information), the order ID, the date of the order, the list of products ordered, the quantity, the price of the product, the shipping cost and the final amount payable, and the contact details of the Service Provider.

The confirmation e-mail from the Service Provider constitutes acceptance of the offer made by the Customer, which creates a valid contract between the Service Provider and the Customer.

The Customer shall be released from the obligation to make an offer if they do not receive the confirmation e-mail from the Service Provider concerning the order sent within 48 hours at the latest.

If the Customer has already sent their order to the Service Provider and notices an error in the data contained in the confirmation e-mail, they must notify the Service Provider within 1 day in order to avoid the execution of unwanted orders.

The order shall be deemed to be a contract concluded by electronic means and shall be governed by Act V of 2013 on the Civil Code, Act CVIII of 2001 on certain aspects of electronic commerce services and information society services. The contract is subject to the provisions of Government Decree 45/2014 (26.02.2014) on the detailed rules of contracts between consumers and businesses, and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

After the order has been received, it may happen that certain products are not available in sufficient quantity to serve the Customer (we always try to keep the stock up to date). In this case, the Service Provider will inform the Customer by e-mail or by telephone on the number provided by the Customer and inform them of alternative solutions.

### 3.5. Payment methods

Personal delivery: The Customer may also purchase the product directly from the Service Provider, provided that they make an appointment for a personal consultation on their order. Payment in cash is possible only in Hungarian Forint (HUF).

Payment on delivery: If the ordered product is delivered by courier service. The User must pay the courier the total amount of the order in cash upon receipt of the ordered product(s).

### 3.6. Invoice

The Service Provider will send the invoice to the Customer electronically to the email address provided.

### 3.7. Delivery

Product orders placed in the Webshop are delivered by courier service.

The cost of delivery will be indicated in the information available through the Website, and the delivery cost will also be shown in the purchase summary.

Parcels are delivered on working days between 8am and 5pm.

If the Customer is not at the address provided at the time of delivery, the courier will repeat the delivery.

If the parcel is not collected, it will be returned to the Service Provider. It is possible that the delivery may fail due to an unforeseen event, therefore it is advisable that the Customer provides their telephone number or e-mail address so that the Parcel Sender can notify the Customer of the arrival of the parcel.

If the Customer notices any damage to the product or its packaging during the collection, a report - or an extension of the existing report - of the damage should be requested in the presence of the person who carried out the delivery. If the packaging or the product is visibly damaged at the time of receipt and the damage occurred before the goods were received, the Service Provider will ensure the return of the product free of charge. The Service Provider shall not be liable for any damage discovered after acceptance. The Service Provider will not accept any subsequent complaints without a record!

The Service Provider shall not be liable for any delay or failure of delivery due to incorrect data.

## 4.PROCESSING AND FULFILLING ORDERS

4.1 Orders are processed during business hours. It is also possible to place an order outside the times indicated as order processing times. If the order is placed after the end of working hours, it will be processed on the following day. In all cases, the Service Provider's customer service will confirm electronically when it can process your order.

4.2 The general delivery time is 1 to 3 working days from the date of the confirmation, for which the postal service guarantees a time guarantee.

4.3 Under the sales contract, the Service Provider is obliged to transfer the ownership of the book, and the User is obliged to pay the purchase price and take delivery of the book.

4.4 The Service Provider is obliged to make the book available to the buyer (User) without delay after the conclusion of the contract, but no later than thirty days after the conclusion of the contract. In the event of a delay on the part of the Service Provider, the User shall be entitled to set a grace period. If the seller does not perform within the grace period, the buyer is entitled to withdraw from the contract.

4.5. The User shall be entitled to withdraw from the contract without granting a grace period if

a) the Supplier has refused to perform the contract; or

b) the contract should have been performed at the time agreed by the parties or at the time agreed for the performance of the service, and not at any other time.

