



Domain www.euroglassmarket.com
E-mail team@eszakuvert.com
Phone +36306921047
Compan Észak ÜvÉrt Üvegáru Wholesale Limited Liability Company

GENERAL TERMS AND CONDITIONS (GCF)

www.euroglassmarket.com - effective from 2023-01-01

Preamble

Welcome to our website! Thank you for choosing us for your purchase! This [online shop GTC](#) was created using the Consumer Friendly GTC generator.

If you have any questions about these Terms and Conditions, the use of the website, the products, the purchase procedure or if you would like to discuss your specific needs with us, please contact us using the contact details provided.

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

Name: Észak ÜvÉrt Üvegáru Nagykereskedelmi Limited Liability Company

Registered office: 3527 Miskolc, Zsigmondy Vilmos utca 9

Postal address: 3527 Miskolc, Zsigmondy Vilmos utca 9

Registered office: Miskolci Törvényszék

Trade register number: 05-09-035680

Tax number: 17783532-5-05

Representative: Attila Márton Deák

Phone number: +36306921047

E-mail: team@eszakuvert.com

Website: <http://www.euroglassmarket.com>

Details of the hosting provider

Name: UNAS Online Ltd.

Head office: 9400 Sopron, Kőszegi út 14.

Contact: , unas@unas.hu

Website: unas.hu

Hungarian Laws apply when shopping in our webshop.

Concepts

Goods: the goods offered for sale on the Website:

- ♦ movable tangible property, including water, gas and electricity put up in containers, cylinders or other limited quantities or capacities, and
- ♦ a movable good that incorporates or is connected to digital content or a digital service in such a way that, in the absence of the digital content or digital service concerned, the good would not be able to perform its functions (hereinafter "goods incorporating digital elements")

Goods containing digital elements: movable property that incorporates or is connected to digital content or a digital service in such a way that, in the absence of the digital content or digital service concerned, the goods would not be able to fulfil their functions





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Parties: seller and buyer jointly





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Consumer: a natural person acting outside his/her trade, profession, self-employed activity or business

Consumer contract: a contract where one of the parties is a consumer

Functionality: the ability of a good, digital content or digital service that contains digital elements to perform the functions for which it is intended

Manufacturer: the manufacturer of the Goods, or, in the case of imported Goods, the importer who imports the Goods into the European Union, and any person who claims to be the manufacturer by using the name, trade mark or other distinguishing mark of the Goods.

Interoperability: the ability of a good, digital content or digital service that contains digital elements to work with hardware and software that is different from that with which the same type of good, digital content or digital service is typically used

Compatibility: the ability of a good, digital content or digital service that contains digital elements to work with hardware or software with which the same type of good, digital content or digital service is commonly used, without the need for modification

Website: this website, which is used to conclude the contract

Contract: Contract of sale between the Seller and the Buyer using the Website and electronic mail

Durable medium: any device which enables a consumer or business to store data addressed personally to him in a way that is accessible in the future, for an appropriate period of time for the purposes for which the data were intended, and to display the stored data in an unchanged form

Device for remote communication: a device that enables the parties to make a contractual statement in their absence in order to conclude a contract. Such means include, in particular, addressed or unaddressed printed matter, standard letters, advertisements published in the press with order forms, catalogues, telephones, faxes and Internet access devices

Distance contract: a consumer contract concluded without the simultaneous physical presence of the parties in the context of a distance sales system organised for the supply of the goods or services covered by the contract, where the parties use a means of distance communication only to conclude the contract

Business: a person acting in the course of his or her profession, self-employment or business

Buyer(s): the person who enters into a contract by submitting a purchase offer via the Website

Standstill: for contracts concluded between a consumer and a business (hereafter: consumer contract), the Civil Code,

1. a guarantee for the performance of the contract which the undertaking voluntarily assumes for the proper performance of the contract, in addition to its statutory obligation or in the absence thereof, and
2. the statutory mandatory guarantee

Purchase Price: the consideration payable for the Goods and the provision of digital content.

Relevant legislation

The Contract shall be governed by the provisions of Hungarian law, and in particular by the following laws:

- ♦ Act CLV of 1997 on Consumer Protection
- ♦ Act CVIII of 2001 on certain aspects of electronic commerce services and information society services
- ♦ Act V of 2013 on the Civil Code
- ♦ Government Decree 151/2003 (IX.22.) on the mandatory warranty for consumer durables Government Decree
- ♦ 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses
- ♦ 19/2014 (IV.29.) NGM Decree on goods sold under a contract between a consumer and a business





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on procedural rules for the settlement of warranty and guarantee claims Act LXXVI of 1999

- ♦ on Copyright
- ♦ Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information
- ♦ REGULATION (EU) No 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on combating unjustified territorial restrictions and other forms of discrimination based on the nationality, residence or domicile of the buyer in the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- ♦ REGULATION (EU) No 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural
on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation)
- ♦ Government Decree No 373/2021 (VI. 30.) on the detailed rules for contracts between consumers and businesses for the sale of goods, the supply of digital content and the provision of digital services

Scope of the GTC, adoption

The content of the contract concluded between us shall be governed by these General Terms and Conditions (hereinafter "GTC"), in addition to the provisions of the applicable mandatory legislation. Accordingly, these General Terms and Conditions contain the rights and obligations of you and us, the conditions of the contract, the time limits for performance, the delivery and payment terms, the liability rules and the conditions for exercising the right of withdrawal.

The technical information necessary for the use of the Website, which is not included in these GTC, is provided by other information available on the Website.

You must read the provisions of these GTC before finalising your order.

Language of the contract, form of the contract

The language of the contracts covered by these GTC is Hungarian.

Contracts covered by these GTC are not written contracts and are not registered by the Seller.

e-invoicing

Our company uses electronic invoicing in accordance with Article 175 of Act CXXVII of 2007. By accepting these GTC, you agree to the use of electronic invoicing.

Prices

Prices are in HUF and include 27% VAT. The possibility that the Seller may change the prices for commercial policy reasons cannot be excluded. The modification of prices does not apply to contracts already concluded. If the Seller has indicated the price incorrectly and an order has been received by the Seller but no contract has yet been concluded between the parties, the Seller shall act in accordance with the "Procedure for incorrect price" clause of the GTC.

Procedure in case of incorrect price

It is considered to be an obvious misstatement of the price:

- ♦ Price 0 Ft,
- ♦ a price reduced by the discount but incorrectly indicating the discount (e.g.: a price of HUF 500 for a HUF 1000 item with a 20% discount).





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In the event of an incorrect price indication, the Seller offers the possibility to purchase the Goods at the real price, in the possession of which information the Customer may decide whether to order the Goods at the real price or to cancel the order without any adverse legal consequences.

Complaints and redress

The consumer may submit consumer complaints about the Goods or the Seller's activities to the following contact details:

- ♦ Phone: +36306921047
- ♦ Internet address:
- ♦ <http://www.euroglassmarket.com> E-mail: team@eszakuvert.com

A consumer **may communicate to the business, orally or in writing, a complaint** about the conduct, activity or omission of the business or of a person acting in the business's interest or on the business's behalf directly related to the marketing or sale of goods to consumers.

