

GENERAL TERMS AND CONDITIONS

Website: www.fodafashion.hu

Effective from: 10 March 2022

Preamble

Welcome to our website! Thank you for placing your trust in us when making a purchase! If you have any questions regarding these General Terms and Conditions, the use of the website, individual products or the purchasing process, or if you would like to discuss a specific request with us, please contact our staff using the contact details provided.

Imprint: details of the Service Provider (Seller, Business)

Name: Fodor Humán Szolgáltató Bt.
Registered office: 5000 Szolnok, Ispán krt. 11. 2/4, Hungary
Postal address: 5000 Szolnok, Ispán krt. 11. 2/4, Hungary
Shop / collection point: 5000 Szolnok, Ispán krt. 11. 2/4, Hungary
Tax number: 21915174-1-16
Representative: Fodor Józsefné, managing director
Telephone: +36 20 565 7810
Contact person: Fodor Andrea, professional manager
Telephone: +36 20 358 7664
Email: fodor.human@gmail.com
Website: <http://www.fodafashion.hu>
Bank account number: 11600006-00000000-11375948

Hosting provider details

Name: [not provided]
Registered office: [not provided]
Contact details: [not provided]
Website: [not provided]

Definitions

Goods: movable property, including water, gas and electricity supplied in a limited quantity or a specified volume in a container, bottle or otherwise, as well as goods containing digital elements.

Goods containing digital elements: movable property that incorporates or is interconnected with digital content or a digital service in such a way that the goods would not be able to perform their functions without that digital content or digital service.

Parties: the Seller and the Buyer jointly.

Consumer: a natural person acting outside the scope of their profession, self-employed occupation or business activity.

Consumer contract: a contract in which one of the parties qualifies as a consumer.

Functionality: the ability of goods containing digital elements, digital content or a digital service to perform the functions corresponding to their purpose.

Manufacturer: the producer of the product; in the case of an imported product, the importer bringing it into the territory of the European Union; and any person who presents themselves as the manufacturer by indicating their name, trademark or other distinctive sign on the product.

Interoperability: the ability of goods containing digital elements, digital content or a digital service to operate with hardware and software different from that with which goods, digital content or digital services of the same type are normally used.

Compatibility: the ability of goods containing digital elements, digital content or a digital service to operate, without conversion, with hardware or software with which goods, digital content or digital services of the same type are normally used.

Website: this website used for concluding the contract.

Contract: the sales contract concluded between the Seller and the Buyer using the Website and electronic correspondence.

Durable medium: any device enabling the consumer or the business to store information addressed personally to them in a way accessible for future reference and for a period adequate for the purposes of the information, and allowing the unchanged reproduction of the stored information.

Means of communication at a distance: a device capable of enabling the parties, in the absence of their simultaneous physical presence, to make contractual statements for the purpose of concluding a contract, including addressed or unaddressed printed matter, standard letters, press advertisements with order forms, catalogues, telephone, fax and internet-enabled devices.

Distance contract: a consumer contract concluded without the simultaneous physical presence of the parties within an organised distance sales system for the supply of the product or service covered by the contract, using exclusively means of communication at a distance.

Product: goods and goods containing digital elements offered for sale on the Website.

Business: a person acting in the course of their profession, self-employed occupation or business activity.

Buyer / You: the person submitting an offer to purchase and concluding a contract through the Website.

Guarantee: in consumer contracts, (1) a guarantee undertaken by the business for proper performance beyond or in the absence of a statutory obligation, and (2) a mandatory guarantee based on legislation.

Purchase price: the consideration payable for the goods and for the supply of digital content.

