

General Terms and Conditions

1. Operator of the website

The website at <https://embrighter.com/> Internet address is operated by

BRODEX Hímző és Hímzőgép Programkészítő Kereskedelmi és Szolgáltató Betéti Társaság
(BRODEX Embroidery and Embroidery Machine Design Digitizing Commercial and Service Limited Partnership)

Short name: BRODEX Bt. (BRODEX LP)

Registration number: 08-06-008294 - Registry Court of Győr (Győri Törvényszék Cégbírósága)

Tax number: 20339762-2-08

Headquarters: 129 Dózsa György Quay, Győr 9026, Hungary (Magyarország, 9026 Győr, Dózsa György rakpart 129.)

Place of business: 129 Dózsa György Quay, Győr 9026, Hungary (Magyarország, 9026 Győr, Dózsa György rakpart 129.)

Telephone: +36 30 4966 933

E-mail address: info@embrighter.com

(Service Provider hereafter).

Service Provider's bank account data:

Name of bank: OBERBANK Ag

Cash flow indicator number: 18400010-10000504-11249586

IBAN: HU89 1840 0010 1000 0504 1124 9586

Swift code: OBKLHUHB

Service provider's commercial activity was registered by:

Under being registered

Chamber registration number:

GY20339762 - Chamber of Trade and Industry of Győr-Moson-Sopron County (Győr-Moson-Sopron Megyei Kereskedelmi és Iparkamara)

2. Customer service

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

2.1. Telephone:

Telephone number: +36 30 4966 933 - it is **not** a premium rate telephone number!
Available on working days from 9 am to 5 pm. (Central European Time)

2.2. E-mail:

E-mail address: info@embrighter.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 Service Provider and offers its services from Hungary. Consequently, Hungarian and European law applies Service Provider 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),

- Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices,

- 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).

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

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

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

4. Scope and subject of general terms and conditions

4.1. Present contracting terms and conditions are applied to services of the web page, usage of the web page, selling embroidery designs that can be ordered at the web page (embroidery designs hereafter).

Embroidery designs that are purchased under a contract based on present General Terms and Conditions can only be used for own purposes, as for presents, can serve charity purposes or for retail sales to make unique embroidery.

As regards wholesale cuts or selling them in a large quantity can only happen under a contract which is based on further consultations. Such needs shall be indicated via e-mail which can be sent to info@embrighter.com e-mail address.

4.2. Contracting parties:

4.2.1. Service Provider defined above as operator of the website and seller of embroidery designs.

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

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

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

5.1. User can obtain the main characteristics of embroidery designs that can be ordered before sending orders at the web page where these characteristics are described.

5.2. Service Provider distributes only embroidery machine programmes thus there is no possibility of ordering any other products or services.

5.3. 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.

5.4. 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. Service Provider 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 Service Provider does not file it and is later not available in a written form.

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

5.8. Before sending an order User get information about the methods for having access to embroidery designs through the steps of ordering and also about the possible payment methods.

5.9. The purchased embroidery design simply has to be uploaded to the embroidery and it can be used. User gets the necessary information about it with the downloading link of the embroidery design.

5.10. 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. Registering at the web page is a condition of placing an order.

6.3. Registration can happen by clicking on the icon which has the shape of a schematic human-figure then click on button "Register". After that User needs to fill up the data sheet that appears and put a tick into the square in front of data management statement,

finally click on button "CREATE".

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

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

6.6. Cancellation done by Service Provider for the above reasons does not affect orders that have already been fulfilled by any of the parties. Cancellation for the same reasons, in case Service Provider 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 Service provider does not fulfill the order for the above reasons, but User has already paid, Service Provider pays the money back to User. If User has caused damage to Service Provider through its behaviour - which was the reason of cancellation, Service provider has the right to withhold the sum that covers the damage from the refund.

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

6.8. 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.

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

7. Defining the price of purchase

7.1. User can get information about current prices of an embroidery design at the pages of the website where the details of an embroidery design is shown.

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

7.3. Consumer prices are expressed in United States dollars (USD).

7.4 Prices indicated in confirmation of orders are gross consumer prices, just like any other costs, they include VAT and any other possible costs.

