**TERMS AND CONDITIONS (GTC)**

 **www.ormansagiolajok.hu**

 **effective from 10 February 2021**

 **contents**

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Consumer information:

* [Right of withdrawal](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=https://www.microhmalkatresz.hu/shop_help.php%23ft5#ft5)
* [Warranty rights](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=https://www.microhmalkatresz.hu/shop_help.php%23ft4#ft4)

**GENERAL INFORMATION**

Dear Visitor! Welcome to our site! Thank you for purchasing from us

respect me with confidence!

Please read this document carefully before finalizing your order,

because by finalizing your order, you accept the content of these GTC!

If these Terms and Conditions, your use of the Website, individual products,

if you have any questions about the purchase process or if you would like an unique need

to discuss with us, please contact our staff at the specified contact information!

**Details of the Service Provider (Seller, Company)**

Name: Olajuto Social Cooperative

Headquarters: 7841 Kisszentmárton Kossuth utca 10

Mailing address: 7841 Kisszentmárton Kossuth utca 10

Address of the shop, collection point: 7841 Kisszentmárton Kossuth utca 43

Registering authority: Baranya County Registry Court

Company registration number: 02-02-060216

Tax number: 14602227-2-02

Representative: József Spilák

Phone number: + 36-20 / 539-58-71

E-mail: info@ormansagiolajok.hu

Website: www.ormansagiolajok.hu

Bank account number: 50700145-11036801-00000000

Hosting provider information

Name:

Headquarters:

Availability:

**Concepts**

Parties: Seller and Buyer jointly

Consumer: acting outside the scope of his profession, self-employment or business

natural person

Consumer contract: a contract in which one of the subjects qualifies as a consumer

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

Contract: Between Seller and Buyer using the Website and electronic mail

contract of sale

Device for communication between absentees: a device that is suitable for

in the absence of the parties, to make a contractual statement in order to conclude a contract.

Such means shall include, in particular, the addressee or unaddressed form, the standard letter, the advertisement in a press release with an order form, catalog, telephone, fax and

internet access device

Absentee contract: a consumer contract that is covered by a contract

the parties in the context of a distance selling system organized for the provision of a product or service

without their simultaneous physical presence, in such a way that, in order to conclude the contract,

means of communication between the contracting parties only in absentia

are applied

Product: any property offered by the Website for sale on the Website

marketable movable property which is the subject of the Contract

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

Buyer / You: the person concluding the contract making a purchase offer through the Website

Warranty: In the case of contracts between a consumer and a business (hereinafter:

consumer contract) under the Civil Code,

(a) a guarantee given for the performance of the contract, which the undertaking complies with the contract

in addition to or in the absence of a legal obligation to

and

(b) a statutory guarantee

**Relevant legislation**

The provisions of Hungarian law, and in particular the following legislation, shall govern the Contract

apply to:

1997 CLV. Consumer Protection Act

CVIII of 2001 Act on Electronic Commerce Services as well as the

on certain aspects of information society services

Act V of 2013 on the Civil Code

151/2003. (IX.22.) Is mandatory for durable consumer goods

warranty

45/2014. (II.26.) Government contracts are detailed between the consumer and the business contracts

rules

19/2014 (IV.29.) NGM decree in the framework of the contract between the consumer and the business

on rules of procedure for the handling of warranty and guarantee claims in respect of goods sold

1999 LXXVI. Copyright Act

2011 CXII. Act on the Right to Information Self-Determination and Freedom of Information

REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of February 2018

28.) within the internal market on the basis of the buyer's nationality, place of residence or place of establishment

unjustified area-based content restrictions and other types of discrimination

and Regulations (EC) No 2006/2004 and (EU) 2017/2394,

and amending Directive 2009/22 / EC

(EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

27.) on the protection of individuals with regard to the processing of personal data

and on the free movement of such data and repealing Regulation (EC) No 95/46

(General Data Protection Regulation)

**Scope and acceptance of the GTC**

The content of the contract between us - the relevant binding legislation

in addition to the provisions of these Terms and Conditions (hereinafter: GTC)

define. Accordingly, these GTC apply to you and us

rights and obligations, the conditions for concluding the contract, the time limits for performance,

terms of delivery and payment, liability rules and the right of withdrawal

conditions for the exercise of that right.

