

## **General Terms and Conditions**

### **1. Operator of the webshop**

The webshop at <https://totallsport.com/> Internet address is operated by

#### **Goal Hungary Trading and Service Limited Liability Company**

Short name: Goal Hungary Ltd.

Registration number: 03-09-125370 - Company Registry Court of Kecskemét Regional Court (Kecskeméti Törvényszék Cégbírósa)

Tax number: 24146041-2-03

Headquarters: 11 Gazdasági vineyard, Helvécia, Hungary 6034 (Magyarország, 6034 Helvécia, Gazdasági dűlő 11.)

Place of establishment: 36 Küküllő Street, Helvécia 6034 Hungary (Magyarország, 6034 Helvécia, Küküllő u. 36.)

Place of business: 8-10 Dobó Istán Boulevard, Kecskemét 6000, Hungary (Magyarország, 6000 Kecskemét, Dobó István krt. 8-10.)

(Supplier hereafter).

#### **Supplier's bank account data:**

Name of bank: MBH Bank Nyrt.

Bank account number: 10103104-20684700-01003007

IBAN: HU70 1010 3104 2068 4700 0100 3007

Swift code: MKKBHUHB

#### **Supplier's commercial activity was registered by:**

Commercial registration number: 126 - Notary of Helvécia Municipality - as authority for trade.

#### **Chamber registration number:**

BA24146041 - Chamber of Trade and Industry of Bács-Kiskun County (Bács-Kiskun Megyei Kereskedelmi és Iparkamara)

### **2. Customer service**

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

#### **2.1. Telephone:**

Telephone number: +36 70 386 25 08 - it is **not** a premium rate telephone number!

Available on working days from 8 am to 5 pm

#### **2.2. E-mail:**

E-mail address: info@totallsport.com

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

### **3. Hungarian legislation**

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

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

In addition, the following Hungarian regulations:

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

3.2. Times and periods mentioned in present general conditions of contract and usage (terms and conditions or TC hereafter) are meant in CET.

3.3. Working days, non-working days and bank holidays are meant to be Hungarian working days, non-working days and bank holidays.

#### **4. Scope and subject of General Terms and Conditions**

4.1. Present general terms and conditions are related to services available at website, to the usage of the website and to any trade of products available in the web shop of the website.

4.2. Contracting parties:

4.2.1. Supplier defined above as operator of the website and seller of products.

4.2.2. User as a person who orders products from the web shop and a person who visits the pages of the website. Users can be any natural people with legal capacity, including natural people from abroad. Any legal people or businesses without legal status, including legal subjects from abroad, may be considered as purchasers or customers according to present TC. Incapable or partly incapable subjects may contract with present contractual conditions according to regulations of CC (Ptk.).

4.3. Terms and conditions apply from placement on website until indefinite period.

4.4. Times and periods mentioned in conditions of contract are meant in CET.

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

5.1. Users are able to learn essential information about available products on pages of the website where they are described before placing an order.

5.2. The language of contracting is English. Present Terms and Conditions and prospectus of the website are in English and Hungarian. In case of any misinterpretations as a result of linguistic differences, Hungarian texts are the standards.

5.3. Supplier distributes solely products at the website, ordering services is not possible.

5.4. Orders placed on the website are legal declarations made by implicit conduct, indicating that placing the order entails an obligation to make a payment.

5.5. Supplier has to confirm the arrival of an order without any delay on electric way. If the confirmation does not arrive at User within 48 hours, User is freed from offer commitments.

5.6. A contract is not considered to be a written contract until Supplier does not file it and is later not available in a written form.

5.7. Supplier has not undergone any behavior codex so it is not available at Supplier.

5.8. Before the order confirmation, the User is informed about the price of the product, the current shipping charges, the delivery options and limitations, possible payment methods and additional costs if any. In a specific case the Supplier will contact the User for consultation.

5.9. User receives Terms and Conditions and documents necessary for rightful information in an e-mail confirming the order as an attached document. Content is actualized to the time of placing the order. Furthermore, User can download Terms and Conditions and other pieces of information from the link "Download/print the document: HERE" and can save and print them, or can have access to the latest version on the website.

## **6. Registration**

6.1. Registration is free.

6.2. Users can register by clicking on the menu point "Registration" and filling in the form there, accepting regulations of TC and marking declarations necessary for handling their personal information.

6.3. User must provide real information for a valid registration. If it is proven that User has given false information at registration, Supplier has the right to delete registration. In this case, Supplier is not responsible for any possible consequences.

6.4. Supplier can delete registration without bearing any responsibility, if User has used website in bad faith, or has violated present contractual conditions.

6.5. Cancellation done by Supplier does not affect orders fulfilled by both parties. In case Supplier has not started the fulfillment, it can decide unilaterally whether to accomplish it or not, provided that the reason of cancellation does not hold this up. If Supplier does not fulfill the order, but User has already paid, Supplier pays the money back to User. If User has caused damage to Supplier through its behaviour - which was the reason of cancellation, Supplier has the right to withhold the sum that covers the damage from the refund.