The business must investigate the oral complaint immediately and remedy it as necessary. If the consumer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the undertaking must immediately take a record of the complaint and its position on it and, in the case of a face-to-face oral complaint, give a copy of the record to the consumer on the spot. In the case of an oral complaint communicated by telephone or other electronic communications service, the consumer shall be provided with the substantive reply within 30 days at the latest, in accordance with the provisions applicable to the reply to the written complaint. In other respects, the consumer shall act on the written complaint as follows. Unless otherwise provided for in a directly applicable legal act of the European Union, **the business must reply in writing to the written complaint within 30 days of receipt and take steps to communicate the reply.** A shorter time limit may be laid down by law, or a longer time limit by statute. The undertaking must state the reasons for its rejection of the complaint. Oral complaints communicated by telephone or by electronic communications must be given a unique identification number.

The record of the complaint must include the following:

1. the name and address of the consumer,
2. where, when and how the complaint was lodged,
3. a detailed description of the consumer's complaint, a list of the documents, records and other evidence presented by the consumer,
4. a statement of the business's position on the consumer's complaint, if an immediate investigation of the complaint is possible,
5. the signature of the person who took the report and, except in the case of an oral complaint made by telephone or other electronic communication service, the signature of the consumer,
6. the place and time of recording of the minutes,
7. in the case of an oral complaint made by telephone or other electronic communication service, the unique identification number of the complaint.

The undertaking must keep a record of the complaint and a copy of the reply for three years and present it to the supervisory authorities at their request.

If the complaint is rejected, the business must inform the consumer in writing of the authority or conciliation body to which the complaint may be submitted, depending on its nature. The information must also include the address, telephone and Internet contact details and the postal address of the competent authority or conciliation body in the place where the consumer resides or is staying. The information should also include whether the business will use the conciliation body to resolve the consumer dispute. If any consumer dispute between the seller and the consumer is not settled during the negotiations, the following means of redress are available to the consumer:





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Consumer protection procedure

You can complain to the consumer authorities. If a consumer perceives a breach of his/her consumer rights, he/she has the right to lodge a complaint with the consumer protection authority in his/her place of residence. Once the complaint has been examined, the authority will decide whether to take consumer protection proceedings. The first level consumer protection authorities are the government offices of the capital and county of the consumer's place of residence, a list of which can be found at: <http://www.kormanyhivatal.hu/>

Court proceedings

The customer shall be entitled to enforce his/her claim arising from the consumer dispute before the court in civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation Body procedure

Please note that you can lodge a consumer complaint with us. If your consumer complaint is rejected, you also have the right to take your complaint to the Conciliation Board in your place of residence or domicile: the conciliation procedure can only be initiated if the consumer tries to settle the dispute directly with the business concerned. The conciliation body designated in the consumer's request is competent to take action instead of the competent body, at the consumer's request.

The company has a duty to cooperate in the conciliation procedure.

This includes an **obligation** for businesses to **send a reply to the** conciliation body's request and an obligation to **appear** before the conciliation body ("to ensure the attendance of a person authorised to conclude a settlement agreement at a hearing").

If the seat or establishment of the business is not registered in the county of the chamber of the territorially competent conciliation body, the business's duty to cooperate extends to offering the consumer the possibility of a written settlement in accordance with his or her request.

In the event of a breach of the above duty to cooperate, the consumer protection authority has the power to **impose mandatory fines** and no possibility to waive fines in the event of infringement by businesses. In addition to the Consumer Protection Act, the relevant provision of the Small and Medium-Sized Enterprises Act has also been amended, so that fines can be waived for small and medium-sized enterprises.

The amount of the fine may range from HUF 15,000 to HUF 500,000 for small and medium-sized enterprises, while for non-small and medium-sized enterprises subject to the Accounting Act with an annual net turnover exceeding HUF 100 million, the fine may range from HUF 15,000 to 5% of the enterprise's annual net turnover, but not more than HUF 500 million. By introducing a mandatory fine, the legislator aims to reinforce cooperation with conciliation bodies and to ensure the active participation of businesses in the conciliation procedure.

The conciliation body is responsible for settling consumer disputes out of court. The conciliation body's task is to attempt to reach an agreement between the parties to resolve the consumer dispute and, if this is unsuccessful, to rule on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. The conciliation body shall, at the request of the consumer or the business, advise on the rights and obligations of the consumer.

The conciliation body's proceedings are initiated at the request of the consumer. The request must be submitted in writing to the chairman of the conciliation body: the requirement of written form may be met by letter, telegram, telex or fax, or by any other means which permits the recipient to store the data addressed to him permanently for a period of time adequate for the purposes for which the data were intended and to display the data in their unaltered form and content. The **request must include**

- a. the name, residence or domicile of the consumer,
- b. the name, registered office or place of business of the business involved in the consumer dispute,





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- c. if the consumer has requested the designation of the competent conciliation body instead of the body having jurisdiction,
- d. a brief description of the consumer's position, the facts supporting it and the evidence to support it,
- e. a statement by the consumer that the consumer has tried to resolve the dispute directly with the business concerned
- f. a declaration by the consumer that no other conciliation body has been involved in the case, that no mediation procedure has been initiated, that no statement of claim has been lodged and that no application for an order for payment has been made,
- g. a motion for a decision of the panel,
- h. the consumer's signature.

The request must be accompanied by the document or a copy (extract) of the document to the content of which the consumer refers as evidence, in particular the written statement by the undertaking rejecting the complaint or, failing this, any other written evidence available to the consumer that the required conciliation has been attempted.

If the consumer acts through an authorised representative, the authorisation must be attached to the request. More information on the Conciliation Boards is available at: <http://www.bekeltetes.hu>
For more information on the local Conciliation Boards, please visit:
<https://bekeltetes.hu/index.php?id=testuletek>





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Contact details for each of the regional Conciliation Boards:

Baranya County Conciliation Board

Address: 7625 Pécs, Majorossy I. u. 36. Postal address: 7625 Pécs, Majorossy I. u. 36 Phone number: 06-72-507-154
Mobile: +36 20 283-3422
E-mail: info@baranyabekeltetes.hu Website: www.baranyabekeltetes.hu

Békés Vármegyei Arbitration Board

Address: 5600 Békéscsaba, Penza ltp. 5.
Phone number: 06-66-324-976
Fax: 06-66-324-976
E-mail: bekeltetes@bmkik.hu Website: www.bmkik.hu

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99. 111. Postal address.
Phone number: +36-1-488-21-31
E-mail: bekelteto.testulet@bkik.hu Website: bekeltet.bkik.hu

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.
Telefonszám: 06-22-510-310
E-mail: bekeltetes@fmkik.hu Website: www.bekeltetesfejrer.hu

Hajdú-Bihar County Arbitration Board

Address: 4025 Debrecen, Vörösmarty u. 13-15.
Phone numbers: 06-52-500-710; 06-52-500-745
Fax: 06-52-500-720
E-mail: bekelteto@hbkik.hu; nemes.brigitta@hbkik.hu
Website: www.hbmbekeltetes.hu

Jász-Nagykún-Szolnok County Arbitration Board

Address: 5000 Szolnok, Verseyh park 8. III. floor 303-304.
Mobile: 06-20-373-2570
E-mail: bekeltetotestulet@iparkamaraszolnok.hu
Website: www.jaszzbekeltetes.hu