The use of the Website requires technical information that is not covered by these GTC

other information available on the Website.

You must familiarize yourself with the provisions of these GTC before finalizing your order. THE

by purchasing through our webshop, you accept the provisions of these GTC, and

the GTC forms an integral part of the contract concluded between you and the Seller

**The language of the contract, the form of the contract**

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

Contracts falling within the scope of these GTC do not qualify as written contracts,

they are not filed by the Seller.

**Prices**

Prices are in HUF and include 27% VAT. Prices are for information only.

It cannot be ruled out that the Seller may change the prices for business policy reasons.

Price changes do not apply to contracts already concluded. Where Seller the price

erroneously indicated, in the case of already concluded contracts the “Erroneous price” clause of the GTC

acting of on the basis

**Complaints handling and enforcement options**

The consumer's consumer complaints about the product or the Seller's activities are

can be submitted at the following contacts:

Location of the customer service office: 7841 Kisszentmárton Kossuth u 44

Customer service opening hours:

Monday-Friday: 8 am to 4 pm Saturday: closed Sunday: closed

Phone: + 3620-5914889

Internet address: www.ormansagiolajok.hu

E-mail: info@ormansagiolajok.hu

**Entry in the customer book.**

The buyer's book is available in the Seller's store (customer service). For the posts written here the Seller will respond in writing within 30 days.

The consumer may communicate his complaint orally or in writing to the business, which shall:

to the undertaking or to a person acting in the interest of or for the benefit of the undertaking

directly related to its distribution or sale to consumers

conduct, action or omission.

The company must investigate the oral complaint immediately and remedy it if necessary.

If the consumer does not agree with the handling of the complaint or the immediate investigation of the complaint does not

possible, the undertaking shall be informed of the complaint and its position on it without delay

shall record the minutes and shall provide a personal copy thereof orally

handed over to the consumer locally in the event of a complaint. Telephone or other electronic communications

in the case of an oral complaint communicated using the service, to the consumer no later than 30 days

in accordance with the requirements for replying to a written complaint

reply at the same time. Elsewhere, with regard to the written complaint, the

shall act as follows. A written complaint from the company - if the European Union

its directly applicable act does not provide otherwise

shall, within thirty days thereafter, respond in writing and take action on the merits

communication. A shorter deadline may be established by law, a longer deadline by law.

The undertaking must give reasons for its position rejecting the complaint. By phone or electronically

an oral complaint communicated using a communications service is subject to individual duty

identification number.

The record of the complaint must include the following:

- the name and address of the consumer,

- the place, time and manner in which the complaint was lodged,

- a detailed description of the consumer's complaint, the documents presented by the consumer

and other evidence,

a statement by the business of its position on the consumer 's complaint, if

an immediate investigation of the complaint is possible,

- the person taking the minutes, and - by telephone or other electronic means of communication

with the exception of an oral complaint communicated using the service, the signature of the consumer,

- place and time of recording of the minutes,

- communicated orally by telephone or other electronic means

in the case of a complaint, the unique identification number of the complaint.

The company must keep a record of the complaint and a copy of the response for five years

and present it to the inspection authorities at their request.

If the complaint is rejected, the business shall inform the consumer in writing that:

which authority or conciliation body, depending on the nature of the complaint

you can initiate. The information shall also include the competent authority or

the seat of the conciliation body of the consumer 's place of residence or stay, telephone and

Internet access and mailing address. The information should also cover

whether the business uses a conciliator to resolve a consumer dispute

corporate procedure.

