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You can find the document in Hungarian language [HERE](#)

General terms and conditions

1. Operator of the web shop

The web shop at <https://www.mybettershelf.com/> internet address is operated by

Mybettershelf Kereskedelmi Korlátolt Felelősségű Társaság
(Mybettershelf Trade Limited Liability Company)

Short name: Mybettershelf Kft.

Registration number: 01-09-373198 - Company Registry Court of Budapest-Capital Regional Court (Fővárosi Törvényszék Cégbírószága)

Tax number: 28768038-2-42

Headquarters: 41 Jerney Street, 3rd floor 12, Budapest 1148 Hungary
(Magyarország, 1148 Budapest, Jerney utca 41. 3. em. 12. ajtó)

Postal address: 41 Jerney Street, 3rd floor 12, Budapest 1148 Hungary
(Magyarország, 1148 Budapest, Jerney utca 41. 3. em. 12. ajtó)

Place of business: 41 Jerney Street, 3rd floor 12, Budapest 1148 Hungary
(Magyarország, 1148 Budapest, Jerney utca 41. 3. em. 12. ajtó)

Telephone: +36 20 365 3641

E-mail: info@mybettershelf.com

Website: <https://www.mybettershelf.com/>

(Supplier hereafter).

Supplier's bank account data:

Hungarian Forint (HUF) based bank account:

Name of bank: Erste Bank Zrt.

Cash flow indicator number: 11600006-00000000-94183515

IBAN: HU28 1160 0006 0000 0000 9418 3515

Swift code: GIBAHUHB

Euro (EUR) based foreign currency bank account:

Name of bank: Erste Bank Zrt.

Cash flow indicator number: 11600006-00000000-94183591
IBAN: HU13 1160 0006 0000 0000 9418 3591
Swift code: GIBAHUHB

Supplier's commercial activity was registered by:

On number 5240 - Budapest Capital XIV. District Zugló Mayor's Office,
Administration and Authority Department, General Authority Department

Chamber registration number:

BU28768038 - Chamber of Trade and Industry of Budapest (Budapesti
Kereskedelmi és Iparkamara)

2. Customer service

Users can contact Supplier's customer service on the following contact details:

2.1. Telephone:

Telephone number: +36 20 365 3641 - it is **not** a premium rate telephone number!

Available from Monday to Friday from 9 am to 4 pm (Central European Time).

2.2. E-mail:

E-mail address: info@mybettershelf.com

Messages arrived on this way are answered within two working days of receipt.

3. Hungarian legislation

- 3.1. Website - defined by the Internet address above - (website hereafter) is operated by Supplier and offers its services from Hungary. Consequently, Hungarian and European law applies Supplier and Users as well in connection with this contract, precisely:

- Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC

In addition, the following Hungarian regulations:

- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény)
- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),
- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),
- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),
- Government Regulation No 373/2021. (VI.30.) laying down detailed arrangements on contracts related to business-to customer transactions as well as to digital content service and to provision of digital services (a fogyasztó és vállalkozás közötti, az áruk adásvételére, valamint a digitális tartalom szolgáltatására és digitális szolgáltatások nyújtására irányuló szerződések részletes szabályairól szóló 373/2021. (VI. 30.) Korm. rendelet),
- Act XLVIII of 2008 on Basic Conditions and Certain Limitations of Economic Advertising Activities (a gazdasági reklámtevékenység alapvető feltételeiről és egyes korlátairól szóló 2008. évi XLVIII. törvény),
- Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény),
- Decree No. 19/2014 (29th IV) by the Ministry for National Economy on Regulations Concerning the Process of Handling Warranty and Indemnity Claims Related to Products Sold by Businesses to Consumers Based on a Contract (a fogyasztó és vállalkozás közötti szerződés keretében eladott dolgokra vonatkozó szavatossági és jótállási igények intézésének eljárási szabályairól szóló 19/2014. (IV. 29.) NGM rendelet),
- Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices (a fogyasztókkal szembeni tisztességtelen kereskedelmi gyakorlat tilalmáról szóló 2008. évi XLVII. törvény).

- 3.2. Times and periods mentioned in present general conditions of contract and usage (terms and conditions or TC hereafter) are meant in CET.
- 3.3. Working days, non-working days and bank holidays are meant to be Hungarian working days, non-working days and bank holidays.
- 3.4. The language of contracting is English. Present Terms and Conditions and prospectus of the website are in English and Hungarian. In case of any misinterpretations as a result of linguistic differences, Hungarian texts are the standards.

4. Scope and subject of General Terms and Conditions

- 4.1. Present contracting terms and conditions are applied to services of the web page, usage of the web page, selling products that can be ordered at the web page.
- 4.2. Contracting parties:
 - 4.2.1. Supplier defined above as operator of the website and seller of products.
 - 4.2.2. User as a person who orders products from the web shop and a person who visits the pages of the website. Users can be any natural people with legal capacity, including natural people from abroad. Any legal people or businesses without legal status, including legal subjects from abroad, may be considered as purchasers or customers according to present TC. Incapable or partly incapable subjects may contract with present contractual conditions according to regulations of CC (Ptk.).
- 4.3. Terms and conditions apply from placement on website until indefinite period.

5. General prospectus about electronic contracting between parties being apart from each other

- 5.1. Users are able to learn essential information about available products on pages of the website where they are described before placing an order.
- 5.2. The language of contracting is English. Present Terms and Conditions and prospectus of the website are in English and Hungarian. In case of any misinterpretations as a result of linguistic differences, Hungarian texts are the standards.
- 5.3. Supplier distributes solely products at the website, ordering services is not possible.
- 5.4. Orders placed on the website are legal declarations made by implicit conduct, indicating that placing the order entails an obligation to make a payment.
- 5.5. Supplier has to confirm the arrival of an order without any delay on electric way. If the confirmation does not arrive at User within 48 hours, User is freed from offer commitments.
- 5.6. A contract is not considered to be a written contract until Supplier does not file it and is later not available in a written form.
- 5.7. Supplier has not undergone any behaviour codex so it is not available at Supplier.
- 5.8. User is informed about actual delivery prices and delivery limitations if any, as well as about possible payment methods. Moreover, they have access to these pieces of information at any time under “Delivery information” on the website.
- 5.9. User receives Terms and Conditions and documents necessary for rightful information in an e-mail confirming the order as an attached document. Content is actualized to the time of placing the order. Furthermore, User can download Terms and Conditions and other pieces of information from the link “Download/print the document: [HERE](#)” and can save and print them, or can have access to the latest version on the website.

