

# GENERAL TERMS AND CONDITIONS IN CASE OF ORDERS ON THE WEBSITE

## 1. Introduction

The General Terms and Conditions provided in details below as General Purchase Terms and Conditions (hereinafter: GTC) shall apply to parties in contractual relationship with one another (hereinafter: Parties) if the buyer places his order via the website specified herein.

Accordingly, this GTC shall have reference to KRISTINUS BORBIRTOK Kft., as seller (hereinafter: Seller), and persons purchasing goods or services from KRISTINUS BORBIRTOK Kft, or users of the websites <http://www.kristinus.hu> or <http://kristinusborbirtok.hu> (hereinafter: Website) (hereinafter: Buyer), if the Buyer is qualified as consumer under section 8:1 (1) 3) of act V of 2013 (Civil Code, hereinafter: Civil Code).

Seller's particulars:

KRISTINUS BORBIRTOK Korlátolt Felelősségű Társaság

registered office: H-8713 Kéthely, Hunyadi utca 99.

tax number: 14321694-2-14

EU VAT number: HU14321694

corporate registration number: Cg. 14-09-308142, registered by the Registry Court of Kaposvár Regional Court

statistical number: 14321694-1102-113-14

data handling registration number: NAIH-100973/2016.

The language of the contract, communication between the Parties and GTC shall be Hungarian.

This GTC shall be effective in respect of all the economic relations between the Seller and Buyer (concerning the orders and purchases on the Website) from 1 June 2016, however, it shall not be applicable to any contract concluded earlier and it shall be valid until withdrawal. Terms and conditions different from those set out herein can be stipulated only in writing with the mutual agreement of the Seller and Buyer.

By making purchases and orders on the Website the Buyers shall unconditionally accept the terms and conditions set out herein. The Buyer acknowledges that as a result of the order placed by him the Seller and Buyers shall enter into a purchase – or delivery contract. The contract shall be concluded by the confirmation of the order and terminate by the performance thereof by the Seller.

Relevant laws:

- act V of 2013 on the Civil Code (hereinafter: Civil Code),
- act CVIII of 2001 on certain issues of electronic commerce services and information society services (hereinafter: E-commerce Act)
- act CLV of 1997 on consumer protection
- act XLVII of 2008 on the prohibition of unfair commercial practices against consumers,
- act XLVIII of 2008 on the basic requirements and certain restrictions of commercial advertising activities (hereinafter: Commercial Advert Act),
- act CXII of 2011 on informational self-determination and freedom of information,
- Gov. Decree no. 45/2014. (II. 26.) on the detailed rules of contracts concluded between consumers and businesses,
- Gov. Decree no. 151/2003. (IX. 22.) on the mandatory guarantee concerning durable consumer goods,
- Decree no. 19/2014. (IV. 29.) NGM on the procedural rules for administering guarantee and warranty claims on things sold within the framework of contracts between consumers and businesses.

## **2. Use of the Website, orders**

The order on the Website can be placed by the valid registration of the Buyer or by login with the registered e-mail address and password.

The supply of goods displayed on the Website shall not constitute a legally binding quotation on the side of the Seller but it shall be a non-binding internet catalogue serving the purpose of showing the range of products. The information, parameters, images, prices and data related to availability are only for information purposes, and the Seller reserves the right to change prices. Users can preview the product list in the catalogue and by clicking the name and image of the product the data sheet of the specific product (product sheet) containing the essential properties of the product. The current purchase prices, i.e. the gross price payable for the goods on the consumer market, which contain the value added tax and other dues charged on the goods, are indicated next to each of the goods on the page.

The Buyer shall place the item he intends to purchase into the virtual basket by clicking on the icon "Put in the basket" (hereinafter: Basket). The current content of the Basket can be checked and changed at any time. In the case of bottled products the minimum order quantity shall be 6 bottles, i.e. 1 case, which can be even mixed, by selecting various brands. In the case or order the Buyer shall specify the delivery- and billing address as well as the payment method; this where the delivery charge and total amount of the order shall be displayed on the site. After the Buyer has clicked on the icon "Order", we shall register the Buyer's order and send a prompt confirmation e-mail on the order. The Seller shall notify the Buyer via e-mail when the order is ready for delivery.