4.6 If the Service Provider fails to fulfil its contractual obligation because the Product specified in the contract is not available, it shall immediately inform the User thereof and immediately refund the amount paid by the User.

## 5. RIGHT OF WITHDRAWAL

5.1 Pursuant to the provisions of Directive 2011/83/EU of the European Parliament and of the Council and Government Decree 45/2014 (26.II.26.) on the detailed rules of contracts between consumers and businesses, the Consumer may withdraw from the contract within 14 days of receipt of the ordered product without giving any reason. In the absence of this information, the Consumer is entitled to exercise their right of withdrawal until 1 year has elapsed.

5.2 The period for exercising the right of withdrawal expires 14 days after the date on which the Consumer or a third party other than the carrier, indicated by the Consumer takes delivery of the goods.

5.3 The Consumer may also exercise his right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the goods.

5.4. The cost of returning the product must be borne VISELNIE by the consumer, the company has not undertaken to bear this cost.

5.5. In the event of exercising the right of withdrawal, the Consumer shall not be liable for any costs other than the cost of returning the product, but the Service Provider may claim compensation for material damage resulting from improper use.

5.6 The Service Provider shall reimburse VISSZATÉRÍT the amount paid, including the delivery charges, to the Consumer without undue delay, but within 14 days at the latest, after the return of the product/receipt of the notice of withdrawal in accordance with the above legislation.

5.7 The refund shall be made by the same method of payment as the original transaction, unless the Consumer expressly agrees to another method of payment; no additional costs shall be incurred by the Consumer as a result of the use of this method of refund.

5.8 The Consumer shall return the goods or deliver them to the Supplier's address without undue delay and in any case not later than 14 days after the date of sending the notice of withdrawal from the contract to the Supplier.

5.9 In the event of withdrawal in writing, it is sufficient for the Consumer to send the notice of withdrawal within 14 days.

5.10. The refund may be withheld by the Supplier until the goods(s) have been returned or the Consumer has provided proof that they have been returned, whichever is the earlier.

5.11. If the Consumer wishes to exercise their right of withdrawal, they may do so in writing (either by using the enclosed form) or by telephone at one of the Service Provider's contact details. In the case of written notification by post, the date of posting will be taken into account, and in the case of notification by telephone, the date of notification by telephone. In the case of indications by post, the Service Provider will only accept indications as registered mail or parcels. The Consumer may return the ordered product to the Service Provider by post or courier.

5.12. The Consumer must pay particular attention to the proper use of the product, as the Consumer is liable for any damage resulting from improper use.

5.13. The Consumer may also contact the Service Provider with any other complaints using the contact details provided in these Rules.

5.14. The right of withdrawal shall only apply to Users who are consumers within the meaning of the Civil Code.

5.15. The Service Provider shall not be obliged to provide a mandatory statutory warranty.

5.16. Procedure for exercising the right of withdrawal:

5.16.1. If the Consumer wishes to exercise the right of withdrawal, they must notify the Service Provider about their intention to withdraw, by contacting the Service Provider.

5.16.2. The Consumer exercises their right of withdrawal within the time limit if they send their notice of withdrawal before the expiry of the 14th day after receipt of the product. In the case of written withdrawal, it is sufficient to send only the withdrawal notice within 14 days. In the case of notification by post, the date of posting will be taken into account. In the case of notification by email, the date of sending the email will be considered.

5.16.3 In the event of withdrawal, the Consumer must return the ordered product to the Service Provider's address without delay, but no later than 14 days from the date of notification of his withdrawal. The deadline is deemed to have been met if the goods are sent before the 14-day deadline (i.e. they do not have to arrive within 14 days). The Customer shall bear the costs incurred in connection with the return of the goods due to the exercise of the right of withdrawal.

5.16.4. However, the Service Provider is not obliged to reimburse the Consumer for any additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Service Provider. The Consumer may also exercise their right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the goods.