6. Defining the price of purchase

- 6.1. User can get information about current product prices at the pages of website showing details of products.
- 6.2. Prices shown with products are gross consumer prices, so all prices shown at website are the total price including VAT. Regulations valid in the destination country of sale might affect a different tax content.
- 6.3. Consumer prices are given in United States dollars (USD).
- 6.4. Supplier does not charge shipping costs for the delivery of the product.
- 6.5. Supplier does not charge for packaging of products.
- 6.6. Prices indicated – or in case of prepayment: shown - in confirmation of orders are gross consumer prices, just like any other costs, they include VAT and any other possible costs.
- 6.7. Supplier reserves the right to change prices of products in its web shop. Modification of prices does not affect prices of already ordered goods in case accepting the order has already confirmed by Supplier via e-mail.
- 6.8. In case an incorrect '0' or '1' USD price is added to a product at the web page, Supplier is not obliged to purchase the product at the incorrect price therefore no contract is concluded to the product concerned with the incorrect price. Supplier may offer to sell the product at the correct price and User concerned to the given transaction can order the product at the correct price by giving a new order. The purchase order given electronically is taken as an offer to purchase which is not obliged to fulfil by Supplier. The first, automatically sent acknowledgement shows only the acknowledgement of the fact that the order is received. Accepting the order always happens by the second, not automatically sent acknowledgement which also means that the contract is concluded. In case of an incorrect price giving the offer at the correct price happens before sending this second acknowledgement herewith before accepting the order.

7. Methods and steps of placing orders, contracting

7.1. Selecting products

- 7.1.1. User can get important information about products at specific pages of the web site.
- 7.1.2. By giving the number of items and depending on the product when it is possible by giving the size/presentation and/or other optional characteristics User can place the selected items into a virtual cart after clicking on the 'Add to cart' button on the data sheet of the selected products.
- 7.1.3. In case User wants to order more than one item, they need to repeat the above described process.
- 7.1.4. If User has questions about products before placing an order, Customer Service of Supplier is willing to help (contacts above, under 'Customer Service'). User's Manual is attached to and posted with products sold by Supplier – if regulations require. If User does not receive compulsory User's Manual together with product, they must inform Customer Service before using product. Supplier sends it additionally.

7.2. Placing and reconfirmation of orders, contracting

- 7.2.1. User can place orders online in the web shop on the following way.
- 7.2.2. Registration is not necessary in order to place an order, registration is not an option on the website.
- 7.2.3. After selecting and putting products into the cart User can take a look at the contents of the cart by clicking on the image of a shopping cart on the heading of the webpage. The quantity of the product User wants to order can be seen next to this image.
- 7.2.4. User can modify the number of ordered items by overwriting the number which shows the number of the ordered items on the page which contain the content of the cart or User can empty the cart during the whole ordering

process by clicking on 'X', which will cancel the order. It is also possible to remove any items from the cart.

7.2.5. After that, after clicking on the "Checkout" button, it is necessary to enter the delivery data, and then, after clicking on the "Continue" button, select the delivery method.

7.2.6. By clicking on the "Continue" button, you select the payment method, if you choose to pay online by bank card, you must enter the details of the bank card used for payment, as well as billing data. If the billing data is the same as the delivery data, it is possible to copy the delivery data by clicking the checkbox next to "Same as shipping address".

If you choose PayPal online payment, after finalizing the order, the User will be redirected to the payment service provider's interface, where it is necessary to log in to the PayPal account and enter the data used for payment and billing data.

ATTENTION! In case of buying something as a taxable person with a tax number (e.g. economic operators, individual entrepreneurs, primary agricultural producers) giving name/company name, tax number and billing address is compulsory. The person who acts on the behalf of the taxable person as customer takes full responsibility for the accuracy of data and for giving real data.

7.2.7. In case user has a discount code, User can write in the appropriate code to the appearing field after clicking on 'Enter a promo code'. After that User can take advantage of the discount by clicking on button 'Apply'.

7.2.8. After clicking the "Continue" button, the total consumer price of the entire order, as well as the gross amount of any other costs to be paid, can be seen under the caption "Order summary"; therefore, all costs to be paid by the User.

7.2.9. Devices provided for identifying and correcting data input errors before sending contractual declaration:

7.2.9.1. Obvious errors occur during input of data are notified by cautionary messages throughout the process of ordering.

7.2.9.2. Contents of the cart, data and parameters of order can be checked, modified or even deleted at any time until placing an order, by modifying, re-typing

data at the pages indicated above, and based on foregoing points of present chapter of TC.

- 7.2.10. User may place a valid order after checking the above-mentioned data of order and correcting possible errors occur in data input, accepting present TC at the last page by marking related declaration, clicking on the button “Check out with PayPal”. After all, User will be redirected to the page of the online payment Supplier where User can make the online payment. The user will be able to enter the shipping address on PayPal interface during payment.
- 7.2.11. User takes note that sending an order constitutes an obligation to pay.
- 7.2.12. Supplier reconfirms order in an automatic e-mail immediately after receiving it. This e-mail is sent to the address provided by User at the time of placing an online order. Reconfirmation includes all the costs User has already paid. If this reconfirmation does not arrive at User within 48 hours after placing an order, User is freed from commitments of offer. Reconfirmation is considered to be received by User if they have access to it (so it appears among incoming messages at their e-mail account). Contract regarding to the purchase of product is not created at this point, this reconfirmation is not regarded as acceptance of the order yet.
- 7.2.13. Processing of orders is between 8 am and 4 pm CET zone every working day after the sum of the order arrives to Supplier’s bank account. In case the sum of the order arrives at Supplier beyond this period, arrival at Supplier is considered completed at the beginning of first processing period to follow. If an order has been pre-paid, arrival of order at Supplier is considered completed when sum arrives at Supplier’s bank account, or if sum arrives later than above mentioned period, arrival of order is considered to be at the start of next processing period. Orders are processed within 2 working days from the date of receipt.
- 7.2.14. After starting to process orders – if order has been accepted – Supplier informs User about the acceptance of the order in an e-mail. Contract about the purchase of product is realized when contract about purchase arrives at User’s e-mail account.
- 7.2.15. Service calls User’s attention to check contents of reconfirmation of arrival of order and reconfirmation of acceptance of order. If any contents of

reconfirmation are different from contents of the order, and User does not complain about these within 24 hours after receiving reconfirmation, or accomplishes payment after receiving reconfirmation, then contract is based on content of reconfirmation (not included the provisions in connection with incorrect price display). In case Supplier has been notified about reconfirmation of a different content, Supplier examines notification and modifies order if necessary.

