

Barth Designs Ltd Webshop

General Terms and Conditions

The current document is not registered, it is only concluded electronically, it is not considered as a written contract, is written in English, does not refer to any code of behavior. We are at your service though the given contacts in case of questions regarding the operation of the webshop, or the process of ordering and delivery.

The current General Terms and Conditions affects the legal relationships on the website of the service (<https://www.designsbybarth.com>) and its subdomains. The current General Terms and Conditions is constantly accessible form the following website:<https://designsbybarth.com/aszf> and it can be downloaded and printed anytime from the following link: https://designsbybarth.com/wp-content/uploads/2018/06/aszf_designsbybarth_2018_06.pdf

1. DATA OF SERVICE:

Name of service: Barth Designs Korlátolt Felelősségű Társaság

The seat of service (and place of complaints management): 19th Dózsa György rakpart, 9026 Győr, HUNGARY 1st Floor/2

The contact of the service, the email address used regularly for getting in contact with the customers: info@designsbybarth.com

Company registration number: 08-09-023574

Tax number: 23935879-2-08.

Name of registering authority: Győri Törvényszék Cégbírósága

Phone number: 0036306115327

Data protection registration number: NAIH-131205/2017.

Language of contract: Hungarian

Name, address and email fo internet hosting service:

Full Hosting - Gábor Toronyai e.v., Seat: 32nd Dózsa Gy. út, 5231 Fegyvernek, HUNGARY,

Email: info@fullhosting.hu, Web: www.fullhosting.hu

2. BASIC MEASURES:

- 2.1. The Hungarian law is authoritative for interpretation of the regulation and the issues not regulated in the current regulation, especially the 2013 Law V ("Ptk.") concerning the Civil Code and the 2001 Law CVIII (Eltra Law) concerning electronic commercial services and the certain questions related to services in connection with information society, and Government Decree 45/2014 (II. 26) concerning the detailed regulations of the contracts between consumer and enterprise. The obligatory regulations of the applicable law are valid for both parties without any separate clauses.

- 2.2. The current regulation is valid from 11 June 2018 and stays valid until its cancellation. The service is entitled to modify the regulation unilaterally. The modifications will be published by the service 11 (eleven) days prior to their coming into effect. The users accept by the use of the website that all the regulations concerning the usage of the website are automatically valid for them.
- 2.3. The user, if they enter the website operated by the service or read its content by any means — even if they are not registered users of the website — accept the content of the regulation as obligatory. If the user does not accept the terms, they are not entitled to access the content of the website.
- 2.4. The service reserves all rights for the website, all of its content and parts, and the website's advertisement. It is prohibited to download, store electronically, process or sell any of the website's content without the written permission of the service.

3. REGISTRATION/PURCHASE

- 3.1. The user consents by registering/purchasing on the website, that they are aware of the terms of the current General Terms and Conditions and the Data management informative published on the website and they accept them, and they consent to data managements.
- 3.2. The user must give their own, valid data during registration/purchase. The electronic contract is invalid in case of invalid data or data related to another person is given during registration/purchase. The service excludes its responsibility if the user uses its services in the name of another person or with the personal data of another person.
- 3.3. The service is not responsible for late delivery or other problems, mistakes related to invalid and/or inaccurate data given by the user.
- 3.4. The service is not responsible for damages related to the user forgetting their password, or if the password becomes accessible for unauthorized persons for a reason not related to the service.

4. SCOPE OF PURCHASABLE PRODUCTS, SERVICES

- 4.1. The products can be ordered exclusively online. The labelled prices are in HUF, they contain the VAT prescribed by the law, but do not contain the price of delivery. Packing costs are not charged.
- 4.2. The service labels the name, description and photo of the products in detail in the webshop. The pictures on the data sheet of the products may differ from reality, they may serve as illustrations. We do not take responsibility for the difference between the picture in the webshop and the actual look of the product.

- 4.3. If a discount is introduced, the service completely informs the users about the sales and their exact time period.
- 4.4. If — despite the service’s carefulness — a false price appears on the interface of the webshop, especially the obviously mistaken — e.g. significantly different from the well-known, generally accepted or evaluated price, or prices of 0 HUF or 1 HUF due to system failure — then the service is not obliged to deliver the product for the false price, but it can offer the delivery in the correct price, knowing which the client may change their mind about purchasing.
- 4.5. In case of false price, value disproportion may occur between the real and labelled prices of the product, which should be noted by an average consumer. Due to the 2013 Law V (Ptk.) concerning the Civil Code, the contract is made by the expression of the common and mutual agreement of the parties. If the parties cannot agree on the terms of contract, so the declaration of mutual and common intention is not concluded, then we cannot talk about a valid contract, from which rights and obligations could be retrieved. Thus the false order and the order certified with the wrong price is considered an invalid contract.