Nógrád County Arbitration Board

Address: 3100 Salgótarján, Mártírok útja 4.
Phone number: 06-32-520-860
Fax: 06-32-520-862
E-mail: nkik@nkik.hu
Website: www.nkik.hu

Somogy County Conciliation Board

Address: 7400 Kaposvár, Anna u.6. Phone number: 06-82-501-000
E-mail: skik@skik.hu

Tolna County Conciliation Board

Address: 7100 Szekszárd, Arany J. u. 23-25. floor III Phone number: 06-74-411-661
Fax: 06-74-411-456
E-mail: kamara@tmkik.hu; t-tiv@tmkik.hu

Bács-Kiskun County Arbitration Board

Address: 6000 Kecskemét, Árpád krt. 4. Postal address: 6001 Kecskemét, Pf.228.
Phone numbers: 06-76-501-500; 06-76-501-525, 06-70-938-4765, 06-70-938-4764
Fax: 06-76-501-538
E-mail: bekeltetes@bacsbekeltetes.hu Website: www.bacsbekeltetes.hu

Borsod-Abaúj-Zemplén County Arbitration Board

Address: 3525 Miskolc, Szentpáli u. 1. Phone number: 06-46-501-091; 06-46-501-090
E-mail: bekeltetes@bokik.hu
Website: www.bekeltetes.borsodmegye.hu

Csongrád-Csanád County Conciliation Board

Address: 6721 Szeged, Párizsi krt. 8-12.
Phone number: 06-62-554-250/118
E-mail: bekelteto.testulet@csmkik.hu Website: www.bekeltetes-csongrad.hu

Győr-Moson-Sopron County Arbitration Board

Address: 9021 Győr, Szent István út 10/a. Phone number: 06-96-520-217
E-mail: bekeltetotestulet@gymkik.hu Website: www.bekeltetesgyor.hu

Heves County Conciliation Board

Address: 3300 Eger, Hadnagy u. 6. fsz. 1.
Postal address: 3300 Eger, Faiskola u. 15. Phone number: 06-36-416-660/105 extension Mobile: 06-30-967-4336
E-mail: bekeltetes@hkik.hu

Komárom-Esztergom County Conciliation Board

Address: 2800 Tatabánya, Fő tér 36.
Phone numbers: 06-34-513-010; 06-34-513-012
Mobile: 06-30-201-1647; 06-30-201-1877
E-mail: bekeltetes@kemkik.hu

Pest County Conciliation Board

Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.
Phone number: 06-1-269-0703
Fax: 06-1-474-7921
E-mail: pmbekelteto@pmkik.hu
Website: <http://panaszrendezes.hu/>

Szabolcs-Szatmár-Bereg County Arbitration Board

Address: 4400 Nyíregyháza, Széchenyi u. 2.
Phone number: +36-42-420-280
Fax: +36-42-420-180
E-mail: bekelteto@szabkam.hu Website: www.bekeltetes-szabolcs.hu

Vas Várm County Conciliation Board

Address: 9700 Szombathely, Honvéd tér 2.
Phone number: 06-94-506-645
Fax: 06-94-316-936
E-mail: pergel.bea@vmkik.hu Website: www.vasibekelteto.hu





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Veszprém County Conciliation Board

Address: 8200 Veszprém, Radnóti tér 1. ground floor 115-116.

Phone numbers: 06-88-814-121; 06-88-814-111

E-mail: info@bekeltetesveszprem.hu Website:

www.bekeltetesveszprem.hu

Zala County Conciliation Board

Address: 8900 Zalaegerszeg, Petőfi út 24.

Phone number: 06-92-550-513

Fax: 06-92-550-525

E-mail: zmbekelteto@zmkik.hu Website:

www.bekelteteszala.hu

Online dispute resolution platform

The European Commission has set up a website where consumers can register to resolve their online shopping disputes by filling in an application form and avoiding court proceedings. This will allow consumers to enforce their rights without, for example, being prevented by distance.

If you want to make a complaint about a good or service you bought online and you don't necessarily want to go to court, you can use the online dispute resolution tool.

On the portal, you and the trader you have complained against can jointly choose the dispute resolution body you want to deal with your complaint.

The online dispute resolution platform is available here:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

Copyrights

Pursuant to Section 1 (1) of Act LXXVI of 1999 on Copyright (hereinafter: the Copyright Act), the website is considered a copyright work, and therefore all parts of it are protected by copyright. The Copyright Act (Szjt. Pursuant to Article 16 (1) of the Copyright Act, the unauthorised use of the graphic and software solutions and computer program creations contained on the website, as well as the use of any application that may be used to modify the website or any part thereof, is prohibited. Any material from the website and its database may be reproduced, even with the written consent of the copyright holder, only with reference to the website and with acknowledgement of the source. The copyright holder is: Észak Üvért Üvegáru Nagykereskedelmi Korlátolt Felelősségű Társaság

Consumer Friend Reviews

We inform Buyers that the Seller uses the Consumer Friend rating system on its Website. The rating system does not allow for the rating of individual Goods, but of the Seller (the webshop), and the following technical measures are in place to ensure that only actual customers can submit a rating:

1. the system works independently of the webshop using it, in such a way that the WIDGET evaluator is opened after the purchase and the evaluations are stored by the Consumer Friend (JUTASA Ltd.) in its own system.
2. The only way for the actual customer to give his/her opinion is by sending an e-mail to the e-mail address provided to the Consumer Friend after the purchase.

The webshop using the rating system does not have the technical possibility to delete either ratings or reviews.

As a result, the system only includes ratings and reviews from real customers, and does not distinguish between positive and negative reviews, but displays them equally.

Partial invalidity, code of conduct

If a clause of the GTC is legally invalid or ineffective, the remaining clauses of the contract remain in force and the provisions of the applicable legislation apply in place of the invalid or defective part.

The Seller is prohibited by the Unfair Commercial Practices Act from





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is subject to a code of conduct: code of ethics

Information on the operation of goods containing digital batteries and the technical protection measure to be applied

The availability of the servers providing the data displayed on the website is above 99.9% per year. The entire data content is backed up regularly so that the original data content can be restored in the event of a problem. The data displayed on the website is stored in MSSQL and MySQL databases. Sensitive data is stored with encryption of appropriate strength and encrypted using hardware support built into the processor.

Information on the essential characteristics of the Goods

On the website, information about the essential characteristics of the Goods available for purchase is given in the descriptions of each Good.

Correction of data entry errors - Responsibility for the accuracy of the data provided

During the ordering process, you will always have the opportunity to modify the data you have entered before finalizing the order (clicking on the back button in the browser will open the previous page, so you can correct the data even if you have already moved to the next page). Please note that it is your responsibility to ensure that the data you enter are entered accurately, as the goods will be invoiced and delivered based on the data you have entered. Please note that an incorrectly entered e-mail address or a saturated mailbox storage space may result in non-delivery of the confirmation and prevent the conclusion of the contract. If the Customer has finalised his/her order and discovers an error in the data provided, he/she must initiate the modification of his/her order as soon as possible. The Customer may notify the Seller of the modification of an incorrect order by sending an e-mail from the e-mail address provided at the time of ordering or by calling the Seller.

Using the website

No registration is required to make a purchase.

The website provides product demonstration and online ordering facilities for Users. Users can browse through the website by using the menus. The products are sorted by category. The category "Special offers" contains all the products available in the store. For each product, the start date and expiry date of the promotion or the start date and while stocks last are indicated separately.