The Seller reserves the right to withdraw from the fulfilment of the order if the ordered item is not available or if he is unable to undertake the fulfilment for any other reason. In such case the Seller shall promptly notify the Buyer and return the payment already made in relation to the order. The Seller shall not be liable for damages for the reason of withdrawal from the fulfilment of order. The Buyer may request for partial delivery if any of the ordered items is unavailable. The Seller may require advance money from the Buyer for the goods that he have been purchased explicitly for the Buyer's order and not kept otherwise by the Seller.

Within 1 day subsequent to the order the Buyer may modify or cancel it via an e-mail to sales@kristinus.hu, in which the Buyer shall specify the data of the order to be modified/cancelled (date if the confirmation of the original order, data of the customer).

## **3. Payment and delivery**

The Buyer may select from the following payment options:

- Payment by cash on delivery  
Your order can be settled by cash at the receipt of the goods.
- Payment by bank transfer  
(In case of bank transfer the payment must be made to the specified bank account.) The ordered products shall be delivered by courier service after the payment has been made. The goods shall remain the property of the Seller as long as the customer has not paid the purchase price; the Seller shall explicitly retain the title to the goods until the full payment of the purchase price. In case of cash on delivery the deadline for the payment shall be the date of the delivery and in case of card payment it shall be the date of the order. In case the Buyer fail to settle the purchase price until the day of payment, then the Seller shall be entitled to withdraw from the contract.
- Payment by card throught the system of Barion  
Barion is an electronic payment service, which allows you to conveniently and safely pay by credit card or prepaid balance in webshops, mobile apps, or friends. The service provider Barion Payment Zrt. is an institution under the supervision of the National Bank of Hungary, authorization number: H-EN-I-1064/2013. You do not have to sign up for a credit card payment, you only need to enter your bank card number, expiration date and the CVC code on the reverse side and an active email address. However, if you sign up, you never have to type your card number at any Barion acceptance point, enough for your payment to have your e-mail address and password. This is not only comfortable but it also increases your safety!

The delivery shall be performed by TNT Express Hungary Kft, the Seller may request any other company as well.

The delivery shall be performed within 8 working days reckoned from day of the order. The Buyer shall give a delivery address where the receipt of the consignment is assured during working hours (between 8 a.m. and 6 p.m. on working days). The person entitled to take the delivery shall be the Buyer or any other person staying at the delivery address specified by the Buyer. The Buyer can make enquiry and agree about the anticipated day and time of the delivery on the phone number of courier (06-80 31 31 31) Mon-Fri between 7:30 a.m. and 3:00 p.m.). In case the courier finds no one at the delivery address, he shall attempt to leave a message on the site. The message shall contain the phone number of the courier, so that the Buyer shall be able to agree to the time of the delivery. The Buyer shall repay the costs incurred by the Seller due to the unsuccessful delivery. Upon the delivery the liability for the integrity of the consignment shall pass onto the Buyer, therefore the Buyer shall check the consignment, and in case the Buyer detects any external damage to the packaging, then the Buyer may choose at his sole discretion whether to a) refuse to take the delivery or to b) cause the courier to draw up minutes on the damage and retain one copy thereof. The Buyer shall promptly notify the Seller in writing of any damage.

The Buyer should remember that under section 16/A (1) of act CLV of 1997 on consumer protection it is prohibited to sell or serve drinks of alcoholic beverages to persons under the age of 18. Accordingly, no other than persons over the drinking age may purchase and take delivery of the product(s) at the address of delivery. In case the courier has any doubt concerning the age of the person taking the delivery, and such person is reluctant to present his identification document proving his age voluntarily, or if such person has not turned 18 years according to his identification document, then the courier may reject the delivery of the product(s).

The products shall be packed in card cases, and the packaging expenses shall be incurred by the Seller.

#### **4. Right of withdrawal**

The Buyer shall have the right of withdrawal in respect of the sale to a customer under Gov. Decree no. 45/2014. (II. 26.) on the detailed rules of contracts concluded between consumers and businesses as follows:

The Buyer may exercise the right of withdrawal/termination within fourteen days

- a) in the case of a contract on product purchase from the day of the receipt of the
  - aa) product,
  - ab) product delivered last – in the case of purchase of several products, if the various items are delivered at different time,
  - ac) item or piece delivered last – in the case of a product consisting of several items or pieces,
  - ad) delivery performed first – if the product must be delivered on a regular basis within a specified period,  
by the Buyer or a third party designated by the Buyer who is different from the carrier (Notwithstanding the foregoing, the Buyer's may exercise his right of withdrawal during the period between the date of the execution of the contract and the day of the receipt as well);

- b) in the case of a contract on services from date of the execution of the contract.