5. PROCESS OF ORDER

- 5.1. The user logs in the webshop after the registration
- 5.2. The user sets the number of the product(s) they intend to purchase.
- 5.3. The user add the picked products to the cart. The user may check the content of the cart anytime by clicking on the “cart” icon.
- 5.4. In case the user intends to add additional products to the cart, click the “Continue shopping” button. If the user does not intend to add additional products to the cart, they check the number of the products they intend to purchase. The content of the cart can be deleted by clicking on the “X” icon. To confirm the quantity, the user clicks on the “Update cart” icon.
- 5.5. The user picks the address of delivery, then the method of delivery/payment, which include the following:
 - 5.5.1. Methods of payment:

Online credit card: The user has an opportunity to pay the sum of the order online or with credit card through the secure paying system of the financial service applied by the service.

PayPal service: In case of certain products, the user may pay through a PayPal account.

5.5.2. Cost of delivery:

In case of unique painted helmets, the delivery is initiated from England. Currently, delivery is possible to the countries listed below. Delivery is carried out by UPS delivery company.

The prices of delivery are in HUF, they contain VAT, but do not contain the import and customs fees that may arise.

Target country	Name of service	1 helmet	2 helmets	3 helmets	4 or more helmets
USA	UPS Standard	27935	39600	50590	delivery on custom offer
Albania	Express Saver	49000	97000	144000	
England	Standard	7000	14000	21000	
Austria	Standard	26000	52000	78000	
Azerbaijan	Express Saver	63000	126000	189000	
Belgium	Standard	22500	45000	67000	
Bulgaria	Standard	26000	52000	78000	
Belarus	Express Saver	36000	72000	107000	
Bosnia and Herzegovina	Express Saver	49000	97000	144000	
Cyprus	Express Saver	49000	97000	144000	
Czech Republic	Standard	26000	52000	78000	
Denmark	Standard	26000	52000	78000	
Estonia	Standard	26000	52000	78000	
Finland	Standard	26000	52000	78000	
France	Standard	22500	4500	67000	
Gibraltar	Express Saver	49000	97000	144000	
Greece	Standard	26000	52000	78000	
The Netherlands	Standard	22500	45000	67000	
Croatia	Standard	37500	74500	111500	
Iceland	Express Saver	49000	97000	144000	
Poland	Standard	26000	52000	78000	
Latvia	Standard	26000	52000	78000	
Lithuania	Standard	26000	52000	78000	
Lichtenstein	Standard	30000	60000	89000	
Luxembourg	Standard	22500	45000	67000	
FYR Macedonia	Express Saver	49000	97000	144000	
Hungary					

Malta	Express Saver	49000	97000	144000
Moldova	Express Saver	58000	116000	174000
Monaco	Standard	22500	45000	67000
Northern Ireland	Express Saver	18500	36500	73000
Montenegro	Standard	26000	52000	78000
Germany	Standard	22500	45000	67000
Norway	Standard	37500	74500	111500
Italy	Standard	26000	52000	78000
San Marino	Standard	30000	60000	89000
Spain	Standard	37500	74500	111500
Switzerland	Standard	30000	60000	89000
Sweden	Standard	26000	52000	78000
Serbia	Express Saver	49000	97000	144000
Slovakia	Standard	26000	52000	78000
Slovenia	Standard	26000	52000	78000
Turkey	Express Saver	49000	97000	144000
Ukraine	Express Saver	49000	97000	144000
Romania	Standard	26000	52000	78000
Portugal	Standard	26000	52000	78000
Andorra	Express Saver	49000	97000	144000
Hungary	Standard	26000	52000	78000

Assets of miniature helmet: the delivery is carried out from Hungary, exclusively to European countries through the service of Magyar Posta as a traced package. The customer is charged by the following fees. The prices of delivery are in HUF, they contain VAT, but do not contain the import and customs fees that may arise.

weight of package (gram):	0-40	41-190	191-450	451-900	900+
Europe	2300	3029	4300	6389	on custom offer

- 5.6. If an error or a flaw occurs in the webshop in relation to the products or prices, we reserve the right of correction. In this case, we inform the customer about the new data right after the identification or modification of the error. The user may confirm the order once again after that or may cancel the contract.