Under the More for less menu you will find the products for which the store offers a quantity discount for orders of several items.

In the News section, you can find new products added to the website's range. Click on the name of the category to see a list of the products installed in it. If all the products in a given category do not fit on one page, you can scroll through them using the numbers above and below the products. From the product list, the detailed product page can be accessed by clicking on the product name, here you can find out about the detailed features and price of the product you wish to order.

On the website you can search for products by keyword. Product results that match your search criteria are displayed in a list like the categories.

The selected product can be added to the basket using the basket button, and the number of items required can be set next to the button. The user can check the contents of the basket by selecting the basket menu item. Here you can change the quantity of the product you wish to order or delete the item. The Empty Cart button can also be used to completely empty the cart.





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The User can continue the purchase process by clicking on the Order button. As a second step, it is possible to log in, register and purchase without registration. In case of registration and unregistered purchase, the User is required to provide the following information: e-mail address, name, telephone number, billing address and, if different, delivery address. To register, in addition to the above information, a password is required. The User will be informed of successful registration by e-mail and on the website. The User may request the cancellation of his/her registration by e-mail, in which case he/she will have to re-register for a new purchase.

The User is responsible for keeping the access data confidential. The User shall be responsible for updating his/her data and shall notify the Service Provider if he/she becomes aware that his/her data has been misused by a third party. In the event of a forgotten password, a new password can be requested on the website to the registered e-mail address. If the User has previously registered on the Website, the order process can be continued by entering his/her e-mail address and password.

As a next step in the ordering process, the User must choose the payment and delivery method that suits him/her. A summary page allows the User to check all the details previously provided and the products and quantities he wishes to order. In case of data entry errors, the user can correct the data entered by clicking on the pencil icon.

If everything is correct, you can finalise your order by clicking on the Submit Order button. You will receive confirmation of this on the website or by e-mail. If you notice any incorrect information after the order has been confirmed (e.g. in the confirmation e-mail), you must notify the Supplier immediately, but within 24 hours at the latest. Regardless of the ordering intention, the User can log in via the Customer Login window or the Login menu item. After logging in, a Change Data menu will appear, where you can change the data you entered during registration, as well as track the details and status of your order.

Finalising the order (making an offer)

If you are satisfied that the contents of your shopping cart correspond to the Goods you wish to order and that your details are correct, you can complete your order by clicking on the "Place Order" button. The information provided on the website does not constitute an offer by the Seller to enter into a contract. For orders covered by these GTC, you are considered to be the Bidder.

By clicking on the "Order" button, you expressly acknowledge that your offer shall be deemed to have been made and that your declaration shall be subject to payment in the event of confirmation by the Seller in accordance with these GTC. You are bound by your offer for a period of 48 hours. If your offer is not confirmed by the Seller within 48 hours in accordance with these GTC, you are released from your obligation to bid.

Processing of the order, conclusion of the contract

Orders are processed in two stages. You can place an order at any time. You will first receive an automated confirmation of your order, which only records the fact that your order has been received via the website, but this confirmation does not constitute acceptance of your offer. If you notice that the automatic confirmation e-mail notification contains incorrect information about you (e.g. name, delivery address, telephone number, etc.), you must immediately notify us by e-mail, together with the correct information. If you do not receive the automatic confirmation e-mail within 24 hours of placing your order, please contact us, as your order may not have been received for technical reasons.

After sending your offer, the Seller will confirm your offer by a second e-mail. The contract is concluded when the confirmation email sent by the Seller becomes available to you in your mail system (second confirmation).

Payment methods





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Barion

The Barion Smart Gateway is a completely home-grown, non-bank payment gateway for credit card and e-money acceptance, with a range of innovative features and unbeatable prices. It is even more convenient to use after just one minute of registration. As the bank card numbers are stored in a secure system with PCI DSS certification, all you need to do is enter your registered email address and password to use any stored card. Barion's web interface offers reports, an export facility and a monthly statement of account sent out to support business processes and official accounting. Transactions are processed in real time and incoming items can be viewed in a mobile app. With the free Barion app, Barion users can also pay by mobile in an increasing number of shops and restaurants without having to carry cash or a debit card. Banking security is guaranteed by the supervision of the MNB (MNB licence: H-EN- I-1064/2013). Protection against credit card fraud is handled in a flexible and fair way.

Payment by credit card

In our webshop you can pay quickly and securely by credit card through the Barion system. More information: <https://www.barion.com/hu/>

Repurchase from

If you wish to pay for the value of your order on receipt of your parcel, please choose the "Cash on delivery" payment method.

Cash payment

You have the option to pay the price of the product and the delivery fee in cash on receipt of the product.

Bank transfer

You can also pay for the products by bank transfer.

Acceptance methods, acceptance fees

Sprinter courier service

Minimum	Maximum	Delivery fee
0 kg	5 kg	1990 Ft
5 kg	10 kg	2290 Ft
10 kg	20 kg	2990 Ft
20 kg	30 kg	3490 Ft
30 kg	40 kg	3990 Ft
40 kg	50 kg	4990 Ft
50 kg	60 kg	5490 Ft
60 kg	70 kg	6490 Ft
70 kg	80 kg	7990 Ft
80 kg	90 kg	8890 Ft
90 kg	100 kg	9990 Ft
100 kg	120 kg	11990 Ft
120 kg	140 kg	14290 Ft
140 kg	160 kg	16990 Ft
160 kg	180 kg	19290 Ft
180 kg	200 kg	23990 Ft
200 kg	240 kg	27990 Ft





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240 kg	280 kg	29990 Ft
280 kg	320 kg	32990 Ft
320 kg	360 kg	36990 Ft
360 kg	400 kg	39990 Ft
400 kg	∞	49990 Ft

Personal receipt

Personal pick-up is free of charge in our Warehouse if the customer provides the necessary means of transport, e.g. boxes.

On request, packaging can be requested for products at an extra charge (e.g., based on the amount of boxes and other packaging material required, a packaging fee will be charged in our shop.)

You will not be charged any fees.

Packet

We offer home delivery, delivery to a collection point and delivery to a Z-BOX. Packages are usually delivered the next day. You can pick it up when it suits you and in just a few seconds.

More information: <https://www.packeta.hu/csomagatvetel> Receiving points: <https://www.packeta.hu/atvevohelyek>

Deadline for delivery

The general delivery time for the order is 30 days maximum from the date of order confirmation. In the event of delay on the part of the Seller, the Buyer shall be entitled to set a grace period. If the Seller does not perform within the grace period, the Buyer shall be entitled to withdraw from the contract.

Reservation of rights, ownership clause

If you have previously ordered Goods but did not receive them at the time of delivery (not including where you have exercised your right of withdrawal) or the Goods have been returned to the Seller without a requested indication, the Seller will make the fulfilment of the order conditional on the payment of the purchase price and delivery costs in advance.

The Seller may withhold delivery of the Goods until it is satisfied that the price of the Goods has been successfully paid using the electronic payment solution (including in the case of Goods paid by bank transfer, where the Buyer transfers the purchase price in the currency of the Member State in which the goods are sold and the Seller does not receive the full amount of the purchase price and delivery charges due to the conversion and bank commissions and costs). If the price of the Goods has not been paid in full, the Seller may request the Buyer to supplement the purchase price.