Applicable legislation

The Contract is governed by Hungarian law, in particular the following legislation: Act CLV of 1997 on Consumer Protection; Act CVIII of 2001 on certain issues concerning electronic commerce services and information society services; Act V of 2013 on the Civil Code; Government Decree 151/2003 (IX.22.) on mandatory guarantees for certain durable consumer goods; Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses; NGM Decree 19/2014 (IV.29.) on the procedural rules for handling warranty and guarantee claims relating to goods sold under contracts between consumers and businesses; Act LXXVI of 1999 on Copyright; Act CXX of 2011 on informational self-determination and freedom of information; Regulation (EU) 2018/302 on unjustified geo-blocking; Regulation (EU) 2016/679 (GDPR); and Government Decree 373/2021 (VI.30.) on contracts between consumers and businesses for the sale of goods and the supply of digital content and digital services.

Scope and acceptance of the GTC

The content of contracts concluded between us is determined by these General Terms and Conditions (GTC), in addition to mandatory applicable legislation. Accordingly, these GTC set out the rights and obligations of you and us, the conditions for concluding the contract, performance deadlines, delivery and payment terms, liability rules and the conditions for exercising the right of withdrawal. Technical information necessary for using the Website that is not included in these GTC is provided in other information available on the Website. You must read these GTC before finalising your order.

Language and form of the contract

The language of contracts falling within the scope of these GTC is Hungarian. Contracts falling within the scope of these GTC are not considered written contracts and are not filed by the Seller.

Electronic invoicing

Our company uses electronic invoices pursuant to Section 175 of Act CXXVII of 2007. By accepting these GTC, you consent to the use of electronic invoices.

Prices

Prices are stated in Hungarian forints (HUF). The Seller is exempt from VAT as a small taxpayer for VAT purposes; therefore, the prices do not include VAT. Prices are for information purposes. The Seller may modify prices for business-policy reasons. Price changes do not apply to contracts already concluded. If a price is displayed incorrectly, the Seller will proceed in accordance with the "Procedure in the event of an incorrect price" section of these GTC.

Procedure in the event of an incorrect price

A clearly incorrect displayed price includes: a price of HUF 0; or a price reduced by a discount where the discount is displayed incorrectly, for example a HUF 1,000 product offered for HUF 500 while a 20% discount is indicated. If an incorrect price is displayed, the Seller offers the possibility of purchasing the product at its actual price. Having received this information, the Buyer may decide whether to order at the actual price or cancel the order without adverse legal consequences.

Handling complaints and available remedies

Consumers may submit complaints concerning the product or the Seller's activities at the following contacts: customer service office: 5000 Szolnok, Ispán krt. 11. 2/4., Hungary; opening hours: Monday–Friday 9:00–17:00, generally at almost any time by prior appointment; telephone: +36 20 358 7664; website: <http://www.fodafashion.hu>; email: fodor.human@gmail.com. The book of complaints is available at the Seller's customer service office, and the Seller will respond in writing to entries within 30 days. Oral complaints must be examined immediately and remedied where necessary. If immediate examination is not possible or the consumer disagrees with the handling, a report must be prepared and a copy provided or sent in accordance with the applicable rules. Written complaints must generally be answered substantively in writing within 30 days. A rejected complaint must be justified, and telephone or electronic oral complaints must be assigned an individual identification number. Complaint reports and copies of responses must be retained for three years.

Consumer protection proceedings

A complaint may be submitted to the consumer protection authority competent according to the consumer's place of residence. First-instance consumer protection tasks are performed by the competent metropolitan and county government offices. A list is available at <http://www.kormanyhivatal.hu/>.

Court proceedings

The customer may enforce a claim arising from a consumer dispute before a court in civil proceedings under Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation board proceedings

If the Seller rejects the consumer complaint, the consumer may contact the conciliation board competent according to their place of residence or stay. The consumer must first attempt to settle the dispute directly with the business. The business has a duty to cooperate, including submitting a response and ensuring the participation of an authorised person at the hearing. Further information is available at <http://www.bekeltetes.hu> and <https://bekeltetes.hu/index.php?id=testuletek>.