- 5.7. The final sum is the summary of the order and contains all the costs according to the confirmation message. The bill (and guarantee certificate, if provided for the product) is contained in the package. The user is obliged to examine the package upon delivery, and to request the recording of any damage on the product or the package, and in the case of damage, the user is not obliged to accept the package. The service does not accept any reclamation afterwards without any records! The delivery of packages is carried out on weekdays between 8am and 5pm.
- 5.8. After giving the required data, the user can submit their order by clicking “Place order”, but first the user may check the given data and send notes attached to their order, or note any additional demands by emailing us.
- 5.9. The user acknowledges the creation of payment obligation by submitting the order.
- 5.10. The correction of data entry: The user may go back to the previous phase before closing the ordering process, where they can correct the given data. In detail: There is an opportunity to access the content of the cart during ordering, or to modify it if the cart does not contain the desired quantity, then the user may type in the desired quantity data entry interface in the quantity column, then press the “Update cart” button. If the user intends to delete the products in the cart, they may click on the “X” button. The user have constant opportunity during ordering to correct/erase the given data.
- 5.11. The user receives a confirmation email right after the submission of the order. If the confirmation email does not arrive to the user in a deadline depending on the type of the service, but at least within 48 hours, the user is free from the offer constraints and obligations of the contract. The order and its confirmation can only be considered received by the service and the user if it becomes accessible for them. The service excludes its responsibility for confirmation if the confirmation does not arrive in time because the user provided a wrong email address during their registration, or if the user cannot receive any messages due to the fullness of their storage space.
- 5.12. The user acknowledges that the confirmation described in the previous section is just an automatic confirmation, it does not make a contract. The contract is made when the service informs the user in a new email after sending the automatic message described above about the details and the expected delivery of the order.

6. PROCESSING OF THE ORDER AND ITS FULFILLMENT

- 6.1. Processing of the order is carried out during opening hours. Orders can be submitted outside the marked time of the processing of the order, and if it happens after working hours, then it will be processed the workday after. The customer service of the service always confirms when it can fulfill the order.

6.2. General fulfillment deadline:

In case of unique painted helmets, the deadline of fulfillment depends on the services ordered by the user (3 dimensional visualization, graphical modifications). Its deadline depends on the package picked by the user, but it is up to 7 days. The actual painting is carried out after that, which has a deadline of 4-6 weeks. Delivery takes additional 1-5 days.

In case of miniature helmet assets, the products available in the warehouses are sent within 2 workdays and they arrive to the user in 5-10 workdays.

In case of logo design, the fulfillment deadline depends on the package picked by the user, but it is up to 8 days after the confirmation.

6.3. According to the sales contract, the service is obliged to transfer its right of property, while the user is obliged to pay the purchase price and accept the delivery.

6.4. If the seller is an enterprise and the buyer is a consumer, and the seller assumes the delivery to the buyer, then the risk of damage is transferred to the buyer if the buyer or a third party appointed by the buyer takes possession of the subject. The risk of damage is transferred to the buyer at the delivery to deliverer, if the deliverer was entrusted by the buyer, unless the deliverer was recommended by the seller.

6.5. If the seller is an enterprise and the buyer is a consumer, in the lack of the differing agreement of the parties, the seller (in the current General Terms and Conditions: service) is obliged to provide the subject for the buyer (user) without latency, but at least within 30 days. In case of custom products, the deadline of provision happens according to unique agreement. (according to section 6.2.)

6.6. In case of the latency of the service, the user is entitled to assign a second deadline. If the seller does not fulfill until the second deadline, the user is entitled to withdraw from the contract.

6.7. The user is entitled to withdraw from the contract without assigning a second deadline if:

a) the service has denied to fulfill the contract; or

b) the contract was to be fulfilled in the assigned time — and not anytime else — according to the agreement of the parties or the recognizable function of the service.

6.8. If the service does not fulfill its obligations assumed in the contract because the product determined in the contract is not available, then it has to inform the user immediately and refund the sum paid by the user.

7. RIGHT OF WITHDRAWAL

7.1. According to Directive 2011/83/EU of the European Parliament and Commission, and the Government Decree 45/2014. (II.26.) concerning the detailed regulations of the contracts between enterprise and consumer, the

consumer may withdraw from the contract without any justification within 14 days after receiving the ordered product and send the product back. In the lack of current informative, the consumer is entitled to practice their right of withdrawal for a year. If the service provides the information after the expiration of the 14 days after the delivery of the product or the conclusion of the contract, but within 12 months, then the deadline for withdrawal is 14 after the information.