- 7.3. If User requests deletion of their data that is necessary to fulfil his/her order before fulfilment, or protests against using them for such purposes, Supplier requires a declaration about intention of resistance from ordering.

8. Follow-up correction of orders

- 8.1. If User would like to modify an already posted order, or has given incorrect data, they must notify Customs Service as soon as possible through one of the contact routes. It is important to lose no time in doing this, so that Supplier can correct the order before accomplishment.
- 8.2. In case of correcting an order, Supplier sends a new reconfirmation to User with a modified content, based on which a new contract is realized, when there has been an incorrect but previously accepted order.
- 8.3. In case of a follow-up correction Supplier can act as deleting User's incorrect order and asks for placing a new order. Supplier shall consult about this option with User who is affected in this situation.

9. Terms of payment

- 9.1. Possible forms of payment:

9.1.1. Prepayment by PayPal online payment service

It is a pre-payment act through an online payment service chosen by User during the steps of placing an order.

The online payment service is ensured by PayPal (Europe) (S.à rl et Cie, S.C.A., 22-24, Boulevard Royal, 2449 Luxemburg, Luxemburg). User can pay by using his/her PayPal account during using this service.

User exclusively provides data of online payment used for purchase to PayPal, as they are redirected to website of PayPal during payment process. PayPal does not share data with Supplier.

Further details of online payment are included in the payment service contract conditions, which Users get acquainted with before payment on the surface of payment service where they are redirected to during ordering process.

9.1.2. Pre-payment through online payment service using a bank card (Braintree)

Pre-payment by the choice of User during placing an order through an online payment by a bank card.

Online payment service is provided by Braintree. By drawing on the service, User can pay by **bank card**.

User exclusively provides data of bank card used for purchase to PayPal (Europe) S.a.r.l. et Cie, S.C.A. (Braintree), 22-24, Boulevard Royal, 2449 Luxembourg, Luxembourg, as they are redirected to website of Braintree during payment process. Braintree does not share debit card data with Supplier.

Further details of online payment are included in the payment service contract conditions, which Users get acquainted with before payment on the surface of payment service where they are redirected to during ordering process.

9.1.3. Pre-payment through bank transfer:

User cannot choose bank transfer as a payment method in advance during ordering process. This option is available only after a consultation with the Customer Service. The order confirmation e-mail will contain the necessary data for the credit transfer.

9.2. Supplier starts accomplishing order when total sum of ordered product(s) is arrived at Supplier's bank account.

- 9.3. In case Supplier cannot accomplish the order because of reasons within its own circle of interest, it refunds the amount paid at the time of purchase to User within 14 days after occur of hindrance.

10. Period of performance and conditions of delivery

10.1. Deadline of performance and delivery

- 10.1.1. Supplier delivers products ordered by the deadline mentioned in reconfirmation of accepting an order to the address given by User during the order.
- 10.1.2. If an ordered product is on stock, Supplier hands it over to delivery company within 2 working days after the receipt of payment.
- 10.1.3. Supplier does not keep most of the items in its warehouse, they are manufactured after User's order.
- 10.1.4. If an ordered product is out of stock, but can be ordered, Supplier hands it over to delivery company within six weeks from the time Supplier reconfirms the acceptance of order. In case Supplier cannot or can make shipment only with delay because of circumstances beyond its control, Supplier contacts User who has placed the order immediately to consult with a view to reaching agreement.
- 10.1.5. Delivery Company delivers products within 3-10 working days after Supplier posted products depending on the destination country.
- 10.1.6. If Supplier cannot accomplish orders keeping the deadlines as described above or cannot source the product which is not in store or cannot manufacture a custom size, not pre-manufactured product, Supplier must inform User about performance hindrance immediately after it occurs and shall inform the other part about the probable circumstances of fulfilment or of its failure. In the latter situation Supplier pays back all costs User has already paid.

10.1.7. Delivering ordered items is possible to countries which are one the list of the target countries of the delivery company. User can achieve the list of countries on the webpages of possible delivery companies which are listed at Point 10.2.

10.2. Delivery Company:

10.2.1. **GLS General Logistics Systems Hungary Csomag-Logisztikai Korlátolt Felelősségű Társaság** (GLS General Logistics Systems Hungary Package-logistics Delivery and Service Provider Ltd.)

Short name: GLS General Logistics Systems Hungary Kft. (GLS General Logistics Systems Hungary Ltd.)

Corporate registration number: 13-09-111755

Tax number: 12369410-2-44

Headquarters: 2351 Alsónémedi, GLS 2 Európa Street, Hungary (Magyarország, 2351 Alsónémedi, GLS Európa u. 2.)

Postal address: 2351 Alsónémedi, GLS 2 Európa Street, Hungary (Magyarország, 2351 Alsónémedi, GLS Európa u. 2.)

Telephone: +36 29 886 670

Fax: +36 29 886 610

E-mail: info@glh-hungary.com

Website: <https://glh-group.eu/HU/hu/home>

Delivery Company hereafter.

Delivery Company delivers ordered products to User within 3-10 days depending on destination country after posting. Users can find more details about delivery under the menu point “Delivery information” on the website, and in the document “Általános üzleti feltételek” (“General conditions”) at the website of GLS General Logistics Systems Hungary Kft. (<https://glh-group.eu/HU/hu/altalanos-uzleti-feltetelek>).

10.2.2. **Magyar Posta Zártkörűen Működő Részvénytársaság** (Magyar Posta Private Limited Company)

Short name: Magyar Posta Zrt.

Corporate registration number: 01-10-042463

Tax number: 10901232-2-44

Headquarters: 2-6. Dunavirág Street, Budapest 1138, Hungary (Magyarország, 1138 Budapest, Dunavirág u. 2-6.)

Postal address: 1540 Budapest, Hungary

Telephone: +36 1 767 8282
Fax: +36 46 320 136
E-mail: ugyfelszolgalat@posta.hu
Website: <https://posta.hu>

Delivery Company hereafter.

Delivery Company delivers ordered products to User within 3-10 days depending on destination country after posting. Users can find more details about delivery under the menu point “Delivery information” on the website, and in the document “Általános üzleti feltételek” (“General conditions”) at the website of Magyar Posta Zrt. (<https://www.posta.hu/ugyfelszolgalat/aszf>).

