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## **Consumer Protection Policy**

### **1. Supplier**

We inform You that this website is run 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 Cégbírósága)

Tax number: 28768038-2-42

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

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

Place of business: 41 Jerney Street, 3<sup>rd</sup> 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](mailto:info@mybettershelf.com)

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

(Supplier hereafter).

Present website and webpages as well as its subpages are accessible through this Internet address: <https://www.mybettershelf.com/>

### **2. Defective performance**

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

Supplier does not perform incorrectly if You knew about the fault at the time of contracting or must have known about the fault at the time of contracting.

It must be presumed that faults discovered within one year of purchase were present at the time of performance, except if this assumption contradicts the nature of matters or the nature of fault. This practically means that in case the fault(s) is discovered within one year of purchase, the burden of proof lies with Supplier.

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 you by following the instructions of Supplier's installation instructions and defective performance comes from the fact that these instructions were incomplete.

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.

### **3. Liability for defects**

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

You – based on your choice – can choose between the following liability for defects: You can ask for repair or replacement, except if none of these are impossible to perform or would mean a disproportionately high cost for Supplier compared to other demands. 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 Your purposes, with no harm on Your interests or in case Your interests in repairing or replacing the product is lost, You 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.

You have 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 you.

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 service actually provided for You.

Your right of terminating the contract out of Implied warranty can be exercise with a statement a statement addressed to Supplier about expressing his/her decision of terminating the contract.

In case defective performance affects only a part of the sold goods under the sales agreement on which part the right of withdrawal applies to, you 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 you.

In case You refer to defective performance as the reason of terminating the contract, it is Supplier's obligation to prove that the fault is insignificant.

You have 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.

You may change from the right to liability for defects to another, however, the cost of this must be paid by You except if it was necessary or Supplier has given a reason for it.

You must communicate any kind of 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 Your attention to the fact that You cannot realize Your right to liability for defects after two years of fulfilling contract.

You can realize your demands related to liability for defects by communicating the fault, if you prove that product or service has been provided by Supplier. However, you are obliged to prove that fault was already existent at the time of delivery if one year has already passed after accomplishment.

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 you - within a reasonable period of time. Reasonable time has to be calculated from the time you communicated the failure to Supplier.

The product has to be submitted to Supplier responsible by you for repairing or replacing it. Costs in connection with fulfilling warranty obligations have to be paid by Supplier.

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.

In case you terminate the contract fully or partially in connection with part of the goods provided under contract, you have 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.

#### **4. Product warranty**

In case of faults with goods (products), you can exercise your rights to liability for defects (See Point 3) or product warranty.

According to product warranty demand, you can only ask for repair or exchange of faulty product.

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.

You may exercise Your demand for product warranty within two years after producer marketed the product. After this deadline this right is lost.

You can exercise Your product warranty right against producer or distributor of goods. If You want to exercise Your demand for product warranty, it is Your responsibility to prove the fault of the product.

Producer or Supplier are freed from their commitment to fulfill product warranty demands only if they can prove that:

- product was not made or distributed during their Supplier 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.

**You cannot lay claim to liability for defects and product warranty at the same time. However, in case of a successful claim for product warranty, you can exercise Your demand for liability for defect concerning exchanged product or repaired part against producer.**

## **5. Compulsory Guarantee**

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 Consumer for durable consumer goods under the scope of Government Regulation 151/2003. (IX.22). The list of durable goods can be found in the Annex of Government Regulation 151/2003. (IX.22.). (The up-to-date text of the Regulation can be reached on the following link: [http://net.jogtar.hu/jr/gen/hjegy\\_doc.cgi?docid=a0300151.kor](http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=a0300151.kor)).

There is no obligation of compulsory guarantee on products outside the scope of this Annex.

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-lekerdezes>.

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 repairing 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. In case Supplier does not undertake to repair or replace the product or is not able to meet his commitment determined by law or User has no more interest in repairing or replacing, User has the right to withdraw from the contract.

In case there is a warranty on the product purchased indemnity and warranty can be implemented at the same time.

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)

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

In case there is no expressed written commitment Supplier cannot ensure that the goods is available for every special purpose User might want to use. 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 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.

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.

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

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.

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.

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.

If You assert 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.

User cannot implement legal liability for defects and warranty claim or product guarantee and warranty claim in the same time for the same defect. However, User has the right for warranty apart from eligibility comes from 3<sup>rd</sup> and 4<sup>th</sup> Points. independently of liability for defects or product warranty.

## **6. Right of withdrawal**

Consumers can exercise their right of withdrawal within 14 days without any explanation concerning this contract.

Deadline of withdrawal

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



- b) in case of more than one product: expires after 14 days counting from the day when you or a third person - apart from the delivery man - denoted by you take over the product;
- c) in case of providing a product consisting of more items or parts: on the day when you or third person -apart from the delivery man - denoted by you take over the last item or part of product.
- d) and in case of points a), b) and c) you can exercise your right of withdrawal between the day of contracting and the day of takeover.

Withdrawal declaration can be made in any form, orally or written.

**If You want to exercise Your right of withdrawal, You must forward an obvious declaration of withdrawal to one of Supplier's contact channels.**

Mybettershelf Kft.

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

E-mail: [info@mybettershelf.com](mailto:info@mybettershelf.com)

**You can use a declaration sample to exercise your 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](mailto: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:

...

You exercise Your right of withdrawal in time if they send a written withdrawal declaration or gives an oral notice on the day of deadline. It is your responsibility to exercise your 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.

### **Legal effects of withdrawal**

If You withdraw from the contract Supplier refunds all counter-services accomplished by you immediately or no more than within 14 days after arrival of your withdrawal declaration, including delivery costs (except for extra fees that have arisen because you have 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 you explicitly consent to using a different form of refund, and you do 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 you have not proven that they sent the product back: the earlier date must be attended to.

You 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. You bear the direct cost of returning the product.

You 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.

**You must organize and cover the return of the products** in person, after having arranged an appointment with customer service.

Payoff happens 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 carriage to You.

**You cannot exercise Your right of withdrawal if:**

Consumers can not exercise their right of withdrawal based on Edict 45/2014 (II 26) §29 (1) (45/2014. (II. 26.) Korm. rendelet 29. § (1)):

- 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.

## **7. Possibilities of making a complaint, conciliator forums**

We are informing You about the possibilities of making complaints and turning to a conciliator body by referring to related regulations of general terms and conditions.

- 7.1. You 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 you and quality of product using the following channels:

**Mybettershelf Kft.** (Mybettershelf Ltd.)

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

Telephone: +36 20 365 3641

E-mail address: [info@mybettershelf.com](mailto: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 written in a substantive and verifiable manner.

In case you do 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 you 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 your 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:

- your name and address,
- place, time and way of proposing the complaint,
- detailed description of your complaint, list of data, documents and any other evidence presented by you.
- Supplier's declaration about their point of view on your complaint in case an immediate investigation is possible,
- the person's name who takes the report and your 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 you 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 you and Supplier cannot reach a settlement, you can turn to the following authorities.

## 7.2. Possibility of turning to a conciliator

You (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](mailto: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, decide 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.

- 7.3. If You live in the European Union, you can 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 body) to handle their complaints.

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

- 7.4. 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](mailto:fogyved_kmf_budapest@bfkh.gov.hu)  
Website: <http://www.kormanyhivatal.hu/hu/budapest/szervezeti-egyseg/fogyasztovedelmi-foosztaly-2017>

#### 7.5. 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](mailto:ugyfelszolgalat@naih.hu)  
Website: <http://www.naih.hu/>

If court procedure has been chosen – according to concerned your 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.**