- 7.2. The deadline for practicing the right to withdrawal expires 14 days after the consumer or a third party — other than the deliverer — appointed by them receives the product.
- 7.3. The consumer may practice the right of withdrawal between the day of making contract and the day of receiving the product.
- 7.4. The costs of sending the product back must be paid by the consumer, the enterprise does not assume the costs.
- 7.5. In case of practicing the right of withdrawal, the consumer is not charged by any other costs besides the costs of sending the product back.
- 7.6. The consumer is not entitled for the right of withdrawal in case of such, not pre-manufactured products, that were created on the demands and orders of the consumer, or in the case of such product that was uniquely customized for the person of the consumer.
- 7.7. The consumer cannot practice their right of withdrawal:
 - a. in case of contract for providing the service after fulfilling the whole contract, if the enterprise initiated the fulfillment on the preliminary consent of the consumer, and the consumer acknowledged that they lose their right of withdrawal after the fulfillment of the contract;
 - b. in the case of products or services that's price cannot be influenced by the financial enterprise, and it may vary during the period of practicing the right of withdrawal due to market fluctuations;
 - c. in case of perishable products or products with short expiration date;
 - d. in case of products with closed package which cannot be sent back after unpacking due to health or hygiene reasons;
 - e. in case of products which inherently mixes inseparably with other product(s) upon delivery;
 - f. In case of such alcoholic drinks that's actual value depends on market fluctuations that cannot be influenced by the enterprise, and that's price was determined by the mutual agreement of the parties when making contract, but the fulfillment of the contract is carried out only following the 30th day after the conclusion of the contract;
 - g. in case of such enterprise contract in which the enterprise contacts the consumer based on the expressed demand of the consumer for urgent repair or engineering;

- h. in case of sound record or photo, or the purchase of a copy of a computer software, if the package was unpacked by the consumer after the delivery;
 - i. in case of newspapers, journals or periodicals, with the exception of subscription contracts;
 - j. in case of contracts made at public auctions;
 - k. in case of a contract in relation to a service for providing accommodation — except housing services — transportation, lending personal vehicle, catering or free time activities, if a deadline or day of fulfillment was assigned in the contract;
 - l. in case of digital content provided on a non-physical data carrier, if the enterprise initiated the fulfillment with the expressed preliminary consent of the consumer, and the consumer declared at the same time with the consent about their acknowledgement that they will lose their right of withdrawal after the initiation of the fulfillment.
- 7.8. The service refunds the sum paid by the consumer including the delivery costs immediately after the return of the product or the arrival of the declaration for the withdrawal, or at least within 14 days in respect of the regulations mentioned above.
- 7.9. The same payment method is used during the refund as during the purchase, unless the consumer expresses their consent for another payment method; the consumer is not charged with any additional costs related to the other method of refund.
- 7.10. The consumer is obliged to send back or return the products at the service's address without uncertified latency, but at least within 14 days after sending the declaration of withdrawal to the service.
- 7.11. It is sufficient for the consumer to send the declaration of withdrawal within 14 days in case of written withdrawal.
- 7.12. The consumer fulfills the deadline if they send back or return the product(s) before the expiration of the 14-day-period. The return is considered completed in time if the consumer sends the product before the expiration of the deadline.
- 7.13. The consumer is charged only with the direct costs of sending the product back, unless the enterprise assumed the costs for itself.
- 7.14. The service is not obliged to refund those costs to the consumer that are related to not choosing the cheapest method of delivery offered by the service.
- 7.15. The refund may be hold back by the service until it have not received the returned product(s), or the consumer has not provided a proof that they sent them back: the earlier date of the two must be taken into record.

- 7.16. If the consumer intends to practice their right of withdrawal, then they might note it through any of the contacts provided by the service in writing (even through the attached data sheet), by phone or even personally. In case of a notification sent by post, the date of sending is taken into record, in case of notification by phone, the date of calling is relevant. In case of notification sent by post, the service accepts notifications sent as registered delivery or package. The ordered product can be sent back by post or using a delivery service by the consumer to the service.
- 7.17. The consumer is only responsible for the product's depreciation not related to the characteristics of the products, its properties and the use needed to determine its functioning.
- 7.18. Government Decree 45/2014. (II.26.) concerning the detailed regulations of the contracts between enterprise and consumer can be accessed [here](#)
- 7.19. Directive 2011/83/EU of the European Parliament and Commission is available [here](#).
- 7.20. The consumer may contact the service with additional complaints through the contacts described in this regulation.
- 7.21. Only users qualified as consumers according to the Civil Code are entitled for the right of withdrawal.
- 7.22. The right of withdrawal is not provided for the enterprise, those persons who are acting in the scope of their profession, individual occupation or business activity.