If any consumer dispute between the Seller and the consumer a

negotiations, the following enforcement options are open to the

for the consumer:

Complaints to consumer protection authorities. Where the consumer's consumer rights

is entitled to lodge a complaint with the competent consumer protection authority of the place of residence

authority. After considering the complaint, the authority decides on the consumer protection procedure

on the conduct of The consumer protection is the first instance of official duties in the consumer's place of residence

according to the competent capital and county government offices, the list of which is here

can be found at [: http://www.kormanyhivatal.hu/](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=http://www.kormanyhivatal.hu/)

Judicial proceeding. Customer is entitled to a consumer dispute claim in court

in the context of civil proceedings before the Civil Code of 2013.

Act CXXX of 2016 on the Code of Civil Procedure. provisions of law

according to.

We would like to inform you that you can file a consumer complaint against us. If your

If your consumer complaint is rejected, you are entitled to your place of residence or stay

also to the Conciliation Body competent to initiate the procedure of the Conciliation Body

provided that the consumer attempts the dispute directly with the business concerned

settlement. At the request of the consumer, the competent body shall initiate the procedure

the conciliation body indicated in the consumer's request is competent instead. The business is an obligation to cooperate in conciliation proceedings. In this context, there is

the obligation for undertakings to reply to the Conciliation Body's call,

and an obligation to appear before the conciliation body is recorded as an obligation.

obligation (“the participation of a person authorized to reach an agreement at a hearing

insurance ”).

If the registered office or place of business of the undertaking is not the territorially competent conciliator

registered in the county of the chamber operating the body, the enterprise cooperative

obligation to be able to reach a written agreement in accordance with the consumer's needs

offering.

In the event of a breach of the above obligation to cooperate, the consumer protection authority

has the power under which, as a result of a change in legislation, businesses

in the case of infringing conduct, a mandatory fine shall apply to the waiver of the fine

there is no possibility. In addition to the Consumer Protection Act, the

the relevant provision of the Medium-sized Enterprises Act, such as small and medium-sized enterprises

the imposition of a fine will not be waived in the case of medium-sized enterprises either.

The amount of the fine in the case of small and medium-sized enterprises is from HUF 15,000 to HUF 500,000

may be spread, while the annual scope of the Accounting Act exceeds HUF 100 million

in the case of non-small and medium-sized enterprises with net sales from HUF 15,000, a

up to 5% of the company's annual net sales, but not more than HUF 500 million. THE

by introducing a mandatory fine, the legislator cooperates with conciliation bodies

companies active in the conciliation procedure

to ensure its participation.

The Conciliation Body has jurisdiction over out-of-court consumer disputes

sorting. The task of the conciliation body is to try to resolve the consumer dispute

to reach an agreement between the parties in the event of failure to do so

make the decision to enforce consumer rights easily, quickly, efficiently and cost-effectively

to ensure. The conciliation body shall provide advice at the request of the consumer or the business

the rights and obligations of the consumer

The conciliation body's proceedings are initiated at the consumer's request. The application to the Conciliation Board

must be submitted in writing to the President: the written requirement of the letter, telegram, telegraph

or by fax, and by any other means which:

allows the recipient to use the data addressed to him for a period appropriate to the purpose of the data

and the data stored in an unchanged form and content

display.

The application must include:

- the name, place of residence or stay of the consumer,

- the name, registered office or place of business of the undertaking involved in the consumer dispute,

- if the consumer has requested jurisdiction instead of the competent conciliation body

marking,

- a brief description of the consumer's position, the facts and evidence supporting it,

- a statement by the consumer that the consumer is directly involved with the business concerned

attempted to settle the dispute

- a statement by the consumer that there is no other conciliation procedure in the matter

initiated, mediation proceedings were not initiated, filing a claim or payment

no request for an order has been made,

- a proposal for a decision of the panel,

- the consumer's signature.

The application must be accompanied by the document or a copy (extract) of which

the consumer refers to its content as evidence, in particular in writing by the business

a statement rejecting the complaint or, failing that, any other information available to the consumer

written evidence that an attempt has been made to provide the required conciliation.

If the consumer acts through a proxy, the proxy must be attached to the application.