According to all this above, in respect of the contract entered into hereunder the Buyer shall be entitled to withdraw from the contract without explanation within 14 days. Likewise, in the case of service contract the Buyer may withdraw from the contract without explanation within 14 days if the delivery of the service has commenced.

The time limit for the withdrawal/termination shall expire after 14 days from the day when the Buyer or a third party designated by the Buyer who is different from the carrier takes the delivery, or in the case of order of several products following the expiry of 14 days reckoned from the day when the Buyer or a third party designated by the Buyer who is different from the carrier takes the delivery of the last product.

If the Buyer wishes to exercise his right of withdrawal/termination, he shall dispatch his clear statement containing such intention (via post or e-mail) either to the Seller's address specified herein or to the e-mail address sales@kristinus.hu for such purpose the Buyer may also use the sample statement of withdrawal/termination provided in Annex 1 hereto. The Seller shall confirm the receipt of the statement of withdrawal/termination without delay for the Buyer.

The Buyer shall exercise his right of withdrawal/termination within the time limit if he dispatches his statement of withdrawal/termination before the expiration of the aforesaid time limit.

Legal effect of the withdrawal/termination:

If the Buyer withdraws from the contract, the Seller shall refund all the payments made by the Buyer, including the shipping cost (except the additional expenses arising for the reason that the Buyer chose a transport mode different from the usual, the cheapest mode offered by us) without delay, but not later than within 14 days following the receipt of the Buyer's statement of withdrawal. The Seller shall apply a payment method identical to that applied in the original transaction unless the Buyer expressly assents to the use of a different payment method, and the Buyer shall not incur any additional cost due to the application of such method of refunding.

The Seller shall retain the amount to be repaid until the product is returned for the Seller or the return is not proved by the Buyer, depending on which date is earlier. The Buyer shall return the product by sending it for the Seller or handing it over at the Seller's company seat without unreasonable delay but not later than within 14 days reckoned from the service of the statement of withdrawal. The deadline shall be considered to be met if the product is returned prior to the expiry of the 14-day time limit.

The direct cost of returning the product shall be borne by the Buyer. The Buyer can only held liable for depreciation in the product if it has occurred due to the use exceeding that required for the establishment of the nature or properties of the product.

The Buyer may not exercise the right of withdrawal/termination

- a) in the case of service contract after the performance of the service in full if the company has commenced the performance with the explicit prior consent of the Buyer and the Buyer has acknowledged that he shall lose the right of withdrawal after the performance of the service in full;
- b) in respect of any product or service whose price cannot be influenced by the financial market business and it depends on its fluctuation possible even during the time limit set for the withdrawal/termination;
- c) in the case of prefabricated product which has been produced according to the expressed instructions or at the explicit request of the Buyer, or in respect of the product explicitly customized for the Buyer;
- d) in respect of perishable – or short shelf life product;
- e) in the case of product in closed package that cannot be returned for health- or hygienic reasons after opening the package following the delivery;
- f) in respect of a product that shall mix due to its nature with other products after the delivery;
- g) in respect of alcoholic beverage whose value depends on market fluctuation not influenced by the company and whose price was agreed to by the parties at the execution of the purchase contract but the contract was performed only after the 30th day following the execution thereof;
- h) in the case of a business contract where the contractor undertakes the performance of urgent repairs or maintenance works at the explicit request of the Buyer;
- i) in respect of the sales of audio- and video record or computer software in closed packaging if the Buyer opened the package after the delivery;
- j) in respect of newspapers, journals and periodicals, with the exception of subscription contracts;
- k) in the cases of contracts concluded on public sales;
- l) in the case of contracts of services on providing accommodation, excluding that for residential purpose, contracts of shipping, catering, services related to leisure time activities if the parties has stipulated a closing date or deadline for the performance in the contract;
- m) in respect of digital data content provided on non-tangible media, if the company has commenced the performance with explicit prior consent of the Buyer and simultaneously with such consent the Buyer acknowledged that after the commencement of the performance he would lose the abovementioned right of withdrawal/termination.

## **5. Guarantee and warranty**

### **5.1. Warranty**

In the case of deficient performance of the Buyer, the Seller shall be entitled to enforce warranty claim against the Buyer according to the provisions of the Civil Code.