6.6. User can initiate deletion of its registration in an e-mail sent to Supplier, which is carried out by Supplier without any delay, but within no more than 10 days.

6.7. Deletion of registration may become necessary based on any requests about processing placed by User in order to ban any kind of use of personal data. User can read about this in Privacy Policy.

6.8. User's above mentioned requests about deletion does not affect valid orders placed by User previously.

6.9. The User is responsible for keeping user access data (especially the password) confidential. If the User becomes aware that an unauthorized third party may have gained access to the password provided during registration, he/she must immediately change his/her password, and if it can be assumed that the third party is abusing the password in any way, he/she must notify the Supplier at the same time. The user undertakes to update the personal data provided during registration as necessary in order to ensure that they are timely, complete and in accordance with reality. If User forget his/her password, he/she can set a new password by informing the Supplier.

## **7. Defining the price of purchase**

7.1. User can get information about current product prices at the pages of website showing details of products.

7.2. Prices shown with products are gross consumer prices, so all prices shown at website are the total price including VAT. Regulations valid in the destination country of sale might affect a different tax content.

7.3. Consumer prices are given in Euros (EUR).

7.4. Purchase prices do not include shipping charges.

7.5. Supplier does not charge for packaging of products.

7.6. Prices indicated - or in case of prepayment: shown - in confirmation of orders are gross consumer prices, just like any other costs, they include VAT and any other possible costs.

7.7. Supplier reserves the right to change prices of products in its web shop. Modification of prices does not affect prices of already ordered goods in case accepting the order has already confirmed by Supplier via e-mail.

7.8. In case an incorrect '0' or '1' USD price is added to a product at the web page, Supplier is not obliged to purchase the product at the incorrect price therefore no contract is concluded to the product concerned with the incorrect price. Supplier may offer to sell the product at the correct price and User concerned to the given transaction can order the product at the correct price by giving a new order. The purchase order given electronically is taken as an offer to purchase which is not obliged to fulfil by Supplier. The first, automatically sent acknowledgement shows only the acknowledgement of the fact that the order is received. Accepting the order always happens by the second, not automatically sent acknowledgement which also means that the contract is concluded. In case of an incorrect price giving the offer at the correct price happens before sending this second acknowledgement herewith before accepting the order.

## **8. Methods and steps of placing orders, contracting**

### **8.1. Selecting products**

8.1.1. User can get important information about products at specific pages of the web site.

8.1.2. By giving the number of items and depending on the product when it is possible by giving the size/presentation and/or other optional characteristics User can place the selected items into a virtual cart after clicking on the "Add to cart" button on the data sheet of the selected products.

8.1.3. In case User wants to order more than one item, they need to repeat the above described process.

8.1.4. If User has questions about products before placing an order, Customer Service of Supplier is willing to help (contacts above, under "Customer Service"). User's Manual is attached to and posted with products sold by Supplier - if regulations require. If User does not receive compulsory User's Manual together with product, they must inform Customer Service before using product. Supplier sends it additionally.

### **8.2. Placing and reconfirmation of orders, contracting**

8.2.1. User can place orders online in the web shop on the following way.

8.2.2. User does not need to register in order to place an order.

8.2.3. After selecting and putting products into the cart User can take a look at the contents of the cart by clicking on the image of a shopping cart on the heading of the webpage.

8.2.4. On the page where the contents of the cart is shown User can modify the number of products by rewriting numbers shown there or can remove items from the cart during the process of ordering by clicking on the image of a bin, thereby deleting the order(s).

8.2.5. Billing and delivery data must be provided after clicking on the button "Next step". For registered Users who have entered into their account giving shipping and billing data becomes possible immediately.

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

8.2.6. Method of payment can be chosen on this page.

8.2.7. During the order, the User has the option to subscribe to the newsletter service on the website by clicking on the checkbox next to the text section. Subscription to newsletters is voluntary, the lack of which shall not affect User's options to receive any other services available at the web page.

8.2.8. The same page shows the aggregated consumer price of complete order and gross fees of shipping or other costs, so the complete sum User needs to pay.

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

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

8.2.9.2. Registered Users can modify their personal data related to order during the process of ordering. They can do this by clicking on the "Profile" icon and then the "Profile" sign leading to Users' personal profile page after entering website.

8.2.9.3. Contents of the cart, data and parameters of order can be checked, modified or even deleted at any time until placing an order, by modifying, re-typing data at the pages indicated above, and based on foregoing points of present chapter of TC.

8.2.10. User may place a valid order after checking the above mentioned data of order and correcting possible errors occur in data input, accepting present TC at the last page by marking related declaration, clicking on the button "Place order". Then, depending on the method of payment, they get information about data necessary for bank transfer, or is redirected to the website of online payment Supplier, where they can fulfil payment.