Regionally competent conciliation boards

The original document lists the contact details of the conciliation boards for Baranya, Bács-Kiskun, Békés, Borsod-Abaúj-Zemplén, Budapest, Csongrád-Csanád, Fejér, Győr-Moson-Sopron, Hajdú-Bihar, Heves, Jász-Nagykun-Szolnok, Komárom-Esztergom, Nógrád, Pest, Somogy, Szabolcs-Szatmár-Bereg, Tolna, Vas, Veszprém and Zala. These details have been translated and retained in substance from the source document.

Online dispute resolution platform

The European Commission established an online platform through which consumers may seek to resolve disputes relating to online purchases without court proceedings. The platform is available at <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>.

Copyright

Under Act LXXVI of 1999 on Copyright, the Website qualifies as a work protected by copyright. Unauthorised use of its graphic and software solutions, computer programs or applications capable of modifying the Website or any part of it is prohibited. Any material taken from the Website or its database may be reproduced only with the written consent of the rights holder and with reference to the Website and source. Rights holder: Fodor Humán Szolgáltató Bt.

Partial invalidity and code of conduct

If any provision of these GTC is legally incomplete or invalid, the remaining provisions remain in force, and the applicable statutory provisions replace the invalid or defective part. The Seller does not have a code of conduct under the legislation prohibiting unfair commercial practices against consumers.

Operation of digital content and technical protection measures

The servers providing the data displayed on the Website have annual availability exceeding 99.9%. The complete data content is backed up regularly. Website data is stored in MSSQL and MySQL databases. Sensitive data is stored using appropriately strong encryption and hardware support integrated into the processor is used for encoding.

Information on the essential characteristics of products

Information on the essential characteristics of products available for purchase is provided in the descriptions accompanying the individual products on the Website.

Correction of data-entry errors and responsibility for accuracy

Before finalising an order, you may continuously modify the data you have entered. You are responsible for entering accurate data because invoicing and delivery are based on it. An incorrect email address or a full mailbox may prevent delivery of the confirmation and may prevent the contract from being concluded. If the Buyer discovers an error after finalising the order, they must request a modification as soon as possible by email from the address provided in the order or by telephone.

Use of the Website

Registration is not required for purchasing.

Purchasing process

Products may be selected by category. Product pages display the product photograph, item number, description and price. Clicking "Add to cart" places any number of products in the cart without creating a purchase or payment obligation. The cart may be modified until the order is finalised. The "View cart", "Update cart", "Order", "Continue to the next step", "Cancel", "Back" and "Place order" buttons are used as described in the original document. The Buyer enters user, billing and delivery

information, reviews the order and then submits the offer by clicking "Place order".

Finalising the order and submitting an offer

Information published on the Website does not constitute an offer by the Seller to conclude a contract. For orders covered by these GTC, you are the offeror. By clicking "Place order", you acknowledge that your statement constitutes an offer and, if confirmed by the Seller under these GTC, creates a payment obligation. Your offer is binding for 48 hours. If it is not confirmed within 48 hours, you are released from the offer.

Order processing and conclusion of the contract

Orders may be placed at any time. The Seller confirms the offer by email no later than on the business day following its submission. The contract is concluded when the confirmation email sent by the Seller becomes available in your email system.

Payment methods

Cash payment is available upon personal collection. Payment may also be made by bank transfer or bank card through the online shop.

Delivery and collection methods

Personal collection is free. GLS courier delivery costs gross HUF 1,190. GLS Parcel Point delivery costs gross HUF 1,190. MPL Parcel Locker delivery and MPL courier delivery each cost gross HUF 1,790. Further GLS information: <https://gls-group.eu/HU/hu/cimzetteknek-nyujtott-szolgaltatasok>. Further MPL information: <https://www.posta.hu/csomagautomata>.

Performance deadline

The general performance deadline is no later than 30 days from confirmation of the order. In the event of delay, the Buyer may set an additional deadline; if the Seller fails to perform within it, the Buyer may withdraw from the contract.