5.16.5. In the case of the sale of several products, if the delivery of each product takes place on a different date, the Customer may exercise the right of withdrawal within 14 days of the date of receipt of the last product delivered or, in the case of products consisting of several lots or items, of the last lot or item delivered.

## 6. WARRANTIES

### 6.1. Accessory warranty

6.1.1 In the event of defective performance by the Service Provider (performance is defective in particular if the Product suffers from a qualitative or quantitative defect), the Customer may assert an accessory warranty claim against the Service Provider. In the case of a consumer contract, the Customer may enforce his warranty claims within a limitation period of 2 years from the date of receipt, for product defects that already existed at the time of delivery of the product. After the two-year limitation period, the Customer may no longer enforce his rights under the warranty.

6.1.2 In the case of a contract concluded with a non-consumer, the rightful claimant may enforce his warranty claims during the limitation period of 1 year from the date of receipt.

6.1.3. The Customer may, at their option, request a repair or replacement, unless the fulfilment of the request chosen by the Customer is impossible or would involve disproportionate additional costs for the Service Provider compared to the fulfilment of their other request.

If the repair or replacement was not requested or could not be requested by the Customer, the Customer may request a proportionate reduction of the consideration, or the Customer may have the defect repaired or replaced at the expense of the Service Provider or, in the last resort, may withdraw from the contract.

6.1.4. In the case of products sold in the Webshop, the Service Provider may, due to their nature, primarily use the institution of replacement.

6.1.5. There is no room for withdrawal in case of minor defects.

6.1.6. The Customer may switch from one accessory warranty right to another, but shall bear the costs of the switch, unless it was justified, or the Service Provider has given a reason for it.

6.1.7. The Customer shall notify the Service Provider of the defect immediately after its discovery, but not later than within two months from the discovery of the defect.

6.1.8. The Customer may assert a warranty claim directly against the Service Provider.

6.1.9 Within six months from the date of performance of the contract, no other condition for asserting a claim for an accessory warranty claim other than notification of the defect, shall apply, if the Customer proves that they purchased the product from the Service Provider (by presenting an invoice or a copy of the invoice). In such a case, the Service Provider shall be released from the warranty only if they rebut this presumption, i.e. proves that the defect in the product occurred after delivery to the Customer. If the Service Provider can prove that the defect was caused by a cause attributable to the Customer, the Service Provider is not obliged to accept the Customer's warranty

claim. After six months from the date of performance, the Customer shall be obliged to prove that the defect discovered by the Customer existed at the time of delivery.

6.1.10. If the Customer asserts a warranty claim in respect of a part of the product that can be separated from the product in respect of the defect indicated, the warranty claim shall not be deemed to be asserted in respect of the other parts of the product.

## 6.2. Product warranty

6.2.1 In the event of a defect in the product (movable good), the consumer may, at their option, assert a product warranty claim. The product warranty differs from the accessory warranty in that in this case, the distributor can take action specifically against the manufacturer. However, as a product warranty claim, the Customer may only request the repair or replacement of the defective product. In the event of a product warranty claim, the Customer must prove that the product is defective.

6.2.2 A product shall be deemed defective if it does not meet the quality requirements in force at the time of its placing on the market, or if it does not have the characteristics described by the manufacturer.

6.2.3 The Customer may assert a product warranty claim within two years of the date on which the product was placed on the market by the manufacturer. After this period has elapsed, the Buyer loses this right. The Buyer must notify the manufacturer of the defect without delay after discovering the defect. A defect reported within two months of the discovery of the defect shall be deemed to have been reported without delay. The consumer shall be liable for any damage resulting from the delay in notification.

6.2.4. The manufacturer or distributor (Service Provider) shall only be released from its product warranty obligation if it can prove that:

- the product was not manufactured or put into circulation in the course of their business, or
- the defect was not detectable according to the state of science and technology at the time of placing on the market, or
- the defect in the product is due to the application of a law or a compulsory standard laid down by a public authority.