8.2.11. User takes note that sending an order constitutes an obligation to pay.

8.2.12. Supplier reconfirms order in an automatic e-mail immediately after receiving it. This e-mail is sent to the address provided by User during registration or at the time of placing an online order. Reconfirmation includes all the costs User has already paid. If this reconfirmation does not arrive at User within 48 hours after placing an order, User is freed from commitments of offer. Reconfirmation is considered to be received by User if they have access to it (so it appears among incoming messages at their e-mail account). Contract regarding to the purchase of product is not created at this point, this reconfirmation is not regarded as acceptance of the order yet.

8.2.13. Processing of orders is between 8 am and 5 pm CET zone every working day after the sum of the order arrives to Supplier's bank account. In case the sum of the order arrives at Supplier beyond this period, arrival at Supplier is considered completed at the beginning of first processing period to follow. If an order has been pre-paid, arrival of order at Supplier is considered completed when sum arrives at Supplier's bank account, or if sum arrives later than above mentioned period, arrival of order is considered to be at the start of next processing period. Orders are processed within 2 working days from the date of receipt.

8.2.14. After starting to process orders - if order has been accepted - Supplier informs

User about the acceptance of the order in an e-mail. Contract about the purchase of product is realized when contract about purchase arrives at User's e-mail account.

8.3. User's request about deletion of their registration does not affect User's valid orders placed previously.

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

## **9. Follow-up correction of orders**

9.1. If User would like to modify an already posted order, or has given incorrect data, they must notify Customs Service as soon as possible through one of the contact routes. It is important to lose no time in doing this, so that Supplier can correct the order before accomplishment.

9.2. In case of correcting an order, Supplier sends a new reconfirmation to User with a modified content, based on which a new contract is realized, when there has been an incorrect but previously accepted order.

9.3. In case of a follow-up correction Supplier can act as deleting User's incorrect order and asks for placing a new order. Supplier shall consult about this option with User who is affected in this situation.

## **10. Terms of payment**

### **10.1. Possible forms of payment:**

#### **10.1.1. Pre-payment through bank transfer:**

User chooses this form of payment during the process of sending an order. Data necessary for accomplishing the transfer is included in a reconfirmation e-mail acknowledging the arrival of order.

#### **10.1.2. Pre-payment through online payment service using a bank card:**

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

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

User exclusively provides data of bank card used for purchase to OTP Mobil Ltd., 17-19. Hungária Boulevard, Budapest 1143 Hungary (1143 Budapest, Hungária krt. 17-19.) (SimplePay), as they are redirected to website of SimplePay during payment process.



SimplePay does not share debit card data with Supplier.

Data security is based on the separation of data. The Supplier receives information about the order from the User, and the payment service provider only receives the bank card data required for the payment transaction on the payment page with 128-bit SSL encryption. To pay by bank card, your internet browser must support SSL encryption. SSL stands for Secure Sockets Layer accepted encryption method. The browser used by the User uses SSL to encrypt the bank card data before sending it, so that it reaches the payment service provider in coded form and cannot be interpreted by unauthorized persons.

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

By accepting the general terms and conditions, the User makes the following statement:

"I acknowledge the following personal data stored in the user account of Goal Hungary Ltd. 11 Gazdasági vineyard, Helvécia, Hungary 6034 (Magyarország, 6034 Helvécia, Gazdasági dűlő 11.) in the user database of <https://totallsport.com/> will be handed over to OTP Mobil Ltd. and is trusted as data processor."

The data transferred by the data controller are the following:

- surname
- first name
- telephone number
- e-mail address
- address
- IP address
- transaction identification
- sum of transaction
- object of transaction

The nature and purpose of the data processing activity performed by the data processor in the SimplePay Privacy Policy can be found at the following link:

<http://simplepay.hu/vasarlo-aff>.

### **10.1.3. Pre-payment through online payment service:**

Pre-payment by the choice of User during sending an order through an online payment service provider.

Online payment service is provided by PayPal. By drawing on the service, User can pay by **bank card** or a **PayPal account**

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

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

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

10.3. In case Supplier cannot accomplish the order because of reasons within its own circle of interest, it refunds the total price of product and delivery fee to User within 14 days after occur of hindrance.

## **11. Period of performance and conditions of delivery**

### 11.1. Deadline of performance and delivery

11.1.1. Supplier delivers products ordered by the deadline mentioned in reconfirmation of accepting an order to the address given by User during the order.

11.1.2. If an ordered product is on stock, Supplier hands it over to delivery company within 5 working days after the receipt of payment.

11.1.3. If an ordered product is out of stock, but can be ordered, Supplier hands it over to delivery company within within two weeks from the time Supplier reconfirms the acceptance of order. In case Supplier cannot or can make shipment only with delay because of circumstances beyond its control, Service Provide contacts User who has placed the order immediately to consult with a view to reaching agreement.

11.1.4. Delivery Company delivers products within 1-7 working days after Supplier posted products depending on the destination country.

11.1.5. If Supplier cannot accomplish orders keeping the deadlines as described above, it informs User about performance hindrance immediately after its occurs.