7.23. The process of practicing the right of withdrawal:

- 7.23.1. If the consumer intends to practice the right of withdrawal, then they are obliged to note their intentions through one of the contacts of the service.
- 7.23.2. The consumer practices their right of withdrawal if they send the declaration of withdrawal before the expiration of the 14th day after receiving the product. It is sufficient to send only the declaration of withdrawal within 14 days in case of written withdrawal. In case of notification by post, the date of sending is taken into record, while in the case of notification by email or telefax, the date of sending the email or the fax is taken into record.
- 7.23.3. The consumer, in case of withdrawal, is obliged to send the product back to the address of the service without delay, but at least within 14 days. The deadline is considered fulfilled if the product is sent before the expiration of the 14 days (so it does not have to arrive in 14 days). The purchaser assumes

the costs in relation to returning the product when practicing the right of withdrawal.

- 7.23.4. The service is not obliged to refund those additional costs to the consumer that are related to not choosing the cheapest method of delivery offered by the service. The consumer may practice the right of withdrawal between the day of making contract and the day of receiving the product.
- 7.23.5. In case of purchasing multiple products, if the delivery of each product is carried out in different time, then the delivery of the last product — or in the case of a product consisting of multiple parts, the last part — initiates the 14-day-time within which the purchaser may practice the right of withdrawal.

8. Assurance, warranty

Incorrect fulfillment

The obliged fulfills incorrectly, if the service does not meet the quality requirements determined in the contract or regulation at the time of fulfillment. The obliged does not fulfill incorrectly if the entitled knew about the flaw at the time of making contract, or if they had to be aware of the flaw at the time of making contract.

Those requirements in the contract between the consumer and the enterprise that differs on the disadvantage of the consumer in connection to the regulations described in this chapter's sections titled "Material defects" and "Assurance".

Material defects

- 8.1. In what case can the user practice the right of material defects?

In case of the service incorrect fulfillment, the user may practice the right of material defects against the service, according to the regulations of the Civil Code.

- 8.2. What rights is the user entitled to based in the demand of material defects?

The user — according to their choice — may practice the following material defects demands: they may demand repair or replacement, unless this demand is impossible to fulfill or the it would charge the enterprise with disproportionate additional costs compared to the fulfillment of its other demands. If the user did or could not demand repair or replacement, then they may demand the reduction of the consideration or the flaw may be repaired by the user on the expenses of the enterprise, or the user may make someone else repair it, or — as a last resort — they may withdraw from the contract. The user may switch to another material defects right, but the costs of the switch is charged on the user, unless it was justified or the enterprise gave a reason for it.

- 8.3. With what deadline may the user enforce their material defects demand?

The user is obliged to report the flaw immediately after its discovery, but not later than within two months after the discovery of the flaw. However, we would like to warn you that you cannot practice your material defects rights beyond the two years of expiration after fulfilling the contract.

- 8.4. Against whom may the user enforce their material defects demand?

The user may enforce their material defects demand against the service.

- 8.5. What other requirements does the enforcement of their material defects demand have?

The enforcement of material defects demand has no other requirements besides the report of the flaw, if the user certifies that the product or the service was provided by the enterprise operating the webshop. If at least six months have passed since the fulfillment, the user is obliged to prove that the discovered flaw has been present at the time of fulfillment.

Product warranties

- 8.6. In what case can the user practice the right of product warranties?

In case of flaw in a movable property (product), the user — according to their choice — may enforce a material defect or product warranties demand.

- 8.7. What rights is the user entitled to based in the demand of product warranties?

As a product warranties demand, the user may exclusively demand the repair or replacement of the flawed product.

- 8.8. In what case is the product considered flawed?

The product is flawed if it does not meet the quality requirements valid during its marketing, or if it does not have the properties described in the informative provided by the manufacturer.

- 8.9. With what deadline may the user enforce their product warranties demand?

The user may enforce their product warranties demand within two years from the beginning of the product's marketing by the manufacturer. After passing this deadline, the user loses this right.

- 8.10. Against whom and with what other requirements may the user enforce their product warranties demand?

The user may only practice their product warranties demand against the manufacturer or distributor of the movable property. The flaw of the product must be proven by the user in case of product warranties demand.

- 8.11. In what case is the manufacturer (distributor) free from the obligation of product warranties?

The manufacturer (distributor) is free from the obligation of product warranties only if they can prove that:

- the product was not manufactured or distributed as a commercial activity, or
- the flaw was not identifiable at the time of release due to the state of science and technology at that time, or
- the flaw is originated from the application of an obligatory authority regulation or law.