6.2.5. The manufacturer or distributor may prove only one ground for exemption.

## 7. ENFORCEMENT OPTIONS

### 7.1. Place, time and means of lodging a complaint



The Customer may exercise their complaints regarding the Service or the Service Provider's activities through the contact details indicated in Section 1.

The Service Provider shall remedy the oral complaint immediately, if it has the opportunity to do so. If it is not possible to remedy the oral complaint immediately, due to the nature of the complaint or if the Customer does not agree with the handling of the complaint, the Service Provider shall record the complaint and send a substantive reply within 30 days.

The Service Provider shall reply to the complaint received in writing within 30 days. For the purposes of this contract, action means replying to an electronic mail address or sending a reply by post.

If the complaint is rejected, the Service Provider shall inform the Customer of the reasons for the rejection.

## 7.2. Other enforcement options

In case any dispute between the Service Provider and the Customer is not resolved in negotiations with the Service Provider, the Customer shall be entitled to:

- to lodge a complaint with the consumer protection authority,
- to initiate proceedings before a conciliation body

Contact details of the Conciliation Boards:

Baranya County Conciliation Board Address: 7625 Pécs, Majorossy Imre u. 36. Correspondence address: 7602 Pécs, Pf. 109.

Fax number: (72) 507-152 President: Dr. József Bodnár E-mail address: [bekelteto@pbkik.hu](mailto:bekelteto@pbkik.hu);

Address: 6000 Kecskemét, Árpád krt. 4. Telephone number: (76) 501-525, (76) 501-500

Fax number: (76) 501-538 President: Dr. Zsuzsanna Horváth E-mail address: [bekeltetes@bacsbekeltetes.hu](mailto:bekeltetes@bacsbekeltetes.hu);

Address: 5600 Békéscsaba, Penza ltp. 5. Phone number: (66) 324-976,

446-354, 451-775

Fax number: (66) 324-976 President: Dr. László Bagdi E-mail address: [bekeltetes@bmkik.hu](mailto:bekeltetes@bmkik.hu); [bmkik@bmkik.hu](mailto:bmkik@bmkik.hu)

Borsod-Abaúj-Zemplén County Conciliation Board Address: 3525 Miskolc, Szentpáli u. 1.

Fax number: (46) 501-099 President: Dr. Péter Tulipán E-mail address: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu);

Address: 1016 Budapest, Krisztina krt. 99. Telephone number: (1) 488-2131 Fax number: (1) 488-2186 President: Dr. György Baranovszky E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu);

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

Fax number: (62) 426-149 President: Dr. Horváth Károly E-mail address: [info@csmkik.hu](mailto:info@csmkik.hu);

Fejér County Conciliation Board Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Phone number: (22) 510-310

Fax number: (22) 510-312 President: Dr. Vári Kovács József E-mail address: fmkik@fmkik.hu; bekeltetes@fmkik.hu

Győr-Moson-Sopron County Conciliation Board Address: 9021 Győr, Szent István út 10/a. (96) 520-202; 520-217

Fax number: (96) 520-218 President: László Horváth E-mail address: bekelteto@gymkik.hu;

Address: 4025 Debrecen, Petőfi tér 10, 4025 Debrecen, Petőfi tér 10.

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Fax number: (52) 500-720 President: Dr. Zsolt Hajnal E-mail address: hbkik@hbkik.hu;

Heves County Board of Conciliation Address: 3300 Eger, Faiskola út 15.

440. Telephone number: (36) 416-660/105 ext.

Fax number: (36) 323-615 President: Dr. Csaba Gordos E-mail address: hkik@hkik.hu;

Jász-Nagykun-Szolnok County Conciliation Board Address: 5000 Szolnok, Versegly park 8.

Fax number: (56) 370-005 President: Dr. Lajkóné dr. Víg Judit E-mail address: kamara@jnszmkik.hu;

Komárom-Esztergom County Conciliation Board Address: 2800 Tatabánya, Fő tér 36.