More information about the Conciliation Bodies is available here [: http://www.bekeltetes.hu](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=http://www.bekeltetes.hu/)

More information on the territorially competent Conciliation Bodies is available here:

[https://bekeltetes.hu/index.php?id=testuletek](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=https://bekeltetes.hu/index.php%3Fid%3Dtestuletek)

**Contact details of each territorially competent Conciliation Body:**

Baranya County Conciliation Board

Address: 7625 Pécs, Majorossy I. u. 36.

Phone number: 06-72-507-154

Fax: 06-72-507-152

E-mail : abeck@pbkik.hu ; mbonyar@pbkik.hu

Bács-Kiskun County Conciliation Board

Address: 6000 Kecskemét, Árpád krt. 4.

Phone number: 06-76-501-500; 06-76-501-525, 06-76-501-523

Fax: 06-76-501-538

E-mail: bekeltetes@bacsbekeltetes.hu ; mariann.matyus@bkmkik.hu

Website: [www.bacsbekeltetes.hu](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=http://www.bacsbekeltetes.hu/)

Békés County Conciliation Board

Address: 5600 Békéscsaba, Penza ltp. 5.

Phone number: 06-66-324-976

Fax: 06-66-324-976

E-mail: eva.toth@bmkik.hu

Borsod-Abaúj-Zemplén County Conciliation Board

Address: 3525 Miskolc, Szentpáli u. 1.

Phone number: 06-46-501-091, 06-46-501-870

Fax: 06-46-501-099

E-mail: kalna.zsuzsa@bokik.hu

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99. III. em. 310.

Phone number: 06-1-488-2131

Fax: 06-1-488-2186

E-mail: bekelteto.testulet@bkik.hu

Csongrád County Conciliation Board

Address: 6721 Szeged, Párizsi krt. 8-12.

Phone number: 06-62-554-250 / 118

Fax: 06-62-426-149

E-mail: bekelteto.testulet@csmkik.hu

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.

Phone number: 06-22-510-310

Fax: 06-22-510-312

E-mail : fmkik@fmkik.hu

Győr-Moson-Sopron County Conciliation Board

Address: 9021 Győr, Szent István út 10 / a.

Phone number: 06-96-520-217

Fax: 06-96-520-218

E-mail: bekeltetotestulet@gymskik.hu

Hajdú-Bihar County Conciliation Board

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Phone number: 06-52-500-710

Fax: 06-52-500-720

E-mail: korosi.vanda@hbkik.hu

Heves County Conciliation Board

Address: 3300 Eger, Faiskola út 15.

Phone number: 06-36-429-612

Fax: 06-36-323-615

E-mail: hkik@hkik.hu

Jász-Nagykun-Szolnok County Conciliation Board

Address: 5000 Szolnok, Verseghy park 8. III. floors 305-306.

Phone number: 06-56-510-621, 06-20-373-2570

Fax: 06-56-510-628

E-mail: bekeltetotestulet@jnszmkik.hu

Komárom-Esztergom County Conciliation Board

Address: 2800 Tatabánya, Fő tér 36.

Phone number: 06-34-513-027

Fax: 06-34-316-259

E-mail: szilvi@kemkik.hu

Nógrád County Conciliation Board

Address: 3100 Salgótarján, Alkotmány út 9 / A.

Phone number: 06-32-520-860

Fax: 06-32-520-862

E-mail: nkik@nkik.hu

Pest County Conciliation Board

Address: 1119 Budapest, Etele út 59-61. II. floor 240.

Mailing address: 1364 Budapest, Pf .: 81

Phone number: 06-1-269-0703

Fax: 06-1-474-7921

E-mail : pmbekelteto@pmkik.hu

Somogy County Conciliation Board

Address: 7400 Kaposvár, Anna u.6.

Phone number: 06-82-501-026

Fax: 06-82-501-046

E-mail: skik@skik.hu

Szabolcs-Szatmár-Bereg County Conciliation Board

Address: 4400 Nyíregyháza, Széchenyi u. 2.