10.2.3. UPS Magyarország Szállítványozó Korlátolt Felelősségű Társaság (UPS Magyarország Shipping Limited Liability Company)

Short name: UPS Magyarország Kft.
Corporate registration number: 13-09-139285
Tax number: 22776082-2-13
Headquarters: 154 Lőrinci Road, Airport City Logistic Park G. building, Vecsés 2220, Hungary (Magyarország, 2220 Vecsés, Lőrinci út 154. Airport City Logistic Park G. ép.)
Postal address: 154 Lőrinci Road, Airport City Logistic Park G. building, Vecsés 2220, Hungary (Magyarország, 2220 Vecsés, Lőrinci út 154. Airport City Logistic Park G. ép.)
Telephone: +36 1 877 0000
Fax: +36 1 877 0115
E-mail: upssaleshun@ups.com
Website: <https://www.ups.com/>

Delivery Company hereafter.

Delivery Company delivers ordered products to User within 3-10 days depending on destination country after posting. Users can find more details about delivery under the menu point “Delivery information” on the website, and in the document “Terms and Conditions” at the website of UPS Magyarország Kft. (<https://www.ups.com/hu/en/help-center/legal-terms-conditions/tariff.page>).

10.2.4. TNT Express Hungary Kft.

(TNT Express Hungary Limited Liability Company)

Short name: TNT Express Hungary Kft.

Corporate registration number: 01-09-068137

Tax number: 10376166-2-44

Headquarters: Logistic Centre II, Budapest 1185 - Building 283., Office Building BUD International Airport, Hungary (Magyarország, 1185 Budapest II. Logisztikai központ – Irodaépület, BUD Nemzetközi Repülőtér 283. ép)

Postal address: Logistic Centre II, Budapest 1185 - Building 283., Office Building BUD International Airport, Hungary (Magyarország, 1185 Budapest II. Logisztikai központ – Irodaépület, BUD Nemzetközi Repülőtér 283. ép)

Telephone: +36 29 886 670

Fax: +36 1 432 7117

E-mail: huheadoffice@tnt.com

Website: <https://www.tnt.com/>

Delivery Company hereafter.

Delivery Company delivers ordered products to User within 3-10 days depending on destination country after posting. Users can find more details about delivery under the menu point “Delivery information” on the website, and in the document “Általános üzleti feltételek” (“General conditions”) at the website of TNT Express Hungary Kft. (https://www.tnt.com/express/hu_hu/site/terms-conditions.html).

10.2.5. DPD Hungária Futárpostai, Csomagküldő Szolgáltató Korlátolt Felelősségű Társaság

(DPD Hungária Courier and Parcel Service Provider Limited Liability Company)

Short name: DPD Hungária Kft.

Corporate registration number: 01-09-888141

Tax number: 13034283-2-41

Headquarters: 2nd floor, Building A, 33 Váci Street, Budapest 1134, Hungary (1134 Budapest, Váci út 33. A épület 2. em.)

Postal address: 2nd floor, Building A, 33 Váci Street, Budapest 1134, Hungary (1134 Budapest, Váci út 33. A épület 2. em.)

Telephone: +36 1 501 6200

E-mail: dpd@dpd.hu

Website: <https://www.dpd.com/hu/>

Delivery Company hereafter.

Delivery Company delivers ordered products to User within 3-10 days depending on destination country after posting. Users can find more details about delivery under the menu point “Delivery information” on the website, and in the document “Általános üzleti feltételek” (“General conditions”) at the website of DPD Hungária Kft. (<https://www.dpd.com/hu/hu/aszf/>).

10.2.6. FedEx Express International B.V.

Corporate registration number: 65939859

Headquarters: Taurusavenue 111, 2132 LS Hoofddorp, Netherlands

Postal address: Budapest, BUD International Airport, Logistic Center No. II, 1185

Telephone: +36 80 980 980

Website: <https://www.fedex.com/>

Delivery Company hereafter.

Delivery Company delivers ordered products to User within 3-10 days depending on destination country after posting. Users can find more details about delivery under the menu point “Delivery information” on the website, and in the document “Terms of use” at the website of FedEx Express International B. V. (<https://www.fedex.com/en-hu/terms-of-use.html/>).

10.3. Shipping costs

Supplier does not charge shipping costs for the delivery of the product.

10.4. Receiving products

10.4.1. If User does not take over the ordered products at the time of delivery without any reason – including when User is not available despite of Delivery Company’s multiple reaching attempts, and delivery becomes impossible -, Supplier has the right to sell the ordered product to a third party. In such cases, if Supplier gets product back, Supplier - deducts the cost of the payment transaction and the delivery and return of the product from the amount paid at the time of the order and refunds the remaining amount to the User, as this case does not qualify as an exercise of the right of withdrawal.

10.4.2. User checks the amount and soundness of the ordered products at the spot of delivery, together with the existence of the necessary documents (invoice), and informs courier about possible damages, deficiency or other differences

from what was ordered. If User notices any damages or differences on the products at delivery, Delivery Company must hand over products one by one, and register differences and damages on products on the spot. For damages caused during delivery, Delivery Company takes primary responsibility, however, Supplier bears the risk for damages or differences until the time of handing over products to User. If User does not check products at the time of delivery, his/her right to warranty does not change nor does the right of withdrawal without any explanation, they can practise them as described at Point 11.

10.4.3. Takeover in person is only possible for Customers staying in Hungary at 10314 Kaktusz Street, Budaörs 2040 Hungary (Magyarország, 2040 Budaörs, Kaktusz u. 10314. hrsz.) in a separately agreed appointment.

11. Defective performance, warranty, indemnity, right of withdrawal without reason

11.1. Defective performance

11.1.1. Supplier performs defective if products do not match quality standards of the time of contracting or as it is stated in law.

11.1.2. Supplier does not perform defective if User knew about the fault at the time of contracting, or should have known about the fault at the time of contracting.

11.1.3. In case of purchase done by User considered as Consumer, it must be presumed that any faults discovered by User within one year after purchasing were present at the time of delivery, except if this assumption contradicts the nature of matters or the nature of fault. This practically means that in case of any faults discovered on the product within one year from the time of purchase, the burden of proof lies with Supplier.

11.1.4. In case of purchase done by User considered as Consumer Supplier performs defectively if the fault of the product occurs from inefficient commissioning provided that commissioning is part of the sales agreement and it was performed by Supplier or it was performed under the responsibility of

Supplier or commissioning had to be done by User by following the instructions of Supplier's installation instructions and defective performance comes from the fact that these instructions were incomplete.

11.1.5. In case of purchase done by User considered as Consumer, if the product is installed by Supplier according to the sales agreement or installation is performed under the responsibility of Supplier, fulfilment is considered as having ended when installation is finished.

11.2. Liability for defects

11.2.1. User can initiate a demand of liability for defects against Supplier, if latter performs inappropriately, based on the regulations of Civil Code, where User is a consumer, based on Civil Code and Government Regulation 373/2021. (VI.30.).