It is sufficient for the manufacturer (distributor) to prove only one of these reasons.

I would like to warn you that you may not enforce both material defects and product warranties demands parallelly at the same time. In case of enforcing product warranties demand, however, you may enforce a material defects demand against the manufacturer in relation to the replaced product or repaired part.

Assurance

- 8.12. In what case may the consumer practice their assurance right?

In case of incorrect fulfillment, the service is obliged to assurance according to Government Decree 151/2003. (IX. 22.) concerning the obligatory assurance in relation to certain substantial consumer goods, if the user is considered as consumer.

- 8.13. What rights is the user entitled to and in what deadline are they entitled according the assurance?

The time of assurance is one year. The deadline of assurance begins with the delivery of the product to the consumer, or if the installation is carried out by the distributor or its entrusted person, then it begins with the day of installation.

Based on their assurance demand, they are — according to their choice — entitled to

- i. demand repair or replacement, unless the fulfillment of the chosen assurance right is impossible, or if the obliged — in comparison to fulfilling another assurance demand — would be charged with disproportionate additional expenses, regarding the value of the service in flawless state, the severity of the violation

- of contract and the damage of interest caused to the entitled by fulfilling the assurance right; or
- ii. demand the proportionate reduction of the consideration, repair the flaw on the expenses of the obliged or have it repaired by someone else, or withdraw from the contract, if the obliged have not assumed repair or replacement, and is not able to fulfill this demand (...), or if the interest of the entitled in the repair or replacement ceased.

In case of an insignificant flaw, the assurance demand is invalid.

The repair or replacement — in respect for the product's properties and the function expected by the entitled — must be carried out within the proper deadline, sparing the interests of the entitled.

8.14. In what case is the enterprise free from the obligation of assurance?

The service is free from the obligation of assurance only if it proves that the cause of the flaw appeared after the fulfillment. I would like to warn you that you may not enforce both material defects and assurance demands parallelly at the same time in relation to the same flaw, but you are entitled to the rights provided for the consumer originating from assurance regardless the rights described in the sections "Product warranties" and "Material defects".

8.15. The service is obliged to assurance beyond the assurance time (the professionally expected lifespan) for the damages caused by usage/aging.

8.16. The service is not obliged to provide assurance and warranty for damages that occurred after the transfer of risk in relation to incorrect or careless treatment, overdone usage, or impacts other than the determined, and the other improper usages of the products.

8.17. If the consumer enforces the demand for replacement due to flaw within 3 workdays after the purchase (installation), the service is obliged to replace the consumer product, if the flaw hinders the proper usage of the product.

8.18. The service is not obliged to provide assurance or warranty if the products ordered by the user were manufactured — or in the case of service, chartered — on unique order.

9. THE PROCESS IN CASE OF ASSURANCE DEMAND

9.1. The agreement of the parties about the measures of the regulation in the contract between the consumer and the enterprise cannot differ on the disadvantage of the consumer.

9.2. The consumer is obliged to prove the conclusion of the contract (with bill or receipt).

- 9.3. The costs related to the fulfillment of the warranty obligations are charged on the service (Ptk. section 6:166.).
- 9.4. The service is obliged to record the consumer's reported warranty or assurance demand in a protocol.
- 9.5. A copy of the protocol must be made accessible to the consumer immediately and in a certifiable way.
- 9.6. If the service cannot make a statement about the possibility of the consumer's warranty or assurance demand at the time of the declaration, it must inform the consumer about its standpoint — including the cause of denial in the case of denial and the possibility of turning to a conciliation panel — within five workdays in a certifiable way.
- 9.7. The service is obliged to preserve the protocol for three years after its record and to deliver it upon the demand of the supervisory authority.
- 9.8. The service must make efforts to carry out the repair or replacement in a maximum of 15 days.

10. MISCELLANEOUS PROVISIONS

- 10.1. The service is entitled to use a contributor for fulfilling its obligation. The service is fully responsible for the illegal behavior of the contributor, as if their illegal behavior would be done by the service.
- 10.2. If any part of the current regulation becomes invalid, illegal or impossible to fulfill, then it does not affect the validity, legality and possibility of the rest of the regulation.
- 10.3. If the service does not practice its right provided by the regulation, then the omission of practicing the right is not considered as resign from that right. The resignation from any right can only be carried out in the case of its expressed declaration in writing. If the service does not insist strictly to one of the essential requirements or limitations of the regulation, it does not mean that it resigns from the right to strictly insist on keeping the given requirement or limitation.
- 10.4. The service and the user try to deal with their conflicts in a peaceful way.