On the basis of warranty rights, the Buyer shall have the option to lay the following warranty claims: The Buyer may choose either repair or replacement, unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the company as compared to the alternative remedy. If he did not or could not request for the repair or the replacement, then he may claim a commensurate reduction in the consideration or repair the defect himself or have a third party to do so at the cost of the company or – in the last resort – the Buyer may even withdraw from the contract.

The Buyer shall be required to inform the Seller of any lack of conformity without delay but not later than within two month of the detection thereof. On the other hand, the Buyer should remember the Buyer's right to warranty shall lapse after two years from the delivery date. In the case of any used thing such time limit shall be one year.

Within six months reckoned from the performance beyond the notification of the lack of conformity there is no other condition for the enforcement of the warranty claim than verification by the Buyer that the service has been provided by the selling company. However, upon the expiry of six months after the performance the Seller shall be required to prove that the lack of conformity detected by him already existed at the time of the performance.

## 5.2. Product guarantee

In case of lack of conformity of any movable property (product) the Buyer shall have the option to enforce the right under paragraph 5.1 or to enforce a product liability claim.

Concerning the product liability claim the Buyer may only request for the repairs or replacement of the defective product.

A product shall be deemed defective if it does not meet the requirements related to conformity in effect at the time of placing on the market, or it does not meet the specifications provided by the manufacturer.

The Buyer may enforce his product liability claim within two years from the date of placing the given product on the market. This deadline shall apply with prejudice. Upon the expiry of such time limit the Buyer shall lose his guarantee right.

The Buyer may lay product liability claim only against the manufacturer or distributor of the movable thing. In the case of the enforcement of product liability claim the lack of conformity shall be proved by the Buyer.

The manufacturer (distributor) shall be relieved of product guarantee obligation if able to prove that:

- a) he manufactured or placed the product on the market in the course of operations other than in the course of its business activity or for purposes relating to his profession, or
- b) the state of scientific and technical knowledge at the time when he put the product into circulation was not such as to enable the existence of a defect to be discovered, or
- c) the defect in the product was caused by the application of a regulation or a regulatory provision prescribed by the authorities.

Proof of one reason shall be sufficient for the manufacturer (distributor) in order to be relieved.

The Buyer should remember that both the warranty right and product liability claim cannot be enforced simultaneously, in parallel with one another. In the case of successful enforcement of his product liability claim the Buyer can enforce his product liability claim for any replaced component against the manufacturer.

## 5.3. Guarantee

In regard to the fact that the mandatory guarantee shall apply only to the products specified in Annex 1 to Gov. Decree no. 151/2003. (IX. 22.) on the mandatory guarantee concerning durable consumer goods and even in such case only beyond 10,000 HUF, the Seller shall not undertake guarantee in respect of the products available by order through the abovementioned web pages, consequently, the Buyer shall have no guarantee right.

## 6. Returning

If the Buyer returns the product to the Seller, the Buyer shall act as follows: Buyer shall ensure that the packaging of the consumer goods is fit for transport; the Seller shall refuse to assume liability for any damage occurring due to the unfit packaging during the transport. The original bill shall be enclosed without exception. The consumer goods are required to be sent by courier service instead of post so as to avoid any uncertainty of the delivery. The Seller shall refuse to accept any consignment burdened with cash on delivery.

## **7. Reservation of the ownership**

The product shall remain in the ownership of the Seller until the Buyer fulfils all his (main and ancillary) liabilities. In the meantime the Buyer may not transfer the product to any third party and he may not jeopardize the Seller's ownership in any other manner.

## **8. Privacy**

Certain information and data shall be inevitable for taking and fulfilling the order, issuing the bill, and guarantee. In the absence of such information the order can be cancelled and it shall be considered invalid. By using the website the Buyer shall undertake full liability for the authenticity and truth of the data provided by him. The Buyer shall have the right to access to and rectify the personal data provided by him, in compliance with the European and national laws. The Seller shall not disclose personal data to third parties with the exception of the cases where the disclosure is inevitable for the performance of the contract between the contracted partner of the Seller (e.g. courier) and the Buyer or if it is prescribed by law or authorities.