Sales abroad

By using the Website, the Seller does not distinguish between Buyers within the territory of Hungary and those outside the territory of the European Union. Unless otherwise provided for in these GTC, the Seller shall ensure the delivery/collection of the ordered Goods in Hungary.

The provisions of this GTC shall also apply to purchases made outside Hungary, provided that, for the purposes of this clause, a consumer is a national of a Member State or a business established in Member State who purchases goods or services within the European Union solely for the purpose of final consumption or for the purpose of using them or acting with such intentions, in accordance with the provisions of the relevant Regulation. A consumer is a natural person who is acting for purposes which are outside his trade, business, craft or profession.





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The language of communication and purchase shall be primarily Hungarian, the Seller is not obliged to communicate with the Customer in the language of the Customer's Member State.

The Seller is not obliged to comply with or inform the Buyer of any non-contractual requirements, such as labelling or sector-specific requirements, laid down in the national law of the Buyer's Member State in relation to the Goods concerned.

Unless otherwise specified, the Seller shall apply Hungarian VAT to all Goods. The Buyer may exercise its enforcement rights in accordance with these GTC.

In the case of electronic payment, payment is made in the currency specified by the Seller,

The Seller may withhold the delivery of the Goods until it is satisfied that the price of the Goods and the delivery charge have been successfully and fully paid using the electronic payment solution (including in the case of Goods paid by bank transfer, where the Buyer transfers the purchase price (delivery charge) in the currency of the Member State of the Seller and the Seller does not receive the full amount of the purchase price due to the conversion and bank commissions and charges). If the price of the Goods has not been paid in full, the Seller may request the Buyer to supplement the purchase price.

In order to deliver the Goods, the Seller shall also provide the same delivery facilities to non-Hungarian Buyers as to Hungarian Buyers.

If the Buyer may request delivery of the Goods to Hungary or any other Member State of the European Union in accordance with the GTC, the non-Hungarian Buyer may also request delivery by any of the means of delivery indicated in the GTC.

If the Buyer may choose to collect the Goods personally from the Seller in accordance with the GTC, this may also be used by the Buyer who is not in Hungary.

Otherwise, the Buyer may request that the Goods be shipped abroad at his own expense. This right does not apply to Hungarian Customers.

The Seller shall fulfil the order after payment of the delivery fee, if the Customer does not pay the delivery fee to the Seller or does not arrange his own delivery by the date agreed in advance, the Seller shall terminate the contract and refund the prepaid purchase price to the Customer.





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Consumer information

Information on the consumer's right of withdrawal

As a consumer, the Civil Code. According to Article 8:1, paragraph 1, point 3, only natural persons acting outside the scope of their profession, self-employment or business activity are considered consumers, so **legal persons may not exercise the right of withdrawal without giving reasons!**

The consumer has the right to withdraw from the contract without giving any reason according to Article 20 of Government Decree 45/2014 (26.II.). The consumer may exercise his right of withdrawal

a) For a contract for the sale of goods

aa) to the Aru,

ab) in the case of the sale of several Goods, if the delivery of each Good is made at a different time, to the Goods last delivered,

by the consumer or by a third party other than the carrier and indicated by the consumer, within a time limit of 14 days from the date of receipt of the goods by the consumer.

The withdrawal period provided for by Government Decree 45/2014 (26.II.) is 14 days, the withdrawal period in excess of this period undertaken by the Seller in these GTC is a voluntary undertaking in addition to the statutory provisions.

Nothing in this clause shall affect the consumer's right to exercise his right of withdrawal under this clause during the period between the date of conclusion of the contract and the date of receipt of the Goods.

If the consumer has made an offer to conclude the contract, the consumer has the right to withdraw the offer before the conclusion of the contract, which removes the obligation to make an offer to conclude the contract.

Cancellation notice, exercise of the consumer's right of withdrawal or termination

The consumer can exercise the right provided for in Article 20 of Government Decree 45/2014 (26.II.) by means of a clear declaration to this effect or by using the declaration template that can also be downloaded from the website.

Validity of the consumer's withdrawal

The right of withdrawal shall be deemed to have been exercised within the time limit if the consumer sends his declaration within the time limit. The time limit is 14 days.

In the case of written withdrawal or termination, it is sufficient to send the notice of withdrawal or termination within 14 days.

The withdrawal period provided for by Government Decree 45/2014 (26.II.) is 14 days, the withdrawal period in excess of this period undertaken by the Seller in these GTC is a voluntary undertaking in addition to the statutory provisions.

The burden of proving that the consumer exercised his right of withdrawal in accordance with this provision is on the consumer.

The Seller shall acknowledge the consumer's withdrawal on an electronic medium upon receipt.

Obligations of the Seller in the event of withdrawal by the consumer

Seller's obligation to refund

If the consumer withdraws from the contract in accordance with Article 22 of Government Decree 45/2014 (26.II.), the Seller shall reimburse the total amount paid by the consumer as consideration, including the costs incurred in connection with the performance, within fourteen days of becoming aware of the withdrawal, at the latest, and





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the delivery charge. Please note that this provision does not apply to additional costs caused by choosing a mode of transport other than the least costly usual mode of transport.

How the Seller is obliged to refund

In the event of withdrawal or termination in accordance with Article 22 of Government Decree 45/2014 (26.II.), the Seller shall refund the amount returned to the consumer in the same way as the payment method used by the consumer. Subject to the express consent of the consumer, the Seller may use another method of payment for the refund, but the consumer shall not be charged any additional fee. The Seller shall not be liable for any delay due to the incorrect and/or inaccurate bank account number or postal address provided by the Consumer.

Additional costs

If the consumer explicitly chooses a mode of transport other than the least costly usual mode of transport, the Seller is not obliged to reimburse the additional costs resulting from this. In such a case, we shall be obliged to reimburse up to the amount of the standard delivery charges indicated.

Right of retention

The Seller may withhold the amount due to the consumer until the consumer has returned the Goods or has proved beyond reasonable doubt that he has returned them, whichever is the earlier. We are not able to accept consignments sent by cash on delivery or by post.

In the event of withdrawal or termination of the consumer's obligations

Return of the Goods

If the consumer withdraws from the contract in accordance with Article 22 of Government Decree 45/2014 (26.II.), the consumer shall return the Goods immediately, but no later than fourteen days from the date of withdrawal, or hand them over to the Seller or to a person authorised by the Seller to receive the Goods. The return shall be deemed to have been effected in time if the consumer returns the goods before the expiry of the time limit.

Payment of direct costs related to the return of the Goods

The consumer bears the direct cost of returning the Goods. The Goods must be returned to the Seller's address. If the consumer terminates an off-premises or distance contract for the provision of a service after the performance has begun, he must pay the trader a fee proportionate to the service provided up to the date of notification of the termination to the trader. The amount to be paid by the consumer pro rata shall be determined on the basis of the total amount of the consideration laid down in the contract plus tax. If the consumer proves that the total amount so determined is excessive, the pro rata amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract. Please note that we are not able to accept goods returned by cash on delivery or postage paid.

Consumer liability for depreciation

The consumer is liable for depreciation resulting from the use of the Goods beyond the use necessary to determine their nature, characteristics and functioning.