11. THE ORDER OF COMPLAINT MANAGEMENT

- 11.1. The purpose of our shop is to fulfill all the orders in a proper quality, accompanied by the customer's total satisfaction. If the user still has any complaints in connection to the contract or its fulfillment, then they may report their complaint by phone, in email or by post.

- 11.2. The service immediately examines the verbal complaint and remedies it if needed. If the customer does not agree with the management of the complaint or if the immediate supervision of the complaint is not possible, the service records the complaints and the standpoint related to it immediately into a protocol, and it delivers one of the copies to the customer.
- 11.3. The service replies to the written complaint within 30 days. The service justifies its denial of the complaint. The service preserves the protocol in which the complaint is recorded and a copy of the response for for five years, and they deliver it to the supervisory authorities on their demand.
- 11.4. We inform you that in the case of the denial of your complaint, you may initiate the process of the authority or the conciliation panel the following way:
- 11.5. The consumer may report their complaint to the consumer protection authority:

According to Government Decree 387/2016. (XII. 2.) concerning the appointment of a consumer protection authority, the district office acts in case of a public administration authority issue, or the district office according to the county seat, while Pest County Government Office acts on appeal. The contacts of the district offices: <http://jarasinfo.gov.hu>

- 11.6. In case of complaint, the consumer may turn to a conciliation panel, to which the contacts are the following:

Bács-Kiskun Megyei Békéltető Testület
Címe: 6000 Kecskemét, Árpád krt. 4.
Phone number: (76) 501-525, (76) 501-500
Fax száma: (76) 501-538
Név: Mátyus Mariann
E-mail cím: bkmkik@mail.datanet.hu;

Baranya Megyei Békéltető Testület
Címe: 7625 Pécs, Majorossy Imre u. 36.
Levelezési címe: 7602 Pécs, Pf. 109.
Phone number: (72) 507-154
Fax száma: (72) 507-152
Név: Dr. Bodnár József
E-mail cím: bekelteto@pbkik.hu;

Békés Megyei Békéltető Testület
Címe: 5601 Békéscsaba, Penza ltp. 5.
Phone number: (66) 324-976, 446-354,
451-775
Fax száma: (66) 324-976
Név: Dr. Bagdi László
E-mail cím: bmkik@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület
Címe: 3525 Miskolc, Szentpáli u. 1.
Phone number: (46) 501-091, 501-870
Fax száma: (46) 501-099
Név: Dr. Tulipán Péter
E-mail cím: kalna.zsuzsa@bokik.hu;

Budapesti Békéltető Testület
Címe: 1016 Budapest, Krisztina krt. 99.
Phone number: (1) 488-2131
Fax száma: (1) 488-2186
Név: Dr. Baranovszky György
E-mail cím: bekelteto.testulet@bkik.hu;

Csongrád Megyei Békéltető Testület
Címe: 6721 Szeged, Párizsi krt. 8-12.
Phone number: (62) 554-250/118 mellék
Fax száma: (62) 426-149
Név: Dékány László, Jerney Zoltán
E-mail cím: bekelteto.testulet@csmkik.hu;

Fejér Megyei Békéltető Testület

Címe: 8000 Székesfehérvár, Hosszúsétatér
4-6.

Phone number: (22) 510-310

Fax száma: (22) 510-312

Név: Kírst László

E-mail cím: fmkik@fmkik.hu;

Győr-Moson-Sopron Megyei Békéltető
Testület

Címe: 9021 Győr, Szent István út 10/a.

Phone number: (96) 520-202; 520-217

Fax száma: (96) 520-218

Név: Horváth László

E-mail cím: bekeltetotestulet@gymkik.hu;

Hajdú-Bihar Megyei Békéltető Testület

Címe: 4025 Debrecen, Petőfi tér 10.

Phone number: (52) 500-749

Fax száma: (52) 500-720

Név: Dr. Hajnal Zsolt

E-mail cím: info@hbkik.hu;

Heves Megyei Békéltető Testület

Címe: 3300 Eger, Faiskola út 15.

Levelezési címe: 3301 Eger, Pf. 440.

Phone number: (36) 416-660/105 mellék

Fax száma: (36) 323-615

Név: Pintérné Dobó Tünde

E-mail cím: tunde@hkik.hu;

Jász-Nagykun-Szolnok Megyei Békéltető
Testület

Címe: 5000 Szolnok, Verseggy park 8.

Phone number: (56) 510-610

Fax száma: (56) 370-005

Név: Dr. Lajkóné dr. Vígh Judit

E-mail cím: kamara@jnszmkik.hu;

Komárom-Esztergom Megyei Békéltető
Testület

Címe: 2800 Tatabánya, Fő tér 36.