7.5. Service Provider reserves the right to change the prices of contents on its web page. Modification of prices does not affect prices of already ordered contents in case accepting the order has already been confirmed by Service provider via e-mail.

7.6. In case an incorrect price is added to an embroidery design because of an obvious mistake for everyone (e.g. '0' or '1' USD or there is a price which has a different price category in order of magnitude which also seems as an obvious mistake for everyone, e.g. there is 10 USD instead of 100 USD) Service Provider is not obliged to purchase the embroidery design for the incorrect price therefore no contract is concluded to the embroidery design which was sold for the incorrect price. Service Provider may offer to sell the embroidery design at the correct price and User concerned to the given transaction can order the embroidery design for the correct price by giving a new order, User can obtain the legal right of using the embroidery design based on present Terms and Conditions.

8. Methods and steps of placing an order, contracting

8.1. Choosing the embroidery design

8.1.1. User can obtain the main characteristics of an embroidery design at the web pages where these characteristics are described.

8.1.2. There is no advancement of sponsored products or display of paid advertisements in the search list that appears as a result of searching on the website.

8.1.3. Sending an order can be launched by clicking on the button "ADD TO CART" which can be found on the page of the required embroidery design.

8.1.4. In case Uses wishes to order more than one content, use the above describe method to put more embroidery designs into the cart.

8.1.5. In case there may be any questions about the embroidery design before placing an order, User shall feel free to call Service Provider's costumer service (contacts can be found above under the headline 'Customer service'). User gets the necessary information about te purchased embroidery design with the downloading link of the embroidery design.

8.2. Placing and reconfirmation of orders, contracting

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

8.2.2. Registering at the web page is a condition of placing an order.

8.2.3. After choosing and placing the necessary embroidery designs into the chart User can view the content of the chart by clicking on the button of a shopping bag at the header of the web page.

8.2.4. User can take out any of the unnecessary embroidery designs from the chart by clicking on the button of a recycling bin at the page of the chart.

8.2.5. After login click on button 'PRECEED TO CHECKOUT' and give your e-mail address and billing data. In case User is not registered, click on button 'CREATE AN

ACCOUNT' because registration is necessary for placing an order.

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. The overall gross customer price of the whole order and any other additional costs can be seen under the menu 'information'. It contains the overall price customer needs to pay.

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

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

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

8.2.8. User can send a valid order after checking the data of the order, correcting any mistakes, ticking 'Declaration of accepting Terms and Conditions' and clicking on the button of 'Continue to payment'. After doing so, Service Provider will redirect to the page of the online payment service provider where User can pay.

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

8.2.10. Service Provider makes the downloading link of the purchased embroidery design available for User right after the successful online payment on the page that appears after payment and also in an automatically sent e-mail. Service Provider sends the e-mail to the e-mail address which was given by User during registration.

The e-mail message contains the total amount of the payment in case of online payment. In case this acknowledgement is not received within 48 hours after sending the order, User is absolved of the obligation of binding. Acknowledgement shall be deemed to have been received when it becomes accessible for User (that is when it arrives at User's e-mail account).

8.2.11. The contract about purchasing an embroidery design arises from the fact that the e-mail message mentioned at the previous Point arrives to User.

8.2.12. Service Provider draws User's attention to the necessity of checking the content of the acknowledgement. In case its content differs from the content of the order and User does not complain about the differ within 24 hours after receiving the acknowledgement then the content of the acknowledgement is applicable to the contract (not included the provisions involved incorrect prices). After complaining about the difference between the content of the order and the content of the acknowledgement,

Service Provider investigate the issue and corrects the order in justified cases.

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

9. Follow-up correction of orders

After placing an order User has no option to change his/her order as in case of downloadable embroidery designs Service Provider gives access to the ordered embroidery design(s) right after payment, with which the contract is fulfilled by Service Provider.

10. Terms of payment

10.1. Possible forms of payment:

10.1.1. 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 Stripe Payments Europe Ltd. By drawing on the service, User can pay by bank card or a Stripe account.

Paying by debit card, User provides data of debit card used for purchase directly and exclusively to Stripe Payments Europe Ltd., C/O A&L Goodbody, IFSC, North Wall Quay, Dublin 1., Ireland as they have been redirected to the website of Stripe. Stripe does not share debit card data with Service Provider.