The right of withdrawal cannot be exercised in the following cases

The Seller expressly draws your attention to the fact that you may not exercise your right of withdrawal in the cases provided for in Article 29 (1) of Government Decree 45/2014 (II.26.):

- a. after the service has been fully performed, but if a contract gives rise to a payment obligation to





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for the consumer, this exception can only be invoked if performance has begun with the consumer's express prior consent and the consumer's acknowledgement that he will lose his right of withdrawal once the business has performed the contract in full;

- b. in respect of goods or services whose price or charges are subject to fluctuations which are beyond the control of the financial market firm and which are possible even during the period set for exercising the right of withdrawal;
- c. for Goods which are not prefabricated, which have been manufactured on the instructions or at the express request of the consumer, or for Goods which are clearly personalised for the consumer;
- d. perishable Goods or Goods which retain their quality for a short period;
- e. for sealed Goods that cannot be returned after opening after delivery for health or hygiene reasons;
- f. Goods which, by their nature, are inseparably mixed with other Goods after delivery;
- g. an alcoholic beverage the real value of which is dependent on market fluctuations in a way beyond the undertaking's control and the price of which was agreed between the parties at the time of the conclusion of the sales contract, but the contract is not performed until 30 days after the conclusion of the contract;
- h. in the case of a contract for the provision of services where the business visits the consumer at the express request of the consumer to carry out urgent repair or maintenance work;
- i. the sale of a copy of a sound or video recording or computer software in sealed packaging, if the consumer has opened the packaging after delivery;
- j. newspapers, periodicals and periodicals, with the exception of subscription contracts;
- k. for contracts concluded by public auction;
- l. a contract for the provision of accommodation, transport, car rental, catering or leisure activities, with the exception of housing services, if the contract has a specific performance date or deadline;
- m. in respect of digital content provided on a non-tangible medium, if the Seller has begun performance with the consumer's express prior consent and the consumer has, at the same time as giving such consent, acknowledged that he/she will lose the right of withdrawal once performance has begun and the undertaking has sent the consumer a confirmation.

Information on product warranties and guarantees of conformity for consumer contracts

This section of the consumer information has been prepared pursuant to the authorisation of Article 9 (3) of Government Decree 45/2014 (II.26.), in accordance with Annex 3 of Government Decree 45/2014 (II.26.)

The Consumer Information applies only to Customers who are consumers, the rules for nonconsumers are set out in a separate chapter.

Contractual performance requirements for consumer contracts

Contractual performance requirements for goods sold under a consumer contract in general and goods containing a digital element

The goods and the performance must comply with the requirements of Government Decree 373/2021 (30.VI.2021) at the time of performance.

In order for performance to be deemed to be in conformity with the contract, the Goods subject to the contract must

- ♦ comply with the specifications, quantity, quality, type and have the functionality, compatibility, interoperability and other characteristics specified in the contract
- ♦ be fit for any purpose specified by the consumer, which the consumer must have specified no later than the





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brought to the Seller's attention at the time of the conclusion of the contract and which the Seller has accepted

- ♦ have all the accessories and user manuals specified in the contract, including installation instructions, installation instructions and after-sales support, and provide the updates specified in the contract.

♦

For performance to be deemed to be in conformity with the contract - and in addition - the Goods subject to the contract

- ♦ be suitable for the purposes specified for the same type of Goods in the applicable code of practice in the absence of a legal provision, technical standard or technical standard
- ♦ have the quantity, quality, performance and other characteristics, in particular in terms of functionality, compatibility, availability, continuity and safety, which the Consumer can reasonably expect, as is normal for Goods of the same type, taking into account any public statement, in particular in an advertisement or on a label, by the Seller, his representative or any other person in the distribution chain, concerning the specific characteristics of the Goods
- ♦ have the accessories and instructions that the consumer could reasonably expect, including packaging and instructions for installation, and
- ♦ must correspond to the characteristics and description of the Goods presented by the undertaking as a sample, model or trial version prior to the conclusion of the contract.

The Goods do not have to comply with the above public statement if the Seller proves that

- ♦ did not know, and did not need to know, the public statement
- ♦ the public statement has already been duly corrected by the time the contract is concluded or the public
- ♦ statement could not have influenced the decision of the rightholder to conclude the contract.

Contractual performance requirements for the sale of goods sold under a consumer contract

The Seller shall be deemed to have performed defectively if the defect in the goods is due to improper installation, provided that

- a) the installation is part of the sales contract and was carried out by the Seller or under the Seller's responsibility; or
- b) the installation was to be carried out by the consumer and the incorrect installation is the result of shortcomings in the installation instructions provided by the Seller or, in the case of goods containing digital elements, by the digital content or digital service provider.

If the contract of sale provides that the goods are to be put into service by the Seller or under the Seller's responsibility, performance shall be deemed to have been completed by the Seller when the putting into service is completed.

If, in the case of goods containing digital elements, the contract of sale provides for the continuous supply of digital content or digital services for a specified period, the Seller is liable for a defect in the digital content of the goods if the defect occurs or becomes apparent within two years of the delivery of the goods in the case of continuous supply for a period not exceeding two years.

Contractual performance requirements for goods containing digital elements sold under a consumer contract

For goods containing digital elements, the Seller must ensure that the consumer is notified of and receives any updates to the digital content of the goods or to the digital service associated with the goods, including security updates, that are necessary to keep the goods in conformity with the contract.

The Seller's obligation to make the update available if the contract of sale

- ♦ provides for a one-off supply of digital content or a digital service, the type and purpose of the goods and digital elements, the specific circumstances and the nature of the contract will determine whether the consumer





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could reasonably be expected; or

- ♦ provides for the continuous supply of digital content for a specified period, then, for continuous supply for a period not exceeding two years, it must be provided for a period of two years from the date of delivery of the goods.

If the consumer fails to install the provided updates within a reasonable time, the Seller shall not be liable for the defect of the goods if it is solely due to the failure to apply the relevant update, provided that

- a) the Seller has informed the consumer of the availability of the update and the consequences of the consumer's failure to install it; and
- b) the failure of the consumer to install the upgrade or the incorrect installation of the upgrade by the consumer is not due to a lack of installation instructions provided by the Seller.

Defective performance cannot be established if, at the time of the conclusion of the contract, the consumer was specifically informed that a particular characteristic of the goods differed from that described here and the consumer expressly accepted this difference at the time of the conclusion of the contract of sale.

Accessories warranty

In which cases can you exercise your right to a warranty?

In the event of defective performance by the Seller, you may assert a claim against the Seller for defective performance in accordance with the provisions of the Civil Code and, in the case of consumer contracts, in accordance with the provisions of Government Decree 373/2021 (30.VI.).

What rights do you have under a warranty claim?

You may - at your option - make the following warranty claims:

You may request a repair or replacement, unless one of these is impossible or would impose a disproportionate extra cost on the Seller compared to any other request you have made. If you did not or could not request the repair or replacement, you may request a proportionate reduction in the price or, as a last resort, withdraw from the contract.

You can switch from one warranty right to another, but you will bear the cost of the switch unless it was justified or the Seller gave a reason for it.

In the case of a consumer contract, it must be presumed, unless the contrary is proved, that the defect in the goods and the goods incorporating digital elements was discovered within one year of the date of performance of the contract and was already present at the time of performance of the goods, unless this presumption is incompatible with the nature of the goods or the nature of the defect.