## **9. Complaint handling policy**

The key requirement to be met in the business practice of the Seller is prompt investigation of his customers' complaint and remedy of the detected deficiencies. Therefore the Seller shall register the complaint and give priority the settlement thereof. In addition, the Seller shall analyse the objections received and he shall use the outcome of such procedure for the improvement of his services and complaint handling procedure.

The Seller shall handle the complaints and complainants without any discrimination, equally, in the same procedure and according to the same rules. The complaint handling must be immediate, fair and substantive, which shall reveal the reasons of the complaint and thereafter the complaint must be remedied as soon as possible. During the complaint handling the Seller shall consider the conscious conduct of the consumer acting reasonably, in awareness of essential information, with reasonable attention and due care expectable under the given conditions, and the Seller expects his Customers to act in such a manner. While handling the received complaint the Seller shall use his best efforts to give technical, substantial, detailed and up-to-date responses which shall satisfy the requirement of clarity.

## **10. Definitions**

Complaint shall mean any individual request or notification arising against the Seller's activity, service or product in which the Complainant shall make objection to the Seller's procedure and raise a clear claim. The Buyer' request for general information, opinion or standpoint from the Seller shall not be qualified as a claim.

Complainant can have reference to a natural person, legal entity, business association without a legal personality or any other organization that uses the Seller's service, or the addressee of the information or quotation related to the service or the representative of any of the abovementioned persons. The Complainant shall be mostly the a customer of the Seller, however, any person objecting not to any specific procedure but to the activity related to the service of the Seller (for instance advertisement) shall also be considered as a Complainant.

Consumer shall mean any natural person acting for the attainment of the objectives beyond his own independent business or economic activity or for the purpose of the rules pertinent to arbitration consumer shall refer to other persons acting for the attainment of the objectives beyond his own independent business or economic activity, such as non-governmental organization specified in a separate law,

ecclesiastical legal entity, condominium, micro-, small- and medium enterprises, who purchase, order, receive or use or the addressee of the commercial communication related to the goods.

Customer shall jointly mean Complainant and Consumer.

Product shall mean any marketable movable thing that can be acquired – excluding money, security and financial instrument – and economically utilizable natural forces.

Service shall mean any activity – performed in return for consideration – beyond the sale goods, real property or valuable rights and interest that covers attainment of any result to satisfy the customer's or client's need, performance or conduct.

Goods shall mean any product, real estate or valuable rights and interests as well as services.

Selling price shall mean the price applicable to a certain unit or quantity of the product.

Unit price shall mean the price applicable to the measurement unit of the product specified in the law issued for the implementation of act CLV of 1997 on the consumer protection.

Commercial practice shall mean the conduct, activity, omission, advertisement, marketing activity or any other commercial communication of an enterprise or person being directly engaged in the sales of goods and services for consumers or in promotion of the sales and acting in the interest or favour of the enterprise.

Commercial communication shall mean transfer of information carried out in a direct connection with the independent business or economic activity of the enterprise, irrespective of the mode of appearance or tool thereof.

Invitation to purchase shall mean the indication of the properties, price or fees of the goods in the commercial communication in compliance with the communication tool in such a manner that shall enable the consumer to purchase or use the goods.

Transactional decision shall mean the consumer decision whether to enter into a contract and under what terms and conditions or whether to exercise any of his rights in relation to the goods.

Distribution shall mean making available any product – for the purpose of sale, consumption or use in exchange for consideration or free of charge – by the enterprise, including offering the product for the consumer.

Authorized representative: the parties may also act through their authorized representative. Authorized representative can be any natural or legal person or any organization without legal personality. No person that is under 18 years or who is prohibited from public affairs or who has been declared incapable of managing his own affairs by final court order can be an authorized representative.

Authorization: it shall satisfy the requirements set out in section 196 of act III of 1952 on the code of civil procedure.

## 9.1. Procedure of complaint handling

Lodging and recording of complaints

Methods available for the Customers to lodge a complaint:

- a) Verbal complaint: in person or over telephone (but personally)
- b) Written complaint: in person or through a document delivered by a third party
  - by post
  - via e-mail
  - through fax



## Lodging verbal complaint (in person or over telephone)

In case the Customer believes that the contested procedure can be settled on the site or there is a simple remedy available or if it should be founded on the lack of information or misunderstanding, then the Customer may turn to the Seller's colleagues in the Seller's shop in the opening hours or contact them on telephone number +36-85/539-014 between 9 a.m. and 5 p.m. on weekdays.