### 11.2. Delivery Company:

#### **GLS General Logistics Systems Hungary Csomag-Logisztikai Korlátolt Felelősségű Társaság**

(GLS General Logistics Systems Hungary Ltd.)

Short name: GLS General Logistics Systems Hungary Kft.

Corporate registration number: 13-09-111755

Tax number: 12369410-2-44

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

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

Telephone: +36 29 886 670

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

Website: <https://glsgroup.eu/>

Delivery Company hereafter.

Delivery Company delivers ordered products to User within 5 working days depending on destination country after posting. Users can find more details about delivery under the menu point "Shipping information" on the website, and in the document "Általános üzleti feltételek" ("General Conditions") at the website of GLS General Logistics Systems Hungary Kft. (<https://glsgroup.com/IE/en/general-terms-conditions/>).

11.3. Delivery point:

**GLS General Logistics Systems Hungary Csomag-Logisztikai Korlátolt Felelősségű Társaság**

(GLS General Logistics Systems Hungary Ltd.)

Short name: GLS General Logistics Systems Hungary Kft.

Corporate registration number: 13-09-111755

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

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

Telephone: +36 29 886 670

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

Website: <https://glsgroup.eu/>

Delivery Company hereafter.

Delivery Company delivers ordered products to a store contracted for service as a delivery point selected by the User within 5 working days depending on destination country after posting. Users can find more details about delivery under the menu point "Shipping information" on the website, and in the document "Általános üzleti feltételek" ("General Conditions") at the website of GLS General Logistics Systems Hungary Kft. (<https://glsgroup.com/IE/en/general-terms-conditions/>).

11.4. Parcel locker:

**GLS General Logistics Systems Hungary Csomag-Logisztikai Korlátolt Felelősségű Társaság**

(GLS General Logistics Systems Hungary Ltd.)

Short name: GLS General Logistics Systems Hungary Kft.

Corporate registration number: 13-09-111755

Tax number: 12369410-2-44

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

Postal address: 2, GLS Európa Street, Alsónémedi 2351, Hungary (2351 Alsónémedi, GLS

Európa u. 2.)  
Telephone: +36 29 886 670  
E-mail: info@glh-hungary.com  
Website: <https://glh-group.eu/>

Delivery Company hereafter.

Delivery Company delivers ordered products to a parcel locker selected by the User within 5 working days depending on destination country after posting. Users can find more details about delivery under the menu point "Shipping information" on the website, and in the document "Általános üzleti feltételek" ("General Conditions") at the website of GLS General Logistics Systems Hungary Kft. (<https://glh-group.com/IE/en/general-terms-conditions/>).

#### 11.5. Shipping costs

User can get information about shipping costs - gross amount of the delivery cost - during the process of sending an order, or can get informed about it under the menu point "Shipping information" on the website. The content of this menu point is an integral part of present conditions.

#### 11.6. Receiving products

11.6.1. Based on the contract created as a result of the User's order, it is the User's obligation to pay the price of the product(s), the delivery fee, and any other costs explained to him/her in connection with the fulfillment of the order before placing or finalizing the order, and to take delivery of the product. If the User does not accept the product without reason, he/she violates the contract. The Supplier may claim damages caused by breach of contract.

If the User does not receive the ordered product at the time of delivery without reason - including when the User is not available despite the Carrier's repeated attempts to deliver or in case of delivery to GLS DeliveryPoint or GLS parcel locker, the ordered product is not picked up at the selected location within the specified time limit - the delivery will fail, and the Supplier is entitled to sell the ordered goods to a third party. In this case, if the product is returned to the Supplier, the Supplier will refund the purchase price - after deducting the cost of the transaction and the cost of return shipping. The delivery fee and any other costs are not included in the purchase price, in such cases they will not be refunded. The fee for returning the product to the Supplier, which was not received without reason, arises as another damage, so the Supplier is also entitled to deduct it from the amount to be refunded.

11.6.2. User checks the amount and soundness of the ordered products at the spot of delivery, together with the existence of the necessary documents (invoice), and informs courier about possible damages, deficiency or other differences from what was ordered. If User notices any damages or differences on the products at delivery, Delivery Company must hand over products one by one, and register differences and damages on products

on the spot. For damages caused during delivery, Supplier is liable until the time of handing over the products to User. If User does not check products at the time of delivery, his/her right to warranty does not change nor does the right of withdrawal without any explanation, they can practise them as described at Point 12.

11.6.3. Supplier does not ensure the option of taking over any products at Supplier's.

## **12. Defective performance, warranty, indemnity, right of withdrawal without reason**

### 12.1. Defective performance

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

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

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

12.1.4. In case of purchase done by User considered as Consumer Supplier performs defectively if the fault of the product occurs from inefficient commissioning provided that commissioning is part of the sales agreement and it was performed by Supplier or it was performed under the responsibility of Supplier or commissioning had to be done by User by following the instructions of Supplier's installation instructions and defective performance comes from the fact that these instructions were incomplete.