Phone number: 06-42-311-544

Fax: 06-42-311-750

E-mail: bekelteto@szabkam.hu

Tolna County Conciliation Board

Address: 7100 Szekszárd, Arany J. u. 23-25. III. floor

Phone number: 06-74-411-661

Fax: 06-74-411-456

E-mail : kamara@tmkik.hu

Iron County Conciliation Board

Address: 9700 Szombathely, Honvéd tér 2.

Phone number: 06-94-312-356

Fax: 06-94-316-936

E-mail : vmkik@vmkik.hu

Veszprém County Conciliation Board

Address: 8200 Veszprém, Radnóti tér 1st floor 116.

Phone number: 06-88-429-008

Fax: 06-88-412-150

E-mail: bekelteto@veszpremikamara.hu

Zala County Conciliation Board

Address: 8900 Zalaegerszeg, Petőfi u. 24.

Phone number: 06-92-550-513

Fax: 06-92-550-525

E-mail: zmbekelteto@zmkik.hu

**Online dispute resolution platform**

The European Commission has set up a website where consumers can register as follows

through this, they have the opportunity to bring their online shopping disputes to this

by completing an application, avoiding court proceedings. So are consumers

they can enforce their rights without, for example, distance preventing them from doing so.

If you want to make a complaint about a product or service you bought online

and you don’t necessarily want to go to court, you can use the online

dispute resolution

tool.

On the portal, you and the trader against whom you have lodged a complaint can jointly select the complaint

the Dispute Settlement Body to be entrusted with the

The online dispute resolution platform is available here:

[https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=EN](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=https://webgate.ec.europa.eu/odr/main/%3Fevent%3Dmain.home.show%26lng%3DHU)

**Copyrights**

Act LXXVI of 1999 on Copyright. Act (hereinafter: Szjt.) § 1 (1)

the website is considered a copyright work, so all parts of it are protected by copyright

is under. The Szjt. Pursuant to Section 16 (1), the graphic and

unauthorized use of software solutions, computer programs, and

use any application with which the Website or any part thereof

can be modified. Retrieve any material from the Website and its database at

even with the written consent of the copyright holder, only with reference to the website, source may be indicated. The right holder: Olajuto Social Cooperative

**Partial invalidity, code of conduct**

If any point of the GTC is legally incomplete or invalid, the contract is still valid

shall remain in force and shall be replaced by the relevant

the provisions of national law shall apply.

Seller has no unfair commercial practices against consumers

Code of Conduct under the Prohibition Act.

**Operation of digital data content, technical protection measures**

The availability of the servers providing the data displayed on the website is over 99.9% per year.

The entire data content is backed up regularly, so in case of a problem, the original

data content can be restored. The data displayed on the website is MSSQL and MySQL

stored in a database. Sensitive data is stored with adequate encryption,

we use in-processor hardware support to encode them

**Information on the essential characteristics of the products**

On the website about the essential features of the products that can be purchased for each product

information is provided in the descriptions in.

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

During your order, you have the option to do so before finalizing your order

To modify the data you have entered (by clicking the back button in the browser on the previous page

opens, so you can correct the data you entered even if you have already gone to the next page).

Please note that it is your responsibility to ensure that the information you provide is accurate

will be entered as it will be billed based on the information you provide, respectively

delivery of the product. By placing your order, you acknowledge that the Seller is entitled to yours

all damages and costs to you resulting from incorrect data entry, inaccurate data

to block. The Seller excludes its liability for performance based on inaccurate data entry.

Please note that the e-mail address you entered is incorrect or that belongs to your mailbox

storage saturation can result in non-delivery of confirmation and prevent

conclusion of a contract.

**Procedure in case of incorrect price**

The following are considered to be obviously incorrectly indicated prices:

- 0 HUF price,

- the price reduced by a discount but incorrectly indicating the discount (eg a product of HUF 1,000

product offered for HUF 500 with the 20% discount).

If an incorrect price is indicated, the Seller offers to purchase the product at a fair price

the possibility of which information the Buyer may decide to order at a fair price

product or cancel the order without any adverse legal consequences.

**Use of the Website**

The website provides a product presentation and online ordering option for Users

for. You can browse the website using the User menu items. The products

can be found in a category system.