11.2.2. User – based on their choice – can choose between the following liability for defects: can ask for repair or replacement, except if non-of these is impossible to perform or would mean a disproportionately high cost for Supplier compared to other demands. User as a consumer, during determining a disproportionately high cost Supplier shall consider every circumstance, including the value of the service in case of faultless condition and the extent of termination of contract. In case Supplier has not agreed to repair or replace the product or Supplier is unable to fulfil this obligation in time because of the specifications of the product and being aware of the User's purposes, with no harm on User's interests or in case User's interests in repairing or replacing the product is lost:

- User as a consumer can ask for proportional reduce of the price or can cancel the contract but cannot repair the product on its own at the expense of Supplier and cannot have the product repaired by anyone else either;
- User as not a consumer can ask for proportional reduce of the price or can repair the product at the expense of Supplier or can have the product repaired by someone else or can cancel the contract.

11.2.3. User as consumer has the right to request proportional reduction of the price
- corresponding to the weight of the breach of the contract or terminate the sales agreement if

- Supplier failed to perform or refused to repair or replace the product or performed it but not or not fully took the covering costs of taking back the product.
- repeated failure happened despite of the fact that Supplier had attempted to make the fulfilment contractual;
- the failure of fulfilment is so severe that it fully justifies an immediate discount or the immediate termination of the contract; or
- Supplier has not agreed to make the product contractual or it is obvious from the circumstances that Supplier will not be able to undertake its contractual obligation within a reasonable time period or without causing significant conflict of interest for User.

11.2.4. In the case of a User as a consumer purchase reduction of the price is proportional if it is equal with the difference between the value of the service when it is performed contractually and the value of the product received actually provided for User.

11.2.5. In case a User as a consumer buys some goods User's right of terminating the contract out of Implied warranty can be exercise with a statement addressed to Supplier about expressing his/her decision of terminating the contract.

11.2.6. In case a User as a consumer buys some goods and defective performance affects only a part of the sold goods under the sales agreement on which part the right of withdrawal applies to, User can terminate the contract for goods which are affected with the defect but also has the right to terminate the contract in connection with the other purchased goods as well in case keeping only the defected goods cannot reasonably be expected from Supplier.

11.2.7. In case User as a consumer refers to defective performance as the reason of terminating the contract, it is Supplier's obligation to prove that the fault is insignificant.

11.2.8. User as a consumer has the right to hold back the remaining part of the sales sum partly or wholly - following the seriousness of the breach of contract - until Supplier does not fulfil its obligations in connection with contractual fulfilment and defective performance.

- 11.2.9. User may change from the right to liability for defects to another, however, the cost of this must be paid by User except if it was necessary or Supplier has given a reason for it.
- 11.2.10. User considered as Consumer must communicate faults immediately after noticing them, or within no more than two months. In case of contracts between Consumer and business, faults which are communicated within two months after being discovered, must be considered as faults communicated without delay. Entitled person is responsible for any damages that was caused by any delay in notice. At the same time, Supplier draws User's attention to the fact that User can not realize their right to liability for defects after two years of fulfilling contract. In case of second-hand products, this deadline is one year.
- 11.2.11. In case of User considered as Consumer makes a purchase, they can realize their demands related to liability for defects by communicating the fault, if User proves that product or service has been provided by Supplier. However, User is obliged to prove that fault was already existent at the time of delivery if one year has already passed after accomplishment.
- 11.2.12. Supplier is obliged to repair or replace the product – which applies to the characteristics of the product and also to the purpose of the product that is expected by User - within a reasonable period of time. Reasonable time has to be calculated from the time when User communicated the failure to Supplier.
- 11.2.13. The product has to be submitted to Supplier responsible by User for repairing or replacing it. Costs in connection with fulfilling warranty obligations have to be paid by Supplier.
- 11.2.14. In case User as a consumer buys any goods, Supplier is obliged to organize taking back the goods on its own cost. If the act of replacing or repairing the product affects removing any goods which had been – due to their nature - installed before the defect occurred, the obligation to repair or replace the product involves removing the defected product and installing the replacement or repaired product or has to bear the costs of removing and re-installing the product.

11.2.15. In case User terminates the contract fully or partially in connection with part of the goods provided under contract, User has to send the affected product(s) back to Supplier at the expense of Supplier and Supplier has to pay the completed purchase price back immediately as soon as the product(s) of the verification of return was taken over by Supplier.

11.3. Product warranty

11.3.1. In case of faults with goods (products), User considered as consumer – based on their choice – can exercise their rights to liability for defects or product warranty.

11.3.2. According to product warranty demand, they can only ask for repair or replacement of faulty product.

11.3.3. Product is faulty if it does not meet valid quality standards at the time of marketing or does not have the qualities described in the manual released by producer.

11.3.4. User may exercise their demand for product warranty within two years after producer marketed the product. After this deadline, this right is lost.

11.3.5. User can exercise their product warranty right against producer or distributor of goods. If User wants to exercise their demand for product warranty, it is their responsibility to prove the fault of the product.

11.3.6. Producer or Supplier is freed from its commitment to fulfill product warranty demands only if they can prove that:

- product was not made or distributed during their business activities, or
- fault could not be discovered at the time of marketing, taking into consideration scientific and technological developmental phases, or
- fault of product is the result of an act or compulsory official regulation.

Proving one reason by producer or Supplier is enough.

11.3.7. User can not lay claim to liability for defects and also product warranty at the same time. However, in case of a successful claim for product warranty, User may exercise their demand for liability for defects concerning exchanged product or repaired part against producer.

11.4. Compulsory guarantee

11.4.1. According to Act V of 2013 of Civil Code of Government Regulation 151/2003. (IX.22) on ‘compulsory warranty of some durable consumer goods’ and to NGM Regulation 19/2014. (IV.29) (hereafter NGM Regulation) on ‘rules of procedure of handling remedies and warranty claims of goods sold within the framework of a contract between customers and a businesses’ Supplier must give compulsory warranty on some goods in case of defective execution towards User taken as Consumer.

11.4.2. Duration of warranty:

- A period of one year in case the sales price is more than 10 000 HUF but no more than 100 000 HUF,
- A period of two years in case the sales price is more than 100 000 HUF but no more than 250 000 HUF,
- A period of three years in case the sales price is more than 250 000 HUF.

The calculation of the sales price is based on currency exchange rates published by Magyar Nemzeti Bank (Hungarian National Bank) on the day of purchasing the product, rates are available at <https://www.mnb.hu/arfolyam-lekerdeztes>.