In the case of used Goods, the warranty and guarantee rights are usually different from the general rules. Used Goods may also be considered to be defective, but the circumstances under which the Buyer could have expected certain defects to occur must be taken into account. As time goes by, the incidence of certain defects becomes more and more frequent, which means that it cannot be assumed that a second-hand Goods can be of the same quality as newly purchased Goods. On this basis, the Buyer may only assert his warranty rights in respect of defects which are in addition to and independent of those resulting from use. If the used Goods are defective and the Customer, being the Consumer, was informed of this at the time of purchase, the Supplier shall not be liable for the known defect.

The Seller may refuse to bring the Goods into conformity with the contract if repair or replacement is impossible or would result in disproportionate additional costs to the Seller, taking into account all the circumstances, including the value of the Goods in their original condition and the seriousness of the breach of contract.

The consumer is also entitled to claim a proportionate reduction of the consideration or to terminate the sales contract, according to the seriousness of the breach of contract, if.

- ♦ the Seller has not carried out the repair or replacement, or has carried it out but has not complied, in whole or in part, with the following conditions
 - the Seller must ensure the return of the replaced goods at his own expense





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if the repair or replacement requires the removal of goods which were put into service in accordance with the nature and purpose of the goods before the defect became apparent, the obligation to repair or replace includes the removal of the non-conforming goods and the putting into service of the goods supplied as a replacement or repaired goods or the bearing of the costs of removal or putting into service.

- ♦ refused to make the goods conform to the contract
- ♦ there is a repeated failure of performance, despite the Seller's attempts to bring the goods into conformity with the contract
- ♦ the defect is of such gravity as to justify immediate price reduction or immediate termination of the sales contract, or
- ♦ the seller has not undertaken to bring the goods into conformity with the contract, or it is clear from the circumstances that the business will not bring the goods into conformity within a reasonable time or without significant detriment to the consumer.

If the consumer wishes to terminate the sales contract on the grounds of defective performance, the burden of proving that the defect is insignificant lies with the Seller.

The Consumer shall be entitled to retain the remaining part of the purchase price, in whole or in part, according to the seriousness of the breach of contract, until the Seller has fulfilled its obligations regarding the conformity of performance and defective performance.

The general rule is that:

- ♦ the Seller must ensure the return of the replaced goods at his own expense
- ♦ if the repair or replacement requires the removal of goods which were put into service in accordance with the nature and purpose of the goods before the defect became apparent, the obligation to repair or replace includes the removal of the non-conforming goods and the putting into service of the goods supplied as a replacement or repaired goods or the bearing of the costs of removal or putting into service.

The reasonable time limit for the repair or replacement of the goods shall be calculated from the date on which the Consumer has notified the business of the defect.

The consumer must make the goods available to the trader in order to have them repaired or replaced.

The reduction of the consideration is proportionate if the amount of the reduction is equal to the difference between the value of the goods to which the Consumer is entitled in the event of contractual performance and the value of the goods actually received by the Consumer.

The Consumer's right to terminate the contract of sale may be exercised by means of a declaration addressed to the Seller expressing the decision to terminate.

If the non-conformity concerns only a specified part of the goods supplied under the sales contract and the conditions for exercising the right to terminate the contract apply in respect of those goods, the Consumer may terminate the sales contract only in respect of the non-conforming goods, but may also terminate it in respect of any other goods acquired with them if the Consumer cannot reasonably be expected to keep only the goods which conform to the contract.

If the Consumer terminates the contract of sale in its entirety or in respect of part of the goods supplied under the contract of sale, the Consumer shall.

- ♦ the Consumer must return the goods to the Seller at the Seller's expense; and
- ♦ the Seller must reimburse the Consumer for the purchase price paid for the goods concerned as soon as he has received the goods or the certificate of return of the goods.

What is the time limit for you to claim your warranty?

You are obliged to report the fault as soon as you discover it. A defect communicated within two months of its discovery shall be deemed to have been communicated without delay. However, please note that the contract





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you may no longer enforce your rights under the statute of limitations after the expiry of the two-year limitation period. The limitation period does not include the part of the repair period during which the Buyer cannot use the Goods for their intended purpose.

For the part of the Goods affected by the replacement or repair, the limitation period for the claim for replacement or repair shall start to run again. This rule shall also apply in the event that a new defect arises as a result of the repair.

If the object of the contract between the consumer and the business is second-hand goods, the parties may agree on a shorter limitation period; in this case, a limitation period of less than one year cannot be validly agreed.

Who can you claim against?

You may assert a warranty claim against the Seller.

What other conditions are there for the enforcement of your rights under the warranty?

Within one year from the date of performance, you can claim for a replacement goods warranty on no condition other than that you have notified the defect, if you prove that the goods were provided by the Seller. However, after one year from the date of performance, you will have the burden of proving that the defect which you have discovered existed at the time of performance.

Product Warranty

In which cases can you exercise your right to a product guarantee?

In the event of a defect in a movable item (Goods), you may, at your option, claim under the accessories warranty or the product warranty.

What rights do you have under a product warranty claim?

As a product warranty claim, you can only request the repair or replacement of the defective Goods.

In which cases is the Goods considered defective?

Goods are defective if they do not meet the quality requirements in force when they were placed on the market or if they do not have the characteristics described by the manufacturer.

What is the deadline for you to claim under the product warranty?

You have two years from the date the goods were placed on the market by the manufacturer to make a product warranty claim. After this period, you lose this right.

Against whom and under what other conditions can you enforce your product warranty claim?

You can only exercise your right to claim under a product warranty against the manufacturer or distributor of the movable item. You must prove that the Goods are defective in order to make a product warranty claim.

In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) is only exempted from its product warranty obligation if it can prove that:

- ♦ manufactured or placed the Goods on the market in the course of its business, or
- ♦ the defect was not detectable according to the state of science and technology at the time it was placed on the market, or
- ♦ the defect in the Goods arises from the application of a law or a mandatory requirement of a public authority.

The manufacturer (distributor) only needs to prove one reason for exemption.

Please note that you may not claim for a defect in accessories and a product warranty at the same time. However, in the event of a successful product warranty claim, you may assert a warranty claim against the manufacturer for the replaced Goods or repaired part.





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you can enforce.

Good standing

In which cases can you exercise your right to a guarantee?

Pursuant to Government Decree 151/2003 (IX. 22.) on the mandatory warranty for certain consumer durables, the Seller is obliged to provide a warranty for the sale of new consumer durables (e.g. technical goods, tools, machines) listed in Annex 1 of the Decree, as well as their accessories and components (hereinafter - in this section - collectively referred to as consumer goods) within the scope specified therein.

In addition, the Seller may also voluntarily provide a warranty, in which case the Buyer, being the Consumer, must be provided with a warranty declaration.

The guarantee statement must be provided to the Consumer on a durable medium, at the latest at the time of delivery of the goods.

It must be indicated in the warranty declaration:

- ♦ a clear statement that in the event of defective performance of the goods, the Consumer shall be entitled to exercise the statutory rights of warranty free of charge and that these rights shall not be affected by the warranty
- ♦ the name and address of the person liable for the guarantee
- ♦ the procedure to be followed by the Consumer in order to enforce the
- ♦ guarantee, the identification of the goods to which the guarantee applies, and
- ♦ the terms of the guarantee.