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

### 12.2. Liability for defects

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

12.2.2. User - based on their choice - can choose between the following liability for defects: can ask for repair or replacement, except if non-of these is impossible to perform or would mean a disproportionately high cost for Supplier compared to other demands. User as a consumer, during determining a disproportionately high cost Supplier shall consider every circumstance, including the value of the service in case of faultless

condition and the extent of termination of contract. In case Supplier has not agreed to repair or replace the product or Supplier is unable to fulfil this obligation in time because of the specifications of the product and being aware of the User's purposes, with no harm on User's interests or in case User's interests in repairing or replacing the product is lost:

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

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

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

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

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

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

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

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

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

12.2.10. After discovering the error, the User is obliged to notify the Supplier of the error without delay. In the case of a contract between a consumer and a business, an error communicated within two months of the discovery of the error must be considered communicated without delay. The right holder - the User - is responsible for the damage resulting from the delay in communication. The user's implied warranty claim expires within one year from the date of execution of the contract. The implied warranty claim of a User who is considered a consumer expires within two years from the completion of the contract. If the subject of the contract between the consumer and the business is a used item, the implied warranty claim of the User who is considered a consumer expires within one year from the date of execution of the contract.

12.2.11. In case of User considered as Consumer makes a purchase, they can realize their demands related to liability for defects by communicating the fault, if User proves that product or service has been provided by Supplier. However, User is obliged to prove that fault was already existent at the time of delivery if one year has already passed after accomplishment.

12.2.12. Supplier is obliged to repair or replace the product - which applies to the characteristics of the product and also to the purpose of the product that is expected by User - within a reasonable period of time. Reasonable time has to be calculated from the time when User communicated the failure to Supplier.

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

12.2.14. In case User as a consumer buys any goods, Supplier is obliged to organize taking back the goods on its own cost. If the act of replacing or repairing the product affects removing any goods which had been - due to their nature - installed before the defect occurred, the obligation to repair or replace the product involves removing the defected product and installing the replacement or repaired product or has to bear the costs of removing and re-installing the product.

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

### 12.3. Product warranty

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

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

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

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

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

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

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

Proving one reason by producer or Supplier is enough.

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

#### 12.4. Compulsory warranty

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

12.4.2. Duration of warranty:

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

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

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



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

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

In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies and it malfunctions during the law justify compulsory warranty period User can implement the same claims against Supplier as in case of liability for defects. User has the possibility - according to the order written under the title 'Liability for defects' - to ask for repair, replacement, discount or withdrawal of the contract.

#### 12.4.3. Conditions for asserting a warranty claim

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

The User can exercise his/her rights arising from the warranty with the warranty card provided to him/her, the irregular issuance of the warranty card or failure to provide the warranty card does not affect the validity of the warranty. In case the warranty certificate is not provided, the conclusion of the contract shall be considered proven, if the User presents a receipt confirming the payment of the consideration. Returning the opened packaging of the consumer product is not a condition for fulfilling the warranty claim.

Special requirements (e.g. periodic review) may be imposed on the User who is considered a consumer in order to properly put a consumer item into operation or to keep it in operation, provided that proper commissioning or maintenance cannot be ensured otherwise, and fulfilling the requirement does not impose a disproportionate burden on the User. If such special requirements apply to the given product, the Supplier will provide the User with the information necessary for proper commissioning and/or maintenance at the same time as the product is handed over.

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

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

- wrong installation,
- misuse,

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

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

The list of durable consumer goods is contained in the annex to IM Decree 10/2024 (VI. 28) on the definition of the range of durable consumer goods covered by the mandatory warranty.

12.4.7. In case Supplier ascertains during the first repair that the product cannot be repaired, Supplier is obliged to change the product within eight days unless otherwise specified by User. If this is not possible, the Supplier is obliged to refund to the User the purchase price indicated on the warranty card or, failing this, on the receipt proving the payment of the product consideration presented by the User - on the invoice or receipt issued on the basis of the General Sales Tax Act - within eight days. This provision does not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, recreational vehicles, caravans, trailers, and motorized watercrafts.

12.4.8. If the product fails again after being repaired three times within the warranty period - unless otherwise ordered by the consumer, the Supplier is obliged to replace the consumer product within eight days. If it is not possible to exchange the consumer item, the Supplier is obliged to pay the consumer the purchase price indicated on the warranty card or, failing that, on the receipt proving payment of the consideration for the consumer item presented by the consumer - on the invoice or receipt issued on the basis of the General Sales Tax Act - within eight days to refund. This provision does not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, recreational vehicles, caravans, trailers, and motorized watercrafts.

12.4.9. If the consumer item is not repaired by the thirtieth day from the notification of the repair request to the Supplier, - unless otherwise ordered by the consumer - the Supplier is obliged to replace the consumer item within eight days after the ineffective expiration of the thirty-day deadline. If it is not possible to replace the consumer item, the Supplier is obliged to pay the purchase price indicated on the warranty card or, in the absence of this, on the proof of payment of the consideration for the consumer item presented by the consumer - on the invoice or receipt issued on the basis of the General Sales Tax Act - after the thirty-day rectification deadline has expired without success to be refunded to the consumer within the following eight days. This provision does not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, recreational vehicles, caravans, trailers, and motorized watercrafts.