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. In case Service Provider cannot accomplish the order because of reasons within its own circle of interest, it refunds the total price of content fee to User within 14 days after occur of hindrance.

11. Period of performance

11.1. User is ensured to download the purchased embroidery design by Service Provider at a web page that appears right after the successful online payment. Registered User can also download the purchased embroidery design after login and click on the button of the schematic human shaped icon. After this, click on button 'My Downloads' and

activate the link that appears. Service Provider fulfills the contract by providing the above described accesses. Besides this Service Provider also sends User the link that makes downloading possible via e-mail.

11.2. If Service Provider cannot accomplish orders keeping the deadlines as described above, it informs User about performance hindrance immediately after it occurs.

12. Further regulations on downloaded embroidery designs

12.1. User can download the purchased embroidery design by following the instructions of the manual sent in the e-mail message which contains the download link after having successfully ordered and paid the embroidery design.

12.2. The downloading link will be available with the acknowledgement of the order without any time limitation.

12.3. Files can be downloaded in 'zip' format. To extract a zip file it is necessary to open the zip file and to place it to the desired access point. It is necessary to extract the zip file for using the embroidery design successfully.

12.4. The technical sheet, which contains the color changing sheet, can be downloaded together with the embroidery design. The color numbers that can be used for embroidery are indicated in the color changing sheet.

12.5. Some embroidery designs contain the color numbers that are necessary for embroidery, in such case the embroidery indicates them. It is the User's responsibility the check before starting embroidery if the numbers in the color changing sheet and the numbers in the embroidery design are the same or not. In case they are not the same, the numbers indicated in the color changing sheet are applicable.

12.6. Service Provider does not apply any kind of codes or other possible technical solutions to restrict downloading the purchased embroidery design.

12.7. User must have an embroidery that is suitable for running the embroidery design and making embroidery otherwise User will not be able to use the embroidery designs purchased at the web page.

12.8. The downloadable embroidery designs can be downloaded in the format indicated at the data sheet of the embroidery design.

12.9. Embroidery designs are advised to use in the size given at the data page of the embroidery design as using a different size can cause that their quality may deteriorate.

12.10. User can obtain an optimal performance from the embroidery design only if it is used in its original, downloaded format, in case of modifying or editing it or opening it through an editing software can cause that its quality may deteriorate.

12.11. A It is recommended to use 40s machine embroidery thread during using an

embroidery design that can be purchased at the web shop, in case there is no other recommended embroidery thread size.

12.12. Service Provider does not take responsibility for any faults or damages happen during embroidery as apart from the embroidery design the quality of the embroidery may be affected by the settings of the embroidery, the selected hoop, the raw material to be embroidered, the stabilizer that goes with it, the quality of the embroidery thread and the bobbin thread and the usage of the optimal embroidery needle. Due to the above User is advised to do a trial embroidery before the final embroidery.

12.13. In case User modifies or edit the purchased embroidery design, the same conditions must be applied to the modified or edited embroidery designs as for the original embroidery designs. Editing or modifying the purchased embroidery design does not result in that the embroidery design becomes the User's own intellectual property. User can use the embroidery design to the extent appropriate to the entitlement that was acquired when User purchased the original embroidery design.

12.14. User must take care of downloading and saving the purchased embroidery design after online payment. Service Provider takes no responsibility for defective downloading of the purchased embroidery design.

12.15. By purchasing an embroidery design User gets permissions to the followings. User:

12.15.1. can download the purchased embroidery design only to his/her own device,

12.15.2. cannot give or make available the purchased embroidery design to anybody in any forms,

12.15.3. cannot use the purchased embroidery design for educational purposes in any forms,

12.15.4. cannot disclose the purchased embroidery design to the public for any purpose,

12.15.5. can only be used for own purposes, as for presents, can serve charity purposes or for retail sales to make unique embroidery.

12.15.6. As regards wholesale cuts or selling them in a large quantity can only happen under a contract which is based on further consultations. Such needs shall be indicated via e-mail which can be sent to info@embrighter.com e-mail address.

