

# Warranty and Return Policy for Consumers

## I. Scope and Definition of Consumer

1. **Scope:** The provisions of this document apply exclusively to contracts concluded between the webshop and buyers qualified as a **Consumer**.
2. **Consumer:** For the purposes of this policy, a Consumer is defined by the Hungarian Civil Code (Ptk.) as a private individual acting outside the scope of their profession, self-employment, or business activity.

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## II. Warranty for Defects and Mandatory Guarantee

### 1. Warranty for Defects

Under the Hungarian Civil Code, the Undertaking (Seller) is liable for defective performance, meaning the product did not meet the properties stipulated by law or contract at the time of handover.

- **Deadline:** The buyer may enforce their warranty claim for defects within **2 years** from the date of performance (handover).
- **Claims:** The buyer may request, at their choice, **repair** or **replacement**, unless the chosen claim is impossible to fulfill or would result in disproportionate additional costs for the Undertaking. If neither is requested/possible, they may request a **price reduction** or withdraw from the contract. Withdrawal is not permitted for minor defects.
- **Burden of Proof:**
  - Within **1 year** from performance, the burden of proving the defect's origin lies with the **Undertaking**.
  - After the **1-year period**, the buyer is obliged to prove that the defect already existed at the time of performance (handover).

### 2. Mandatory Guarantee

The Undertaking is subject to a mandatory guarantee if the product qualifies as a durable consumer good listed in the Annex of Government Decree 151/2003 (IX. 22.) and its purchase price exceeds 10,000 HUF.

| Sale Price (incl. VAT)    | Mandatory Guarantee Period |
|---------------------------|----------------------------|
| 10,000 HUF – 100,000 HUF  | <b>1 year</b>              |
| 100,001 HUF – 250,000 HUF | <b>2 years</b>             |
| Above 250,001 HUF         | <b>3 years</b>             |

- **Start of Guarantee Period:** Begins on the day the consumer good is handed over to the Consumer.
- **Guarantee Claims:** The Consumer may enforce the same claims as in the case of warranty for defects (repair, replacement, price reduction, withdrawal).
- **Burden of Proof:** During the guarantee period, the Undertaking is only exempt from liability if it proves that the cause of the defect arose after performance.

- **Other Important Rules:**
  - The Undertaking must strive for repair or replacement **within 15 days**.
  - If the product malfunctions again after **three repairs**, and the Consumer does not provide otherwise, the Undertaking must **replace** the consumer good **within 8 days**, or – if replacement is not possible – refund the purchase price.
  - If the repair/replacement period exceeds **30 days**, the Undertaking must **replace** the product **within 8 days** (unless the Consumer specifies otherwise), or – if replacement is not possible – refund the purchase price.
- 3. **Enforcement of Claims (Guarantee and Warranty)**
  - The Consumer must report the defect without delay after its discovery, but no later than **two months**.
  - The Undertaking is obliged to draw up a **report** on the notified claim.
  - **The enforcement of guaranteed rights is NOT conditional on presenting the product's original packaging!**

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### III. Right of Withdrawal and Termination (Returns)

Based on the Government Decree on contracts concluded between absentees (45/2014. (II. 26.) Government decree), the Consumer is entitled to the **right of withdrawal** when purchasing a product online.

1. **The Right of Withdrawal**
  - **Deadline:** The Consumer may withdraw from the contract without giving a reason within **14 days**.
  - **In case of sale of goods:** Calculated from the day the product, or in case of multiple products ordered simultaneously, the last product, is received by the Consumer or a third party indicated by them.
  - **Method of Exercise:** The intention to withdraw must be clearly communicated to the Undertaking within the deadline (e.g., a letter sent by post or email). The Undertaking is obliged to provide a sample withdrawal form on its website.
2. **Refund and Return Conditions**
  - **Return:** The Consumer must return the product or hand it over to the Undertaking within **14 days** of making the withdrawal statement.
  - **Costs:** The **direct cost of returning** the product is borne by the Consumer.
    - *Note: The Undertaking may voluntarily undertake to bear this cost.*
  - **Refund of Purchase Price:** The Undertaking must refund the full purchase price (including the delivery fee, excluding the extra costs arising from choosing a delivery method other than the cheapest usual one) within **14 days** of receiving the withdrawal statement.
  - **Withholding:** The Undertaking may withhold the refund until it has received the product back or the Consumer has provided credible proof of its return.
3. **Depreciation**

The Consumer is liable **for any depreciation** resulting from use exceeding what is necessary to determine the nature, characteristics, and function of the product.

#### 4. Exceptions to the Right of Withdrawal

The Consumer is **not entitled** to the right of withdrawal in, among other cases:

- In respect of a product whose price depends on fluctuations in the financial market beyond the Undertaking's control (e.g., gold).
- In the case of **perishable or short shelf-life** products (e.g., food).
- In respect of a product supplied in sealed packaging which is not suitable for return due to **health protection or hygiene reasons** if unsealed after delivery (e.g., underwear, cosmetics).
- In the case of a product manufactured based on the Consumer's **individual instruction** or explicit request, or which has been clearly customized for the Consumer (e.g., engraved gift).