What are your rights and what is the time limit in case of a mandatory guarantee?

Warranty rights

The Customer may, on the basis of his/her warranty right, claim for repair or replacement, request a price reduction in the cases provided for by law, or ultimately withdraw from the contract if the debtor has not undertaken to repair or replace the goods, cannot fulfil his/her obligation within a reasonable period of time without prejudice to the interests of the beneficiary, or if the beneficiary's interest in repair or replacement has ceased.

The Buyer may also, at his/her option, submit the repair claim directly to the Seller's head office, any premises, branch or repair service indicated by the Seller on the warranty ticket.

Validation deadline

Warranty claims can be enforced during the warranty period, the warranty period is in accordance with Government Decree 151/2003 (IX. 22.):

- a. one year for a sale price of HUF 10 000 or more but not more than HUF 100 000,
- b. two years for a sale price exceeding HUF 100 000 but not exceeding HUF 250 000,
- c. Three years above the sale price of HUF 250 000.

Failure to comply with these deadlines will result in the loss of rights, but in the event of repair of the consumer goods, the warranty period will be extended from the date of delivery for repair by the time during which the Customer could not use the consumer goods as intended due to the defect.

The warranty period begins on the date of delivery of the consumer goods to the Customer or, if the installation is carried out by the Seller or his agent, on the date of installation.

If the Customer puts the consumer goods into service more than six months after delivery, the warranty period starts on the date of delivery of the consumer goods.

Rules on the handling of a warranty claim





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In handling the repair, the Seller shall endeavour to make the repair within 15 days. The time limit for repair shall start to run on receipt of the consumer goods.

If the duration of the repair or replacement exceeds fifteen days, the Seller must inform the Buyer of the expected duration of the repair or replacement.

If, during the warranty period, the first repair of the consumer goods by the Seller establishes that the consumer goods cannot be repaired, the Seller shall replace the consumer goods within eight days, unless the Buyer has agreed otherwise. If the consumer goods cannot be replaced, the Seller shall reimburse the purchaser within eight days the purchase price indicated on the proof of payment of the price of the consumer goods presented by the consumer, i.e. on the invoice or receipt issued under the VAT Act. By accepting the GTC, the Customer agrees that the information may be provided to him/her by electronic means or by any other means that can be used to prove receipt by the Customer.

If the Seller is unable to repair the consumer goods within 30 days:

- if the Customer has agreed to this, the repair can be carried out at a later date, or
- if the Customer does not agree to the subsequent performance of the repair or has not made a declaration to this effect, the consumer goods must be replaced within eight days of the expiry of the 30-day period without result, or
- if the Customer does not agree to the subsequent performance of the repair or has not made a declaration to this effect, but the consumer goods cannot be replaced, the sales price on the invoice or receipt for the consumer goods must be refunded to the Customer within eight days of the expiry of the 30-day period without result.

If the consumer goods fail for the 4th time, the Customer is entitled:

- the Seller towards a repair claim, or
- instead of the claim for rectification, request the Seller to reduce the purchase price proportionately pursuant to Section 6:159 (2) (b) of Act V of 2013 on the Civil Code, or
- to have the consumer goods repaired or otherwise corrected at the Seller's expense instead of the claim for repair pursuant to Section 6:159 (2) (b) of Act V of 2013 on the Civil Code, or
- if the Buyer does not exercise or has not declared these rights (repair, price reduction and other remedies at the Seller's expense), the consumer goods must be replaced within 8 days, and if the consumer goods cannot be replaced, the sales price indicated on the invoice or receipt for the consumer goods must be refunded within 8 days.

Consumer goods subject to the compulsory warranty under Government Decree 151/2003, which are fixed, or which weigh more than 10 kg or cannot be transported as hand luggage on public transport, with the exception of vehicles, must be repaired at the place of use. If the repair cannot be carried out at the place of use, the dismantling, installation, removal and return shall be carried out by the undertaking or, in the case of a request for repair made directly to the repairer, by the repairer.

Exceptions to the guarantee

The rules under "Rules for handling a claim" do not apply to electric bicycles, electric scooters, quad bikes, motorcycles, mopeds, cars, motor caravans, caravans, motor caravans, caravans with trailers, trailers and motorised watercraft.

However, for these Goods, the Seller shall also endeavour to comply with the request for repair within 15 days.

If the duration of the repair or replacement exceeds fifteen days, the Seller must inform the Buyer of the expected duration of the repair or replacement.

What is the relationship between warranties and other warranty rights?





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Warranty is in addition to warranty rights (product and accessory warranty), the fundamental difference between general warranty rights and warranty is that the burden of proof is lower for the consumer in the case of warranty.

The Seller's voluntary guarantee undertaking must not, during the period of the obligatory guarantee, contain conditions for the consumer which are less favourable than the rights granted by the rules on obligatory guarantees. However, after that period, the conditions of the voluntary guarantee may be freely determined, but the guarantee may not affect the consumer's statutory rights, including those based on the implied warranty.

Replacement request within three working days

In the case of sales via a webshop, the three working days exchange requirement also applies. A three working day replacement claim is possible for new consumer durables covered by Government Decree 151/2003 (22.IX.), according to which if a replacement claim is made within 3 working days, the seller must interpret this as meaning that the goods were already defective at the time of sale and must replace them without further ado.

When is the Seller released from his warranty obligation?

The Seller shall be released from its warranty obligation only if it proves that the cause of the defect arose after performance.

Please note that you may not make a warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time, but you will have the rights under the guarantee irrespective of the warranty rights.

Information on product warranty and guarantee of conformity of goods for Customers who are not consumers

General rules on the rights of accessory warranties

A Buyer who is not a Consumer may, at his/her option, make the following warranty claims:

You may request a repair or replacement, unless one of these is impossible or would impose a disproportionate additional cost on the Seller compared to any other request you have made. If you did not or could not request the repair or replacement, you may request a proportionate reduction in the price or the Buyer may have the defect repaired or replaced at the Seller's expense or, as a last resort, may withdraw from the contract.

You can switch from one warranty right to another, but you will bear the cost of the switch unless it was justified or the Seller gave a reason for it.

In the case of used Goods, the warranty and guarantee rights are usually different from the general rules. In the case of second-hand Goods, defective performance may also be considered, but the circumstances under which the Buyer could have expected certain defects to occur must be taken into account. As time goes by, the incidence of certain defects becomes more and more frequent, which means that it cannot be assumed that a second-hand Goods can be of the same quality as newly purchased Goods. On this basis, the Buyer may only assert his warranty rights in respect of defects which are in addition to and independent of those resulting from use. If the used Goods are defective and the Customer, being the Consumer, was informed of this at the time of purchase, the Supplier shall not be liable for the known defect.

In the case of buyers who are not consumers, the period of validity of the right to claim under the warranty is 1 year, starting on the date of delivery.

Warranty and Guarantee





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Product guarantees and mandatory warranties are only available to customers who are consumers. If the Seller voluntarily provides a warranty for a particular Good, it shall indicate this separately when the Goods are purchased.

If the manufacturer provides a manufacturer's warranty for the Goods that also covers purchasers who are not consumers, this warranty can be claimed directly from the manufacturer.