13. Defective performance, warranty, indemnity, right of withdrawal/termination

13.1. Defective performance

13.1.1. Service provider performs defective if any digital content or digital services do not match quality standards of the time of contracting or as it is stated in law.

13.1.2. Service Provider does not perform defectively if User had knowledge about the fault at the time of contracting, or should have known about the fault at the time of contracting.

13.1.3. Service Provider performs defectively when the fault of digital content service or digital service provision comes from inefficient integration to User as a consumer's digital environment, to the extent that

- The integration of digital content or digital service was done by Service Provider or it was done under Service Provider's direct responsibility; or
- the digital content or digital service has to be integrated by User and the inefficient integration has been caused by shortcomings of the integrating commands given by Service Provider.

13.1.4. In the case of a User as a consumer purchase,

- in case the contract provides for a single service or for series of specific service actions, Service Provider has to take responsibility for defects - including security updates as well as updates that are necessary for keeping up the conformity with the contract -, which exist at the date of settlement in case of digital content service and digital service provision;
- in case the contract provides for a continuous service of digital content or a digital service for a mandatory length of time, Service Provider takes responsibility for defects of digital content or digital services when the defect happens or become identified during the period of time defined by the contract.

13.1.5. In the case of a User as a consumer purchase, if the contract provides for a single service or for series of specific service actions, unless proved otherwise, any lack of conformity which becomes apparent within one year of settlement shall be presumed to have existed at the time of the settlement.

13.1.6. In the case of a User as a consumer purchase, if the contract provides for a continuous service of digital content or a digital service for a mandatory length of time, the burden of proof falls on Service Provider that the defected service identified during the time period of the contract was provided in accordance with the contract during the time period of it.

13.1.7. Detective performance cannot be identified if the User as a consumer was informed by separate note at the time of the conclusion of the contract that some specific properties of the digital content or digital services are different from the requirements of a contractual performance or from the requirements of updating procedures that are necessary for maintaining contractual performance and User accepted this difference separately and expressly at the time of the conclusion of the contract.

13.1.8. Detective performance cannot be identified if Service Provider proves that User as a customer's digital environment is not compatible with the technical requirements of the digital content or digital service and User was notified clearly and in an accessible manner about it before the conclusion of the contract.

13.1.9. User as a consumer is obliged to cooperate with Service Provider that Service Provider could make sure whether the cause of defective performance is caused by

User's digital environment or not - by using technically available equipment which cause the smallest possible impact on User.

13.1.10. In case User as a consumer does not fulfill cooperative obligations described above after having been informed about this obligations before the time of the conclusion of the contract clearly and in an easily understandable manner, it is for the User to prove that

- in case of a contract contract provides for a single service or for series of specific service actions, the defect which was identified within one year from the date of settlement, existed at the date of settlement, or
- in case the contract provides for a continuous service of digital content or a digital service for a mandatory length of time, the service - which was affected by the defect during the time period of the contract - was not performed contractually during the time period of the contract.

13.2. Liability for defects

13.2.1. User can initiate a demand of liability for defects against Service Provider, 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.).

13.2.2. 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 Service Provider compared to other demands. User as a consumer, during determining a disproportionately high cost Service Provider shall take into account every circumstances, including the value of the service in case of faultless condition and the extent of termination of contract. In case Service Provider has not agreed to repair or replace the product or Service Provider is unable to fulfill 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 Service Provider 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 Service Provider or can have the product repaired by someone else or can cancel the contract.

13.2.3. During the time of exercising the right of Implied warranty for repair or replacement, depending the technical characteristics of the digital content or digital service, Service Provider can choose the way of making the digital content or digital service contractually.

13.2.4. During User as a consumer exercising his/her right of Implied warranty for repair or replacement, Service Provider is obliged to make the performance contractually with free of charge within reasonable time of User's communication about the defect - without causing significant inconvenience to consumer, in view of the purpose and character of

digital content or digital services. Reasonable time has to be calculated from the time when User communicated the failure to Service Provider.