Phone number: (34) 513-010

Fax száma: (34) 316-259

Név: Dr. Rozsnyói György

E-mail cím: kemkik@kemkik.hu;

Nógrád Megyei Békéltető Testület

Címe: 3100 Salgótarján, Alkotmány út 9/a

Telefonszám: (32) 520-860

Fax száma: (32) 520-862

Név: Dr. Pongó Erik

E-mail cím: nkik@nkik.hu;

Pest Megyei Békéltető Testület

Címe: 1119 Budapest, Etele út 59-61. 2. em.
240.

Phone number: (1)-269-0703

Fax száma: (1)-269-0703

Név: dr. Csanádi Károly

E-mail cím: pmbekelteto@pmkik.hu

Honlap cím: www.panaszrendezes.hu

Somogy Megyei Békéltető Testület

Címe: 7400 Kaposvár, Anna utca 6.

Phone number: (82) 501-000

Fax száma: (82) 501-046

Név: Dr. Novák Ferenc

E-mail cím: skik@skik.hu;

Szabolcs-Szatmár-Bereg Megyei Békéltető
Testület

Címe: 4400 Nyíregyháza, Széchenyi u. 2.

Phone number: (42) 311-544, (42) 420-180

Fax száma: (42) 311-750

Név: Görömbein dr. Balmaz Katalin

E-mail cím: bekelteto@szabkam.hu;

Tolna Megyei Békéltető Testület

Címe: 7100 Szekszárd, Arany J. u. 23-25.

Phone number: (74) 411-661

Fax száma: (74) 411-456

Név: Mátyás Tibor

E-mail cím: kamara@tmkik.hu;

Vas Megyei Békéltető Testület

Címe: 9700 Szombathely, Honvéd tér 2.

Phone number: (94) 312-356

Fax száma: (94) 316-936

Név: Dr. Kövesdi Zoltán

E-mail cím: pergel.bea@vmkik.hu

Veszprém Megyei Békéltető Testület

Címe: 8200 Veszprém, Budapest u. 3.

Phone number: (88) 429-008

Fax száma: (88) 412-150

Név: Dr. Óvári László

E-mail cím: vkik@veszpremikamara.hu

Zala Megyei Békéltető Testület

Címe: 8900 Zalaegerszeg, Petőfi utca 24.

Phone number: (92) 550-513

Fax száma: (92) 550-525

Név: dr. Koczka Csaba

E-mail cím: zmbekelteto@zmkik.hu

- 11.7. Dealing with the legal debate of consumers outside court belongs to the scope of the conciliation panel. The task of the conciliation panel is to attempt to create an agreement between the parties in order to deal with a debate of consumers, and to make a decision in case of futile debates in order to secure the simple, quick, effective and cost efficient enforcement of consumer rights. The conciliation panel gives advice on the demand of the consumer or the service about the rights provided for the consumer and the obligations charged on the consumer.

- 11.8. In case of a dispute in connection to online purchase or online service contract reaching beyond borders, only the conciliation panel operating next to Budapest Chamber of Commerce and Industry is entitled to act.
- 11.9. In case of the complaint of the consumer, the online dispute resolution platform of the EU may be used. The usage of the platform requires only a simple registration in the system of the European Committee, [by clicking here](#). Then you may submit your complaint after logging in through the consumer online website at the following link:<http://ec.europa.eu/odr>
- 11.10. The service is obliged to cooperate with during the conciliation panel process. In its framework, it is obliged to send its response document to the conciliation panel and to secure the presence of a person entitled to make agreements. If the seat or premises of the enterprise is not registered in the county according to the geographical situation of the chamber operating the acting conciliation panel, the cooperation obligation of the enterprise is limited to offering the opportunities of making an agreement in writing based on the demand of the consumer.
- 11.11. If the consumer does not turn to a conciliation panel, or the process did not conclude in a useful result, then the consumer may turn to the court to take care of the dispute. The lawsuit must be initiated with an application, on which the following information must be labelled:
- the acting court;
 - the names, addresses and court position of the parties and the representatives of the parties;
 - the right desired to be enforced, and the presentation of the facts on which the demand is based on and its proofs;
 - those data with which the authority and competence of the court can be determined;
 - a resolute request on the decision of the court.
- The document — with which's content you prove your demand — and its copy must be attached to the application.

12. DATA PROTECTION

The data protection information of the website can be accessed here:
<https://designsbybarth.com/adatkezelesitajekoztato>

Győr, 11 June 2018