## Lodging written complaint

In order to enhance the efficiency of the administration the Seller requests his customers to lodge their complaints in writing if possible. The Seller shall adjudge the complaint only if it contains the exact description of the case, if the Customer makes more than one objection, he must specify their reasons separated, and the copy of the underlying documents must also be attached to the complaint. If there were certain antecedents, the information related thereto must also be provided (e.g. order number, description of the product).

the written complaint shall be valid only with the signature of the Customer. If the written complaint is lodged through an authorized representative, the Seller shall examine the authorization, therefore the Claimant shall also be required to specify the name of the natural person acting as an authorized representative and the original authorization in handwriting and signed by the Customer and at least by two witnesses.

The Customer may send his written complaint to the address of the Seller's seat and e-mail address specified herein.

## 9.2. Inspection of and response to the complaint

### Verbal complaint

The Seller shall inspect the verbal complaint without delay and promptly remedy it as necessary.

In the case of a complaint communicated over telephone the Seller shall ensure the receipt of the call within reasonable waiting time (live response within 5 minutes) and administration. If the Customer disagrees with the settlement of the complaint or if the prompt inspection is impossible, then the Seller shall draw up minutes on the complaint and his standpoint related thereto, and he shall hand over a copy of the minutes to the customer (if the complaint is lodged in person) or dispatch it in the case of a complaint made over telephone. Otherwise the Seller shall act according to the provisions related to written complaints.

The minutes shall be suitable for recording the following information:

- a) customer's name;
- b) address, registered office and mailing address, if necessary;
- c) place, date and method of lodging the complaint;
- d) description of the complaint, specifying the objections separated to enable the Seller to investigate all the objections of the Customer thoroughly;
- e) number of the order/contract affected by the complaint, customer ID number depending on the case;
- f) summary of the documents presented by the customer and other documentary evidence;
- g) Seller's statement on his standpoint relating to the customer's complaint if the prompt investigation is impossible;
- h) signature of the person, drawing up the minutes, and the customer, with the exception of the complaint communicated over phone or by means of other telecommunications service;
- i) place and date of drawing up the minutes;
- j) unique identification number of the complain in the case of a complaint communicated over phone or by using any other telecommunications service.

## Written complaint

In the case of a written complaint the Seller shall conduct investigation and notify the Customer of his decision/measure with explanation within 30 days of the receipt. The Seller shall serve notification of the outcome of the investigation to the Customer over telephone or via e-mail if requested by him. During the investigation the Seller may need additional information from the Customer. In such case granting such request is in the interest of the Customer, since the Seller shall be unable to continue the investigation until the provision of the missing information.

In the course of the complaint handling the Seller shall use his best efforts to investigate, remedy or reject the complaint in compliance with the relevant laws in force. He shall notify the Customer of his decision clearly, by providing clear explanation and by responding to all the issues raised by the Customer.

The Seller shall not charge any separate fee against the Customer for the investigation of the complaint.

In the course of the complaint handling the Seller may request for the following information from the customer:

- name;
- contract number, Customer's ID number;
- address, registered office, mailing address;
- telephone number;
- method of notification;
- product or service affected by the complaint;
- description and reason for the complaint;
- Complainant's claim;
- copy of the documents in possession of the customer that are required for underlying the complaint and not available for the service provider;
- valid authorization in the case of a Customer acting through his authorized representative;
- other data required for the inspection of and responding to the complaint.

The personal data of the customer lodging a complaint shall be controlled in compliance with the provisions of act CXII of 2011 on informational self-determination and freedom of information.

### 9.3. Description of the process of the complaint handling

After receipt of a complaint the prime duty of the Seller is to decide whether the notification is qualified as a complaint according to the definition provided herein. If yes, the complaint shall be registered.

The investigation shall commence following the registration of the complaint. The missing information and expert opinion, if necessary, may be obtained in the stage of investigation.

When all the information that is essential in respect of the complaint is available, the stage of investigation shall be closed and the decision shall be made.

The settlement procedure may result in making one of the three following decisions:

1. the complaint is sustained or
2. partially sustained or
3. rejected.

After the decision making the complaint settlement shall be finished by drafting and sending the reply to the customer by means requested by the customer (in writing, through fax, via e-mail etc.).