13.2.5. User as consumer has the right to request proportional reduction of the price - corresponding to the weight of the breach of the contract or terminating the contract of digital content service or digital service provision in case

- repair or replacement is impossible or would cause disproportionate extra costs for Service Provider;

- Service Provider did not fulfill the obligation of making the settlement contractual without any extra charge and within reasonable time following of that communication - without causing significant inconvenience to consumer, in view of the purpose and character of digital content or digital services;

- repeated failure happened despite of the fact that Service Provider had attempted to make the fulfillment contractual;

- the failure of fulfillment is so severe that it fully justifies an immediate discount or the immediate termination of the contract; or

- Service Provider has not agreed to make the service contractual or it is obvious from the circumstances that Service Provider will not be able to undertake its contractual obligation within a reasonable time period or without causing significant conflict of interest for User.

13.2.6. 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 service actually provided for User.

13.2.7. In case the contract provides for a continuous service of digital content or a digital service for a mandatory length of time, proportional reduction of the price should cover the duration when the service was not contractually.

13.2.8. In the case of a User as a consumer purchase User's right of terminating the contract out of Implied warranty can be exercise with a statement a statement addressed to Service Provider about expressing his/her decision of terminating the contract.

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

13.2.10. 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 Service Provider does not fulfill its obligations in connection with contractual fulfillment and defective performance.

13.2.11. 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 Service Provider has given a reason for it.

13.2.12. User considered as Consumer must communicate faults immediately after noticing them, or within no more than two months. In case of contracts between Consumer and business, faults which are communicated within two months after being

discovered, must be considered as faults communicated without delay. Entitled person is responsible for any damages that was caused by any delay in notice. At the same time, Service Provider draws User's attention to the fact that User can not realize their right to liability for defects after two years of fulfilling contract.

13.2.13. Costs in connection with fulfilling warranty obligations have to be paid by Service Provider.

13.2.14. In case Service Provider fails to fulfill its obligation to provide service without unjustifiable delay and in the freshest possible version, User as a consumer obliged to draw the attention of Service Provider to fulfill its obligations. In case Service Provider fails to fulfill serving or providing digital content or digital services without delay or within the additional time for performance accepted by the parties despite of being communicated, User has the right to terminate the contract.

13.2.15. User as a consumer may terminate the contract without drawing Service Provider's attention to fulfill its obligations in case

- Service Provider has not agreed to provide digital content or digital service or it is obvious from the circumstances that Service Provider will not provide digital content or digital service; or
- it is obviously seen from the agreement of the parties or from the the circumstances prevailing during the conclusion of the contract that fulfilling the obligations in the time laid down in the contract is indispensable for User and Service Provider fails to fulfill it.

13.3. Guarantee

Service Provider does not distribute any product that is laid in any regulations of compulsory guarantee, furthermore Service Provider does not incur any voluntary guarantee.

13.4. Right of withdrawal

13.4.1. User cannot benefit from the right of withdrawal in case of downloaded embroidery designs as they are part of digital contents which are not supplied on a tangible medium when Service Provider starts fulfillment with the prior consent of User and in the same time of this consent User declared that User acknowledged the fact that He/She would lose the right of withdrawal after starting fulfillment.

13.4.2. In case of online accessible embroidery designs fulfillment starts when the download link is sent to the e-mail account given during sending orders, and also when it appears on the web page that is shown after fulfilling payment, therefore becoming available for Users - furthermore by doing so contract is considered to be fulfilled by Service Provider.

13.5. Refund

13.5.1. Service Provider undertakes to refund the money in case User purchased the same embroidery design several times by mistake.

13.5.2. In case User purchased the same embroidery design several times by mistake, User can indicate User's need within 30 days counting from the time of purchasing. In justified cases Service Provider will refund the purchase price of the bought same embroidery design(s) which is over the price of one embroidery design within 30 days. Service Provider is not obliged to fulfill any similar needs after 30 days of the day of the purchase.

14. Exclusion of liability

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

14.2. Service Provider does not guarantee that User can use products for any kind of purposes which had not been consulted with Service Provider before the conclusion of the contract or Service Provider 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, Service Provider cannot take responsibility for any deviance resulting from concrete circumstances of usage.

14.3. Service Provider does not take any responsibility for direct and indirect damages resulting from malicious use of the website or inaccessibility of Internet service provider. Service Provider 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, Service Provider 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.