Retention of title

If the Buyer previously ordered a product but failed to accept delivery, except where the right of withdrawal was exercised, or the product was returned marked "not collected", the Seller may make fulfilment conditional on advance payment of the purchase price and delivery costs. The Seller may withhold delivery until successful and complete payment has been verified.

Sales abroad

The Seller does not discriminate between Buyers in Hungary and Buyers elsewhere in the European Union using the Website. Unless otherwise stated, delivery or collection is provided in Hungary. The provisions of these GTC also apply to purchases outside Hungary, subject to the applicable EU rules. Communication and purchasing are primarily in Hungarian. Unless otherwise provided, Hungarian VAT applies. The Seller may withhold delivery until the purchase price and delivery fee have been paid in full. Non-Hungarian Buyers may use the delivery and collection options available to Hungarian Buyers. They may also arrange delivery abroad at their own expense, subject to the conditions stated in the original GTC.

Consumer information: right of withdrawal

Only a natural person acting outside their profession, self-employed occupation or business activity qualifies as a consumer; legal persons do not have the right of withdrawal without giving reasons. The consumer has a 14-day right of withdrawal under Government Decree 45/2014 (II.26.). For a sale of goods, the period begins on the date the consumer or a third party designated by the consumer, other than the carrier, takes delivery of the product; for multiple goods delivered at different times, it begins on delivery of the last product. The right may also be exercised between conclusion of the contract and delivery.

Withdrawal statement

The consumer may exercise the right of withdrawal by an unequivocal statement or by using the model withdrawal form available on the Website. The right is exercised in time if the statement is sent before the deadline. The consumer bears the burden of proving timely exercise. The Seller must acknowledge receipt electronically.

Seller's refund obligations

If the consumer withdraws in accordance with the applicable legislation, the Seller refunds all payments, including delivery costs, within 14 days of learning of the withdrawal. Additional costs resulting from choosing a delivery method other than the least expensive standard method do not have to be refunded. Refunds are made using the same payment method unless the consumer expressly agrees otherwise. The Seller may withhold the refund until the product has been returned or the consumer has provided proof of return, whichever is earlier. Cash-on-delivery or postage-due returns cannot be accepted.

Consumer's obligations on withdrawal

The consumer must return or hand over the product without undue delay and no later than 14 days after communicating the withdrawal. The consumer bears the direct cost of returning the product. The consumer is liable for any depreciation resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the product.

Cases where the right of withdrawal does not apply

The right of withdrawal cannot be exercised in the cases listed in Section 29(1) of Government Decree 45/2014 (II.26.), including fully performed services started with the consumer's prior express consent and acknowledgement; price-dependent financial-market products; non-prefabricated or personalised goods; perishable goods; sealed goods unsuitable for return after opening for health or hygiene reasons; goods inseparably mixed with other goods; certain alcoholic beverages; urgent repair or maintenance visits requested by the consumer; unsealed audio, video or software; newspapers and periodicals except subscriptions; public auctions; certain accommodation, transport, vehicle rental, catering or leisure services with a specified date or period; and digital content not supplied on a tangible medium where performance began with the consumer's prior express consent and acknowledgement that the right would be lost.

Conformity requirements

Products and performance must comply with Government Decree 373/2021 (VI.30.). Goods must match the contractual description, quantity, quality, type, functionality, compatibility, interoperability and other characteristics; be fit for any particular purpose made known to and accepted by the Seller; include agreed accessories and instructions; and receive agreed updates. They must also meet the objective requirements reasonably expected for goods of the same type, including functionality, compatibility, accessibility, continuity and safety, and correspond to samples, models or trial versions presented before conclusion of the contract.

Liability for improper installation and updates

The Seller is responsible for defects caused by improper installation where installation formed part of the sales contract and was performed by or under the Seller's responsibility, or where the consumer installed the product improperly due to inadequate instructions supplied by the Seller or, for goods containing digital elements, the digital-content or digital-service provider. For goods containing digital elements, the Seller must provide necessary updates, including security updates, and inform the consumer. The Seller is not liable for a defect caused solely by failure to install an update if the consumer was informed of its availability and consequences and the failure was not caused by inadequate installation instructions.