The period of warranty starts on the day when the product is handed over to User or in case installing is done by Supplier or his agent the starting point is the day of installing.

In case installing of the product happens by User or his/her agent more than six months after the day of handover, the period of warranty starts on the day the product was handed over.

In case of fixing consumer goods, the period of warranty is prolonged from the day of handover by the period User was unable for intended use of consumer goods because of its failure.

In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies and it malfunctions during the law justify compulsory warranty period User can implement the same claims against Supplier as in case of liability for defects. User has the possibility -

according to the order written under the title 'Liability for defects' - to ask for repair, replacement, discount or withdrawal of the contract.

11.4.3. In case there is warranty on the purchased product entitlements arising from both guarantee and warranty can be implemented at the same time.

11.4.4. User's request for repair can be done at the headquarter of Supplier, at any of Supplier's establishments, branches or at repairers indicated in the warranty ticket given by Supplier based on User's choice.

Warranty claim can be enforced by presenting warranty ticket but returning the opened packaging is not a condition.

In case Supplier failed to give a warranty ticket at the time of purchase, User can exercise his/her right of warranty by presenting the sales note of the purchase (invoice or receipt).

11.4.5. Supplier can be exempted from the obligation of warranty only in case it can be proved that the defect appeared after fulfilment.

11.4.6. In case there is no expressed written commitment Supplier cannot ensure that the goods are available for every special purpose User might want to use it. Supplier has the right to have the indicated defect of the purchased goods checked by a special service. In case it comes to light that the defect is a result of a misuse of the product, User will be charged with the cost of repairing. The commitment of warranty does not cover cases in which the goods was taken apart, coverage was split or opened, its construction was changed by any unauthorized persons. Furthermore, warranty does not cover defects that comes from:

- wrong installation,
- misuse,
- wrong place in service,
- skipping compulsory maintenance,
- physical damage.

11.4.7. Recommendation for normal of shelves:

- the maximum load capacity of shelves: 10 kg / 22 pound;
- shelves can be kept solely inside where they are not exposed to wetness and extreme humidity;

- shelves can be kept between the temperature of 0-40 C / 32-104 Fahrenheit.

11.4.8. In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies, Supplier provides a warranty ticket with the goods or sends an electronic warranty ticket bearing and electronic signature and also ensures its availability via downloading. Supplier is obliged to transfer the warranty ticket via electronic means no later than the following day of handover or installation. In case User can reach the warranty ticket via downloading, Supplier is obliged to make sure that the warranty ticket could be reached and downloaded unchanged until the end of the warranty period.

The list of durable goods can be found in the Annex of Government Regulation 151/2003. (IX.22.). There is no obligation of compulsory guarantee on products outside the scope of this Annex.

11.4.9. In case Supplier ascertains during the first repair that the product cannot be repaired, Supplier is obliged to change the product within eight days unless otherwise specified by User. In case it is not possible, Supplier is obliged to pay the sales price back - which is seen on the certificate confirming payment presented by User - to User within eight days.

11.4.10. In case the product has been already repaired three times during the period of warranty and it fails again and User does not claim the proportional reduction of sales price or does not want that Supplier repairs or gets the product repaired at his own expense, Supplier is obliged to replace the product or - if replacing is not possible - pay the sales price back within eight days.

11.4.11. In case User has a warranty claim but the product is not repaired within 30 days, Supplier is obliged to replace or - if replacing is not possible - pay the sales price back within eight days of that date.

11.4.12. If User who is considered as a consumer asserts a replacement request within three working days from the date of purchase - or if Supplier or its representative has put the product into operation than within three days from the date of commissioning - due to the failure of the consumer product, then Supplier cannot claim disproportionate additional costs, but is obliged to replace the consumer product, provided that the failure prevents the intended use.

11.4.13. User cannot implement legal liability for defects and warranty claim or product guaranty and warranty claim in the same time for the same defect. However, User has the right for guarantee independently of liability for defects or product warranty.

11.5. Right of withdrawal without reason

11.5.1. User considered as Consumer can exercise their right of withdrawal within 14 days of takeover without any explanation concerning this contract.

11.5.2. Deadline for desist

a) in case of contract about sale and purchase of products: expires after 14 days counting from the day when User or a third person - apart from the delivery man - denoted by User takes over the product;

b) in case of more than one product: expires after 14 days counting from the day when User or a third person - apart from the delivery man - denoted by User takes over the product;

c) in case of providing a product consisting of more items or parts: on the day when User or third person -apart from the delivery man - denoted by User takes over the last item or part of product.

d) and in case of points a), b) and c) User may exercise their right of withdrawal between the day of contracting and the day of takeover.

11.5.3. If User wants to exercise its right of withdrawal, they must send an obvious declaration about withdrawal to one of Supplier's contact channels. Declaration of withdrawal can be made in any form, oral or written.

User can download and use a sample of declaration to exercise its right of withdrawal on the following link:

► [Withdrawal of declaration](#)

or can copy its content from here:

...

Sample of withdrawal declaration

(Only fill in and send back if you have an intention to withdraw from the contract.)

Addressee: Mybettershelf Kft.

Postal address: 41 Jerney Street, 3rd floor 12, Budapest 1148, Hungary
(Magyarország, 1148 Budapest, Jerney utca 41. 3. em. 12. ajtó)

Product collection address (the User must return the product here): 10314.
(Kaktusz Street), Budaörs 2040, Hungary (Magyarország, 2040 Budaörs,
10314. hrsz. (Kaktusz utca))

E-mail: info@mybettershelf.com

..... as undersigned I declare that I exercise my right of withdrawal concerning the contract of sale and purchase of the following product(s):

Date of receipt of product:

Name of consumer:

Address of consumer:

Signature of consumer (exclusively in case of a written declaration):

Date:

...

User exercises their right of withdrawal in time if they send a written withdrawal declaration or gives an oral notice on the day of deadline. It is User's responsibility to exercise their right of withdrawal in an appropriate form and keep deadlines described here.

Opened packaging and usage of product related to diagnosing its character and functioning do not foreclose exercising the right of withdrawal.

11.5.4. Returning products must be organized and covered by User and can be done in person, after having arranged an appointment with the customer service.

11.5.5. Payoff follows after the acceptance of withdrawal and taking back of product, within 14 days after accepting withdrawal. In case of withdrawal, Supplier must refund the price of product and cost of delivery to User.

11.5.6. User can not exercise their right of withdrawal if:

- in case of non-pre-manufactured products that has been produced based on User's specific demands and requests, or has been explicitly customized to User's needs.