14.4. Service Provider 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.

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

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

15. Other regulations

15.1. Service Provider 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.

15.2. 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

16. Data processing and data protection

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

17. Modifying contractual conditions

17.1. Service Provider reserves the right to modify contractual conditions unilaterally without any prior notice and notification.

17.2. Contractual conditions that applies to contracts based on individual orders are always attached to the acknowledgement- that creates the contract itself.

18. The applicable legislation

18.1. 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, 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),
- Of Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices,
- 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).

19. Complaint, prosecution of law, supervision of Service Provider

19.1. Complaint

19.1.1. User may complain to Service Provider in letter, on the phone and in an e-mail about problems with Service Provider'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:

BRODEX Bt. (BRODEX LP)

Address: 129 Dózsa György Quay Győr 9026, Hungary (Magyarország, 9026 Győr, Dózsa György rakpart 129.)

E-mail address: info@embrigher.com

Service Provider examines oral complaints immediately, if necessary, acts at once. Should this not be possible or User does not agree, and written complaints are replied to within thirty days in written form.

In case User does not agree with Service Provider's acts or it is not possible to investigate the complaint immediately, Service Provider is obliged to make a report without delay about the complaint and also about Service Provider'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, Service Provider shall send it attached to the written response.

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

Service Provider 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,
- Service Provider'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, Service Provider 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 and Service Provider cannot reach a settlement, User can turn to the following authorities.

19.1.2. Possibility of turning to a conciliator

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

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

In international legal disputes between consumers and merchandisers related to online sale and purchase or service contracts, Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry) are entitled to act in Hungary. Channels to Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry) can be found at the site <https://bekeltet.bkik.hu/> or can be read here:

Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület
(Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry)

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

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

Telephone: +36 1 488 2131

E-mail: bekelteto.testulet@bkik.hu

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

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

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

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

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

Győr-Moson-Sopron Megyei Kereskedelmi és Iparkamara által működtetett Békéltető Testület
(Conciliator Body operated by Győr-Moson-Sopron County Chamber of Commerce and Industry)

Address: 10/A Szent István Street, Győr 9021, Hungary (Magyarország, 9021 Győr, Szent István Street 10/A.)

Telephone: +36 96 520 217

E-mail: bekeltetotestulet@gymskik.hu

Website: <https://gymsmkik.hu/bekelteto>

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

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

19.2. 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, Users may bring their complaint to their district court of residence or to Győr County Court Győri Járásbíróság (Provincial Council of Győr) as of Service Provider's residence.

19.2.1. If User lives in the European Union, they may draw on the online device of the European Commission to sort out disputes regarding contents bought in 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.

19.2.2. 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 Service Provider (its members, employees), quality of services and application of regulations about responsibility. The website <https://www.kormanyhivatal.hu/hu/elerhetosegek> gives information about channels to the competent government agency for each district.

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

Győr-Moson-Sopron Megyei Kormányhivatal Műszaki Engedélyezési, Fogyasztóvédelmi és Foglalkoztatási Főosztály Fogyasztóvédelmi Osztály

(Government Agency of Győr-Moson-Sopron County
Technical Licensing, Consumer Protection and Employment Department,
Department of Consumer Protection)

Address: 7 Türr István Street, Győr 9022, Hungary (Magyarország, 9022 Győr, Türr István u. 7.)

Postal address: 7 Türr István Street, Győr 9022, Hungary (Magyarország, 9022 Győr, Türr István u. 7.)

Telephone: +36 96 795 951

E-mail: fogyasztovedelem@gyor.gov.hu

Website:

<http://www.kormanyhivatal.hu/hu/gyor-moson-sopron/jarasok/gyori-jarasi-hivatal-muszaki-engedelyezesi-fogyasztovedelmi-es-foglalkoztatasi-foosztaly-fogyasztovedelmi-osztaly>

19.3. Supervision

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

Nemzeti Adatvédelmi és Információszabadság Hatóság

(National Authority for Data Protection and Freedom of Information)

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

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

Telephone: +36 1 391 1400

Fax: +36 1 391 1410

E-mail: ugyfelszolgalat@naih.hu

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

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

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

2024.03.30.

BRODEX Bt.