The Seller gives high priority to the efficient complaint handling, therefore after closing of each settlement procedure the Seller shall carry out monitoring activity (analysis), focusing on the following factors:

- lead time of the complaint, broken down according to various criteria;
- number of complaints;
- complaints related to certain products/services/transactions;
- Customers' satisfaction in general, in relation to the complaint handling;

- Customer's satisfaction in relation to the specific complaint.

#### 9.4. Information on the rights of remedy

9.4.1. In the case of rejection of the complaint the Seller shall inform the customer of the remedy, by indicating which body, authority or court – according to the nature of the complaint - the customer can lodge claim in order to seek remedy. The customer can exercise such right even if the 30-day time limit for the response concerning the investigation of the complaint has expired without success.

9.4.2. The opportunities to lodge a complaint and seek remedy by disregarding the Seller can be various depending on whether the Complainant is qualified as a Consumer or not.

9.4.3. In case the complaint handling conducted by the Seller fails to come to a settlement satisfactory for the Consumer or if no response is received within 30 days, the Consumer shall have the following options to seek remedy:

- a) Under act CLV of 1997 on consumer protection he may submit his complaint to the independent court of arbitration attached to the county (metropolitan) chamber of commerce and industry (hereinafter: chamber) according to the place of residence of the Consumer (upon request of the Consumer instead of the body with jurisdiction the arbitration specified in the consumer's petition can also conduct the proceedings). The arbitration court with jurisdiction according to the registered office of the Seller shall be the Arbitration Court attached to Somogy County Chamber of Commerce, 7400 Kaposvár, Anna utca 6., tel.: 82/501-000, email: [skik@skik.hu](mailto:skik@skik.hu), or
- b) to the court with jurisdiction and competence according to the provisions of act III of 1952 on the code of civil procedure.

The scope of the authority of the arbitration court shall cover the settlement of disputes in chamber arising between the consumer and business (Seller) in relation to the product quality and security, by application of the rules pertinent to product liability, quality of the service as well as to the conclusion and performance of the contract between the parties (hereinafter consumer dispute): for such purpose the arbitration shall attempt to assist the parties to reach agreement, and in the case of failure thereof adoption of award in the case for the simple, prompt, efficient and cost-efficient enforcement of consumer rights. Upon request of the consumer or the business (Seller) the arbitration court shall give advice in relation to the rights and obligations of the consumer.

9.4.4. . In case the complaint handling conducted by the Seller fails to come to a settlement satisfactory for the Complainant not qualified as a consumer, the Complainant shall have the following options to seek remedy: he may file his complaint in relation to the conclusion, validity, legal consequences and termination of the contract as well as with the breach of contract and legal consequences thereof to the court with jurisdiction and competence according to the provisions of act III of 1952 on the code of civil procedure.

#### 9.5. Registration of complaint and privacy

The Seller shall keep records on the customers' complaints and measures serving the purpose of the settlement thereof, which records shall contain the following information:

- The Complainant's data
- description of the complaint and that of the event or fact forming object of the complaint
- date and method of lodging the complaint
- description of the measures serving the purpose of the remedy, in the case of the rejection the explanation thereof
- name of the person(s) accountable for the settlement of the complaint and enforcement thereof as well as the deadline for the performance of the measure and closing of the complaint
- information and possible expert opinion obtained during the investigation
- decision on the claim specified in the complaint
- date and method of responding the complaint
- other information related to the analysis and improvement of complaint handling (e.g. reason and frequency of the complaint)

The Seller shall achieve the written complaints – including the minutes drawn up on the complaint verbally presented by the Complainant – as well as the responses thereto for a period of five years and to present

such documents to the supervisory authorities if requested by them. Upon the expiration of the retention period the data media (documents) shall be discarded.

The personal data recorded in the register of complaint may serve only the purpose of the registration and adjudgement of the complaints.

In order to enforce his rights and comply with his obligations the Seller shall also retain the printed and electronically recorded documents in accordance with the rules on the retention of documents prescribed in relation to complaints but at least until the expiry of the limitation period under the civil law.

## **10. Code of Conduct**

Code of Conduct shall mean agreement or set of rules - created within the framework of the market self-regulation – which is to define the rules of conduct to be followed in relation to any commercial practice or industry for the businesses acknowledging the codex binding upon themselves (hereinafter: submission to the code of conduct).

The Seller advises his Customers that he has not submitted to any code of conduct.

Kéthely, 25 May 2016

KRISTINUS BORBIRTOK Kft.  
Seller