11.6. Legal effects of withdrawal

11.6.1. If User withdraw from the contract Supplier refunds all counter-services accomplished by User immediately or no more than within 14 days after arrival of User's withdrawal declaration, including delivery costs (except for extra fees that have arisen because User has chosen a more expensive delivery option than Supplier usually offers at the lowest price). During refund, Supplier uses the same form of payment as in original transaction, except when User explicitly consents to using a different form of refund, and User does not have to bear any extra costs as a result. In case of sale and purchase contracts, Supplier can withhold refund as long as it has not received product, or User has not proven that they sent the product back: the earlier date must be attended to.

11.6.2. User must return or hand over the product without any unreasonable delay to Supplier, but within 14 days after the arrival of their withdrawal declaration. Deadline is considered to be kept if they send product before the 14-day deadline is over. User bears the direct cost of returning the product.

11.6.3. User can only be taken responsible for devaluation of product if usage has exceeded the level of reasonable use in order to diagnose the character, qualities and functioning of product.

12. Displaying user ratings

- 12.1. The Supplier publishes some evaluations on the website interface from among the text opinions written by Users forwarded to it.
- 12.2. Only genuine reviews are published on the website. Before publishing the opinions, the Supplier checks whether the evaluator is among the persons ordering. In this way, it is ensured that only the evaluations and opinions of real customers can be displayed.
- 12.3. After the evaluations are published by the Supplier, they are visible to other users in such way that they can see the first name of the evaluator and the data made public in his/her evaluation, so the identity of the User can also be identified.
- 12.4. Every evaluation placed on the webpage are displayed on a well-visible way to every visitor.
- 12.5. The User cannot publish independently and directly an opinion or evaluation.
- 12.6. Supplier does not display sponsored advertisements on its webpage.
- 12.7. The Supplier does not publish all of the evaluations it receives.
- 12.8. Among the evaluations, the Supplier displays various positive and negative evaluations on the website in equal proportion.
- 12.9. The Supplier does not edit or partially delete already published evaluations; if the evaluations are published, they will be displayed on the website in their unchanged form.
- 12.10. User can ask Supplier for deleting his/her evaluation.
- 12.11. Content that appears in other evaluations and can be considered as intellectual property (work, creation, scientific or other intellectual achievement) may only be used with the prior permission of the right holder (publisher of own content; author).

13. Exclusion of liability

- 13.1. Supplier is not bound by contracting commitment grounded in law. It makes decisions freely about accepting or refusing Users' orders. Supplier does not take responsibility for any damage arising from these.
- 13.2. Supplier does not guarantee that User can use products for any kind of purposes which had not been consulted with Supplier before the conclusion of the contract or Supplier did not confirm its applicability during consultations. The guideline given in the description of product and the user's manual is only a normative. However, Supplier cannot take responsible for any deviance resulting from concrete circumstances of usage.
- 13.3. Supplier does not take any responsibility for direct and indirect damages resulting from malicious use of the website or inaccessibility of internet service provider. Supplier cannot be held responsible for technical disturbances, for example power or computer network failure. Considering the fact that the Internet is an open, unsafe network, Supplier is not liable for damages caused by consummation, delayed arrival or other faults of messages and orders that have been sent in an electronic form.
- 13.4. Supplier may abolish the possibility to use the website for all Users at any time without any explanation by finishing the operation of website. In such cases it fulfills valid and accepted orders and other requests of Users, however, it is not liable for other possible consequences.
- 13.5. If User has provided data of order erroneously and/or not precisely, Supplier is not liable for delays or other problems, faults and damages as result of these.
- 13.6. Contents downloaded by following external references on the website are not influenced by Supplier. Based on authorized party's request, Supplier deletes or modifies links. Supplier does not take any responsibility for contents appearing after using such link or downloading any contents.

14. Other regulations

- 14.1. Supplier reserves the right concerning legal protection related to contents found at website and regulations about using website, enforcement and change of regulations in case of Users who have not ordered anything but are browsing website. Rules and declaration about this can be found continually at website in [Legal Declaration](#), in present TC and further informative documents.
- 14.2. Contractual partners declare that they act based on the requirements of goodwill and fairness in co-operation while exercising their rights and fulfilling their requirements sequence to present contractual conditions.

15. Data processing and data protection

Information about Supplier's processing activities can be found in "[Privacy Policy](#)" and "[Cookies Policy](#)".

16. Modifying contractual conditions

- 16.1. Supplier reserves the right to modify contractual conditions unilaterally without any prior notice and notification.
- 16.2. Contractual conditions that applies to contracts based on individual orders are always attached to the contract's final reconfirmation - that creates the contract itself.

17. Normative law, legal disputes

- 17.1. In questions not settled in present contract these provisions of Hungarian and Community legislation and regulations are normative:
- Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of

establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC

In addition, these Hungarian regulations:

- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény)
- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),
- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),
- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),
- Government Regulation No 373/2021. (VI.30.) laying down detailed arrangements on contracts related to business-to customer transactions as well as to digital content service and to provision of digital services (a fogyasztó és vállalkozás közötti, az áruk adásvételére, valamint a digitális tartalom szolgáltatására és digitális szolgáltatások nyújtására irányuló szerződések részletes szabályairól szóló 373/2021. (VI. 30.) Korm. rendelet),
- Act XLVIII of 2008 on Basic Conditions and Certain Limitations of Economic Advertising Activities (a gazdasági reklámtevékenység alapvető feltételeiről és egyes korlátairól szóló 2008. évi XLVIII. törvény),
- Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény),
- Decree No. 19/2014 (29th IV) by the Ministry for National Economy on Regulations Concerning the Process of Handling Warranty and Indemnity Claims Related to Products Sold by Businesses to Consumers Based on a Contract (a fogyasztó és vállalkozás közötti szerződés keretében eladott dolgokra vonatkozó szavatossági és jótállási igények intézésének eljárási szabályairól szóló 19/2014. (IV. 29.) NGM rendelet),
- Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices (a fogyasztókkal szembeni tisztességtelen kereskedelmi gyakorlat tilalmáról szóló 2008. évi XLVII. törvény).

18. Complaint, prosecution of law

- 18.1. User may complain to Supplier in letter, on the phone and in an e-mail about problems with Supplier's services, members, employees or about attitude, activity or default related to distribution and sale of product to User and quality of product using the following channels:

Mybettershelf Kft.