Fax number: (34) 316-259 President: Dr. György Rozsnyói E-mail address: kemkik@kemkik.hu;

Nógrád County Conciliation Board Address: 3100 Salgótarján, Alkotmány út 9/a Telephone number: (32) 520- 860

Fax number: (32) 520-862 President: Dr. Erik Pongó E-mail address: nkik@nkik.hu;

Address: 1055 Budapest Kossuth tér 6-8. Phone number: (1)-474-7921 Fax number: (1)-474-7921 President: dr. Csanádi Károly E-mail address: pmbekelteto@pmkik.hu;

Address: 7400 Kaposvár, Anna utca 6. Phone number: (82) 501-000 Fax number: (82) 501-046 President: Dr. Ferenc Novák E-mail address: skik@skik.hu

Address: 4400 Nyíregyháza, Széchenyi u. 2, Szabolcs-Szatmár-Bereg County Conciliation Board Phone No.: (42) 311-544, (42) 420-180

Fax number: (42) 420-180 President: Katalin Görömbeiné dr. Balmaz E-mail address: bekelteto@szabkam.hu

Tolna County Conciliation Board Address: 7100 Szekszárd, Arany J. u. 23-25.

Fax number: (74) 411-456 President: Dr. Ferenc Gáll E-mail address: kamara@tmkik.hu

Vas County Conciliation Board Address: 9700 Szombathely, Honvéd tér 2. Telephone number: (94) 312-356 Fax number: (94) 316-936 President: Dr. Zoltán Kövesdi E-mail address: vmkik@vmkik.hu

Veszprém County Conciliation Board Address: 8200 Veszprém, Budapest u. 3.

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Fax number: (88) 412-150 President: Dr. Csaba Vasvári E-mail address: info@bekeltetesveszprem.hu

Zala County Conciliation Board Address: 8900 Zalaegerszeg, Petifi utca 24. Telephone number: (92) 550-514

Fax: (92) 550-525 President: Dr. Sándor Molnár E-mail: zmkik@zmkik.hu; zmbekelteto@zmkik.hu

- To have Online dispute resolution

In case of cross-border consumer disputes related to online sales contracts, consumers can settle their cross-border disputes related to online purchases electronically at the following link

<https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show&reload=false> by submitting an electronic complaint via the online platform.

- To initiate court proceedings.

## 8. OTHER PROVISIONS

### 8.1 Unilateral amendment of the General Terms and Conditions

The Service Provider shall be entitled to unilaterally amend these General Terms and Conditions by informing the Customers in advance on the Website. The amended Terms and Conditions shall become effective for the Buyer upon the first use of the Website after the amendment coming into force and shall apply to cases initiated after the amendment.

The Service Provider also reserves the right to make any changes or improvements to the Website at any time without prior notice. The Service Provider also reserves the right to transfer the Website to a different domain name.

### 8.2. Copyright

The Site as a whole, its graphic elements, text and technical solutions, and the elements of the Service are protected by copyright or other intellectual property rights.

The Service Provider is the authorized user of all content, any copyright or other intellectual property rights (including, but not limited to, all graphics and other materials, the layout and editing of the Site, the software and other solutions used, the implementation) displayed on the Site and in the provision of the Services accessible through the Site.

Saving or printing of the contents of the Website or parts thereof on physical or other media is only permitted with the prior written consent of the Service Provider.

Neither the use of the Website nor any provision of the GTC shall grant the Customer any right to use or exploit in any way any trade name or trademark contained on the Website. Apart from the display, temporary reproduction and private copying required for the normal use of the Website, these

intellectual works may not be used or exploited in any form whatsoever without the prior written consent of the Service Provider.

It is forbidden to modify or copy the database of the Service Provider, or to add new data to it, or to overwrite existing data by bypassing the interface or search engines provided by the Service Provider without a separate agreement or without using the service provided for this purpose.

Date of entry into force of these General Terms and Conditions: 12.20.2022.