12.4.10. The user can assert an accessory warranty and warranty claim, as well as a product warranty and warranty claim at the same time, parallel to each other due to the same fault. If, on the other hand, the User has once successfully asserted his/her claim resulting from defective performance due to a specific error (for example, the Supplier replaced the product), he/she may no longer make a claim for the same error on other legal grounds.

## 12.5. Right of withdrawal without reason

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

12.5.2. Provider ensures the 14 days withdrawal period required by the applicable legislation for User for 30 days under the conditions laid down below.

### 12.5.2. Deadline for desist

a) in case of contract about sale and purchase of products: expires after 30 days counting from the day when User or a third person - apart from the delivery man - denoted by User takes over the product;

b) in case of more than one product: expires after 30 days counting from the day when User or a third person - apart from the delivery man - denoted by User takes over the product;

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

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

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

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

Withdrawal of declaration

or can copy its content from here:

...

### **Sample of withdrawal declaration**

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

Addressee: Goal Hungary Ltd.

Postal address: 36 Küküllő Street, Helvécia 6034 Hungary (Magyarország, 6034 Helvécia, Küküllő u. 36.)

E-mail: info@totallsport.com

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

Time of contracting/time of takeover:

Name of consumer:

Address of consumer:

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

Date:

...

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

12.5.4. Opening further packaging other than hygienic packaging does not foreclose exercising the right of withdrawal. Regarding products other than goods with hygienic packaging, opened packaging and usage of product related to diagnosing its character and functioning do not foreclose exercising the right to desist.

12.5.5. Returning products must be organized and covered by User. The product can also be returned in person, after making a prior appointment with customer service. If the Supplier also sells the goods in the business premises, and the consumer exercises his/her right of withdrawal in person at the Supplier business premises, he/she is entitled to return the goods to the Supplier at the same time.

12.5.6. In case of withdrawal, Supplier must refund the price of product and cost of delivery to User.

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

- products delivered in closed packaging , cannot be returned after being opened because of health or sanitary conditions,
- in case of non-pre-manufactured products that has been produced based on User's specific demands and requests, or has been explicitly customized to User's needs,
- furthermore, in cases of purchasing sound and picture recordings in closed packaging, or a copy of computer software, if User has opened packaging after handover (before

opening packaging, the right of withdrawal can be exercised).

## 12.6. Legal effects of withdrawal

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

12.6.2. If the User ordered several products and they were sent to him/her by the Supplier at the same time or separately, but against a lump-sum delivery cost, and the User does not exercise his/her right of withdrawal without justification for all products, in that case the delivery cost will be refunded as follows:

- if the cost of shipping all products in the specific case is the same as the shipping cost that the User would have paid if he/she only ordered the product(s) affected by the cancellation, then the full amount of the shipping cost shall be refunded;
- if the cost of delivery would have been lower only in the case of ordering the product(s) affected by the cancellation, then only this smaller amount must be refunded to the User as compensation for the cost of delivery.

12.6.3. User must return or hand over the product without any unreasonable delay to Supplier, but within 30 days after the arrival of their withdrawal declaration. Deadline is considered to be kept if they send product before the 30-day deadline is over. User bears the direct cost of returning the product.

12.6.4. User can only be taken responsible for devaluation of product if usage has exceeded the level of reasonable use in order to diagnose the character, qualities and functioning of product. This regulation can only be applied to products other than goods with sanitary packaging.

## 12.7. Resizing Service

12.7.1. In case of any problems with the size of the product User can ask for changing the it.

12.7.2. User has to notice Provider about his/her need for Resizing Service within 30 working days after handing over the product.

12.7.3. In case of asking for Resizing Service, Provider takes responsibility for organizing the return of the not fitting product and the delivery of the right-sized product from and to User.

12.7.4. Provider takes responsible for any delivery costs in connection with returning and delivering the wrong-sized product. Provider organizing the delivery in connection with

the exchange.

12.7.5. User is able to ask for Resizing Service only in case of having a Hungarian delivery address.

12.7.6. Provider agrees to carry out the exchange of product only if the asked sized, typed and coloured product is available.

12.7.7. Resizing Service is not an obligation of Provider, therefore additional conditions can be determined solely through specific consultations.

### **13. Exclusion of liability**

13.1. Supplier is not bound by contracting commitment grounded in law. It makes decisions freely about accepting or refusing Users' orders. Supplier does not take responsibility for any damage arising from these.

13.2. Supplier does not guarantee that User can use products for any kind of purposes which had not been consulted with Supplier before the conclusion of the contract or Supplier did not confirm its applicability during consultations. The guideline given in the description of product and the user's manual is only a normative. However, Supplier cannot take responsible for any deviance resulting from concrete circumstances of usage.