Address: 41 Jerney Street, 3rd floor 12, Budapest 1148, Hungary
(Magyarország, 1148 Budapest, Jerney utca 41. 3. em. 12. ajtó)

Telephone: +36 20 365 3641

E-mail address: info@mybettershelf.com

Supplier examines oral complaints immediately, if necessary, acts at once. Should this not be possible or User does not agree, and written complaints are replied to within thirty days in writing in a substantive and verifiable manner.

In case User does not agree with Supplier's acts or it is not possible to investigate the complaint immediately, Supplier is obliged to make a report without delay about the complaint and also about Supplier's position and handing over the second copy to User on the spot in case of a verbal complaint given personally or in case of a verbal complaint given on the phone or electronically, Supplier shall send it attached to the written response.

Supplier shall allocate User's complaint with an individual identification number when the complaint happens on the phone or electronically.

Supplier shall properly justify if the complaint is refused.

The report of the complaint shall consist the followings:

- name and address of User,
- place, time and way of proposing the complaint,
- detailed description of User's complaint, list of data, documents and any other evidence presented by User,
- Supplier's declaration about their point of view on User's complaint in case an immediate investigation is possible,
- the person's name who takes the report and User's signature – except if the complaint happens on the phone or electronically,
- place and time of taking the report,

- the individual identification number – in case the complaint happens on the phone or electronically.

The company is obliged to keep the report of the complaint and the second copy of the answer for three years and to represent it to any audit authority if they are asked to do so.

In case of refusing the complaint, Supplier is obliged to inform User in writing which authority or conciliator body he or she can turn to with his/her complaint to institute legal proceedings – according to the nature of the case. Moreover, the information has to comprise the headquarter, telephone and Internet availability and postal address of the competent authority and of the conciliator body competent according to the place of residence or stay of the claimant. The information shall also include that the company intends to use the proceedings of the conciliator body with a view to facilitating a settlement.

In case the consumer dispute between User Supplier cannot reach a settlement, User can turn to the following authorities.

18.2. Possibility of turning to a conciliator

User (consumer) can ask for the proceedings of a conciliator without any charge regarding the quality, safety of products, applying product responsibility rules, quality of services, furthermore, contracting between parties and accomplishment of contract.

If Consumer has a place of residence or place of stay in Hungary, chamber of commerce and conciliator boards operating in that county (or in the capital) are entitled to act. Contact information of these conciliator boards can be found here: <https://www.bekeltetes.hu/index.php?id=testuletek>.

Consumer can ask for a different conciliator board than the ones indicated above.

Conciliator body entitled to act based on Supplier's headquarters is:

Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület

(Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry)

Address: 99 Krisztina Bld., 1st floor 111, Budapest 1016, Hungary (Magyarország, 1016 Budapest, Krisztina krt. 99. I. em. 111.)

Postal address: P.O. Box 10 Budapest 1253 Hungary (Magyarország, 1253 Budapest, Pf. 10.)

Telephone: +36 1 488 2131

E-mail: bekelteto.testulet@bkik.hu

Website: <https://bekeltet.bkik.hu/>

If consumer does not have a place of residence or a place of stay in Hungary:

In international legal disputes between consumers and merchandisers related to online sale and purchase or service contracts, Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry) is entitled to act in Hungary.

Supplier must co-operate in the proceedings of a conciliator board.

Conciliator boards operate independently beside county (or metropolitan) chambers of commerce. They are competent to deal with consumers' legal disputes as described above out of court: they try to reach agreements, and if this is unsuccessful, make a decision in order to provide enforcement of consumer rights in an easy, effective and cost-saving way.

Conciliator boards give advice to consumers and businesses about rights and obligations of consumers.

- 18.3. If User lives in the European Union, they may draw on the online device of the European Commission to sort out disputes regarding products and services bought on the Internet.

Online device of the European Commission to sort out disputes

Website: <https://webgate.ec.europa.eu/odr>

The EU has created this Internet-based platform for consumers who want to make complaints about products or services bought online, and would like to ask a neutral third party (a conciliator board) to handle their complaints.

You can find further details about the online dispute management platform; its usage and the way disputes are handled on a website accessible through the link above.

- 18.4. User can ask for the proceedings of the competent county government office, as consumer protection authority, concerning complaints about quality of the content, as well as complaints about attitude, activities or faults of Supplier (its members, employees), quality of services and application of regulations about responsibility. The website <https://www.kormanyhivatal.hu/hu/elerhetosegek> gives information about channels to the competent government agency for each district.

User may also communicate their complaint to the authority for consumer protection in the district of Supplier's headquarters:

Budapest Főváros Kormányhivatala
Fogyasztóvédelmi Főosztály
Fogyasztóvédelmi Osztály

(Bureau of Budapest Capital
Major Department of Vehicular and Consumer Protection
Department of Consumer Protection)

Address: Floor 3, 19 Sas Street, Budapest 1051, Hungary (Magyarország, 1051 Budapest, Sas u. 19. III. em.)

Postal address: Floor 3, 19 Sas Street, Budapest 1051, Hungary
(Magyarország, 1051 Budapest, Sas u. 19. III. em.)

Telephone: +36 1 450 2598

E-mail: fogyved_kmf_budapest@bfkh.gov.hu

Website: <http://www.kormanyhivatal.hu/hu/budapest/szervezeti-egyseg/fogyasztovedelmi-foosztaly-2017>

- 18.5. Law enforcement before the court

Contractual partners mutually co-operate in order to settle possible affairs out of court in the shortest time and cheapest possible way. If this does not reach a satisfactory solution, User may bring his/her complaint to his/her district court or General Court of residence or to Pest Central District Court (Pesti Központi Kerületi Bíróság) or Capital Court as of Supplier's residence in the

line with the value of the Subject-matter. Enforcement of right in connection with personal data management

18.6. Supervision concerning data management

User may exercise their opportunities to enforce their rights at Supplier as described in Privacy Policy and also in court, as well as turn to the National Authority for Data Protection and Freedom of Information:

**Nemzeti Adatvédelmi és Információszabadság Hatóság
(National Authority for Data Protection and Freedom of Information)**

Address: 9-11. Falk Miksa Street, Budapest 1055, Hungary (Magyarország, 1055 Budapest, Falk Miksa utca 9-11.)

Postal address: P.O. Box 9 Budapest 1363, Hungary (Magyarország, 1363 Budapest, Pf. 9.)

Telephone: +36 1 391 1400

Fax: +36 1 391 1410

E-mail: ugyfelszolgalat@naih.hu

Website: <http://www.naih.hu/>

If court procedure has been chosen – according to concerned User’s choice – a lawsuit can be initiated at the court of justice in concerned party’s place of residence or place of stay, as consideration lies in the competence of court of justice.

February 24, 2023

Mybettershelf Kft.