Accessory warranty

In the event of defective performance, the consumer may assert accessory warranty claims under the Civil Code and Government Decree 373/2021. The consumer may request repair or replacement, unless impossible or disproportionately costly. If repair or replacement is not requested or cannot be requested, the consumer may seek a proportionate reduction of the consideration or, as a last resort, terminate the contract. For consumer contracts, defects discovered within one year are presumed to have existed at the time of performance unless incompatible with the nature of the goods or defect. For used products, rights are assessed in light of defects reasonably expected from prior use. For non-consumer Buyers, the limitation period is one year from delivery.

Special rules for consumer contracts

For sales of movable goods and supplies of digital content between a consumer and a business, the consumer may not repair the defect themselves or have it repaired at the Seller's expense. The Seller may refuse to bring the goods into conformity if repair or replacement is impossible or disproportionately costly. The consumer may request a proportionate reduction or terminate the contract in the cases described in the original GTC, including failure or refusal to repair or replace, repeated non-conformity, serious defect, or failure to undertake performance within a reasonable time without significant inconvenience. The consumer may withhold the outstanding part of the purchase price proportionately to the breach.

Deadlines and proof for accessory warranty claims

The defect must be reported promptly; a defect reported within two months of discovery is deemed timely. Accessory warranty rights may generally be enforced within two years from performance, or within a shorter agreed period for used goods, but not less than one year. Within one year of delivery for sales of goods, after proving purchase from the Seller, there is no additional condition beyond reporting the defect. After that period, the consumer must prove that the defect existed at performance.

Product warranty

For a defect in a movable product, the consumer may choose between an accessory warranty claim and a product warranty claim. Under product warranty, the consumer may request only repair or replacement. The product is defective if it fails to meet quality requirements applicable at the time of placing on the market or lacks the characteristics stated by the manufacturer. The claim may be asserted against the manufacturer or distributor within two years from placing on the market, and the consumer must prove the defect. The manufacturer or distributor is released only by proving one of the statutory grounds stated in the original GTC.

Mandatory guarantee

Under Government Decree 151/2003 (IX.22.), the Seller must provide a guarantee for new durable consumer goods listed in the relevant annex and their accessories and components. The Seller may also provide a voluntary guarantee and must provide a guarantee statement on a durable medium. The statement must identify the guarantor, the product, the procedure for asserting the guarantee and its conditions, and confirm that statutory accessory warranty rights remain available free of charge.

Guarantee periods

For a sale price from HUF 10,000 up to HUF 100,000, the guarantee period is one year; above HUF 100,000 up to HUF 250,000, two years; above HUF 250,000, three years. The period begins on delivery or, if installation is performed by the Seller or its agent, on installation. Repair extends the period by the time the consumer could not use the product due to the defect.

Rules for handling guarantee claims

The Seller should aim to complete repairs within 15 days and must inform the Buyer if repair or replacement takes longer. If the product cannot be repaired on its first repair attempt during the guarantee period, it must generally be replaced within eight days, or the purchase price refunded within eight days if replacement is impossible. If repair cannot be completed within 30 days, the product must generally be replaced or its price refunded within eight days unless the consumer agrees to later repair. Specific exceptions apply to certain vehicles and powered transport products; the Seller must nevertheless aim to complete repair within 15 days.

Three-business-day replacement claim

For new durable consumer goods covered by Government Decree 151/2003, if a replacement claim is asserted within three business days, the Seller must treat the product as defective at the time of sale and replace it without further conditions, subject to the statutory rules.

Release from guarantee liability

The Seller is released from guarantee liability only if it proves that the cause of the defect arose after performance. Accessory warranty and guarantee claims, or product warranty and guarantee claims, may not be asserted simultaneously for the same defect; otherwise, guarantee rights exist independently of warranty rights.

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