13.3. Supplier does not take any responsibility for direct and indirect damages resulting from malicious use of the website or inaccessibility of internet service provider. Supplier cannot be held responsible for technical disturbances, for example power or computer network failure. Considering the fact that the Internet is an open, unsafe network, Supplier is not liable for damages caused by consummation, delayed arrival or other faults of messages and orders that have been sent in an electronic form.

13.4. Supplier may abolish the possibility to use the website for all Users at any time without any explanation by finishing the operation of website. In such cases it fulfills valid and accepted orders and other requests of Users, however, it is not liable for other possible consequences.

13.5. If User has provided data of order erroneously and/or not precisely, Supplier is not liable for delays or other problems, faults and damages as result of these.

13.6. Contents downloaded by following external references on the website are not influenced by Supplier. Based on authorized party's request, Supplier deletes or modifies links. Supplier does not take any responsibility for contents appearing after using such link or downloading any contents.

### **14. Other regulations**

14.1. Supplier reserves the right concerning legal protection related to contents found at

website and regulations about using website, enforcement and change of regulations in case of Users who have not ordered anything but are browsing website. Rules and declaration about this can be found continually at website in Legal Declaration, in present TC and further informative documents.

14.2. Contractual partners declare that they act based on the requirements of good-will and fairness in co-operation while exercising their rights and fulfilling their requirements sequence to present contractual conditions.

## **15. Data processing and data protection**

Information about Supplier's processing activities can be found in "Privacy Policy" and "Cookies Policy".

## **16. Modifying contractual conditions**

16.1. Supplier reserves the right to modify contractual conditions unilaterally without any prior notice and notification.

16.2. Contractual conditions that applies to contracts based on individual orders are always attached to the contract's final reconfirmation - that creates the contract itself.

## **17. Normative law, legal disputes**

17.1. In questions not settled in present contract these provisions of Hungarian and Community legislation and regulations are normative:

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

In addition, these Hungarian regulations:

- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény)
- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),
- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),
- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),
- Government Regulation No 373/2021. (VI.30.) laying down detailed arrangements on contracts related to business-to customer transactions as well as to digital content

service and to provision of digital services (a fogyasztó és vállalkozás közötti, az áruk adásvételére, valamint a digitális tartalom szolgáltatására és digitális szolgáltatások nyújtására irányuló szerződések részletes szabályairól szóló 373/2021. (VI. 30.) Korm. rendelet,

- Act XLVIII of 2008 on Basic Conditions and Certain Limitations of Economic Advertising Activities (a gazdasági reklámtevékenység alapvető feltételeiről és egyes korlátairól szóló 2008. évi XLVIII. törvény),

- Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény),

- Decree No. 19/2014 (29th IV) by the Ministry for National Economy on Regulations Concerning the Process of Handling Warranty and Indemnity Claims Related to Products Sold by Businesses to Consumers Based on a Contract (a fogyasztó és vállalkozás közötti szerződés keretében eladott dolgokra vonatkozó szavatossági és jótállási igények intézésének eljárási szabályairól szóló 19/2014. (IV. 29.) NGM rendelet),

- Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices (a fogyasztókkal szembeni tisztességtelen kereskedelmi gyakorlat tilalmáról szóló 2008. évi XLVII. törvény).

## **18. Complaint, prosecution of law**

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

### **Goal Hungary Ltd.**

Postal address: 36 Küküllő Street, Helvécia 6034 Hungary (Magyarország, 6034 Helvécia, Küküllő u. 36.)

Telephone number: +36 70 386 25 08

E-mail: info@totallsport.com

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

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

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



Supplier shall properly justify if the complaint is refused.

The report of the complaint shall consist the followings:

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

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

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

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

## 18.2. Possibility of turning to a conciliator

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

The conciliation board of the consumer's place of residence or place of stay is responsible for the procedure.

Competence of conciliation boards:

Jurisdiction of Budapest Conciliation Board:  
Budapest;

Jurisdiction of Baranya County Conciliation Board:  
Baranya County, Somogy County, Tolna County;

Jurisdiction of Borsod-Abaúj-Zemplén County Conciliation Board:

Borsod-Abaúj-Zemplén County, Heves County, Nógrád County;

Jurisdiction of Csongrád-Csanád County Conciliation Board:  
Békés County, Bács-Kiskun County, Csongrád-Csanád County;

Jurisdiction of Fejér County Conciliation Board:  
Fejér County, Komárom-Esztergom County, Veszprém County;

Jurisdiction of Győr-Moson-Sopron County Conciliation Board:  
Győr-Moson-Sopron County, Vas County, Zala County;

Jurisdiction of Hajdú-Bihar County Conciliation Board:  
Jász-Nagykun-Szolnok County, Hajdú-Bihar County, Szabolcs-Szatmár-Bereg County;

Jurisdiction of Pest County Conciliation Board:  
Pest County.

The contact details of the conciliation boards can be found at <https://www.bekeltetes.hu/index.php?id=testuletek>.

In the absence of the Consumer's place of residence and place of stay in Hungary, the conciliation board competent according to the Supplier's registered office is competent:

**Csongrád-Csanád Vármegyei Békéltető Testület**  
(Csongrád-Csanád County Conciliation Board)

Address: 6721 Szeged, Párizsi krt. 8-12. (8-12, Párizsi Blvd., Szeged, 6721, Hungary)

Telephone: +36 62 554 250/118

E-mail: [bekelteto.testulet@csmkik.hu](mailto:bekelteto.testulet@csmkik.hu)

Website: <https://www.bekeltetes-csongrad.hu/>

Based on the consumer's request, the conciliation board specified in the consumer's request is responsible for the procedure instead of the competent board as described above.

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

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

The conciliation board provides a personal hearing for consumers once a week, if necessary, in the municipality cities located in its area of jurisdiction, upon the consumer's request. In his/her request, the consumer may indicate a different conciliation body than the above.

The conciliation board - if the consumer does not separately request a personal hearing - will hold the hearing in online form without personal presence, by means of an electronic device that provides simultaneous audio and video transmission.

If the consumer requests so, the conciliation board will hold a personal hearing.

In the online hearing, the representative of the company authorized to create a settlement must participate online. If the consumer requests a personal hearing, the company's representative who is authorized to create a settlement must at least participate in the hearing online.

In the case of a decision containing an obligation, the cost of the procedure shall be paid by the company on whose account the conciliation board decided the case. If the consumer's request is rejected, the parties bear their own costs.

The conciliation board is a professionally independent body operated by the designated county (capital) chambers of commerce and industry. They are competent to deal with consumers' legal disputes as described above out of court: they try to reach agreements, and if this is unsuccessful, make a decision in order to provide enforcement of consumer rights in an easy, effective and cost-saving way.

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

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

### **Online device of the European Commission to sort out disputes**

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

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

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

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

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

**Bács-Kiskun Vármegyei Kormányhivatal**  
**Közlekedési, Műszaki Engedélyezési és Fogyasztóvédelmi Főosztály**  
**Fogyasztóvédelmi Osztály**

**(Government Office for Bács-Kiskun County, Major Department of Vehicular and Consumer Protection, Department of Consumer Protection)**

Address: 6000 Kecskemét, Szent István krt. 19/A. (19/A Szent István Blvd. Kecskemét 6000)

Postal address: 6000 Kecskemét, Szent István krt. 19/A.(19/A Szent István Blvd. Kecskemét 6000)

Telephone: +36 76 795 710

Fax: +36 76 795 721

E-mail: [fogyasztovedelem@bacs.gov.hu](mailto:fogyasztovedelem@bacs.gov.hu)

Website: <https://kormanyhivatalok.hu/kormanyhivatalok/bacs-kiskun/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

#### 18.5. Law enforcement before the court

Contractual partners mutually co-operate in order to settle possible affairs out of court in the shortest time and cheapest possible way. If this does not reach a satisfactory solution, User may bring his/her complaint to his/her district court or General Court of residence or to Kecskemét District Court (Kecskeméti Járásbíróság) or Kecskemét Regional Court (Kecskeméti Törvényszék) as of Supplier's residence in the line with the value of the Subject-matter.

#### 18.6. Representative action

Organizations authorized to do so may initiate representative actions against businesses that violate EU and Hungarian consumer protection law. Organizations can ask the court to stop or prohibit illegal behaviour affecting consumers, remedy the violation, compensate, repair or even reduce the price.

The consumer directly cannot start and generally cannot initiate a representative action directly by reporting it. An exception to this is the public prosecutor's office, to whom you can submit a request, in which you can initiate that the public prosecutor's office consider filing a representative action. Tasks related to consumer protection are carried out by the General Prosecutor's Offices, whose contact details can be found here: <http://ugyeszseg.hu/ugyeszsegek/fogyeszsegek/>

The representative action is initiated by the public interest prosecutor, but it can be initiated by anyone at the prosecutor's office. The initiative is free for all consumers. The public prosecutor decides on the filing of a representative action and goes to court if the legal requirements are met. The representative action is initiated by the prosecutor not in the interest of the individual consumer (reporter), but in the interest of all persons who are or may be affected by the infringement. Consumer interests are represented in court by the public interest prosecutor, consumers are not personally involved in the lawsuit, so there is no need to arrange for legal representation, and they are not charged legal fees.

The other authorized organizations become aware of activities infringing consumer interests ex officio, through consumer reports received by them, as well as through official inspections, against which they can also initiate a representative action based on a decision made within their own competence.

The list of authorized organizations entitled to initiate representative actions is published

on the website of the minister responsible for consumer protection. The list of authorized organizations is available by clicking [here](#).

#### 18.7. Supervision concerning data management

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

#### **Nemzeti Adatvédelmi és Információszabadság Hatóság**

(National Authority for Data Protection and Freedom of Information)

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

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

Telephone: +36 1 391 1400

Fax: +36 1 391 1410

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

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

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

Download/print the document: [HERE](#)

2024.10.01.

Goal Hungary Kft.