You can write us a message under the contact menu item at the bottom of the Home page.

Under the introduction menu item you can find out about our settlement where the oil is produced

and the production process of our oils.

The Budapest and rural stores can be found under the menu item of our resellers

contact information where our oils can be purchased.

Under the menu item Tender, you can find information about the expansion of the small oil rig plant.

You can read useful information by clicking on the selected product under the Products menu item

about our product and its price can also be found here. If all products in that category

does not fit on one page, you can use the numbers below the products to scroll.

The selected product can be added to the basket using the "Add to cart" button, the button

the required number of pieces can be set.

The User can check the contents of the shopping cart using the Cart menu item. Here

you can change the quantity of the product in the basket that you want to order, or

you can delete the item.

Cart total under the label is required to select the shipping method for your order

to continue.

Delivery options:

Foxpost vending machine with advance reference

Foxpost vending machine with cash on delivery

Home delivery by prior arrangement

Home delivery with cash on delivery

Go to checkout after clicking the last step of your order is your billing information

specification.

If your billing and shipping address are different, you have the option to specify a different shipping address

address.

If you want to pick up the ordered package at a Foxpost machine, the drop-down is

menu item you can select which machine is closest to you.

If you find everything suitable, use the Submit Order button

you can finalize your order. You will receive a confirmation on the website or by e-mail. If

after recording an order (eg in the confirmation e-mail) it detects incorrect data on it

shall notify the Service Provider immediately, but not later than within 24 hours.

Under the contact menu, you can find out the exact address of the plant and the office.

**Finalizing the order (bidding)**

If you are convinced that the contents of the basket correspond to your order

products you want and your details are correct, see “ORDER

You can close your order by clicking the "SEND" button. Information provided on the website

do not constitute an offer to enter into a contract on the part of the Seller. The present

In the case of orders covered by the GTC, you are considered a bidder.

You are expressly acknowledged by pressing the "SEND ORDER" button

takes the view that his offer shall be deemed to have been made and his statement - the Seller in accordance with these GTC

entails an obligation to pay. You have an offer of 48 hours

duration. If your offer is in accordance with these general terms and conditions

If the Seller does not confirm it within 48 hours, you are released from the obligation of the offer.

**Order processing, conclusion of the contract**

Orders are processed in two stages. You have the opportunity at any time

you have to place your order. You will first receive an automated feedback on your order, which is just that

records the fact that your order has arrived through the website, but it is

confirmation does not constitute acceptance of your offer. If you notice that

the automatic confirmation e-mail notification contains your data incorrectly (eg name, delivery

address, telephone number, etc.), you are obliged to provide this fact - by providing the correct information

at the same time - notify us immediately by e-mail. If you place an order

If you do not receive the automated confirmation email within 24 hours, please contact us

contact us because your order may not be for technical reasons

arrived in our system.

The Seller will confirm this by sending you a second e-mail after sending your offer

Your offer. The contract is created when the confirmation email sent by the Seller is

It will be available to you in your email system (second confirmation).

**Payment methods**

* Online credit card payment

***Online credit card payments are made through the Barion system. THE***

***credit card details will not be sent to the merchant. The service is provided by Barion Payment***

***Zrt. Is an institution supervised by the Magyar Nemzeti Bank, its license number: H-EN-I-***

***1064/2013***

* Bank transfer

You can also settle the price of the products by bank transfer.

* Cash on delivery

If you want to settle the value of the order upon receipt of the package, then

select the "Cash on delivery" payment method.

Acceptance methods, acceptance fees

We work with the foxpost courier service.

You can find out about its delivery fees on our website.

Please place the selected product in the basket and under the basket menu item

find the exact shipping cost.

**Completion date**

The general delivery deadline for the order is from the confirmation of the order

up to 30 days. Average delivery time is 12-14 days, which is the courier service

depends on your workload.

**We inform you that:**

- a declaration of danger due to a coronavirus,

- the special legal order taken in the emergency, published in the Hungarian Gazette

provisions,

persons acting for the performance of the contract (payment service provider as well as delivery

partner) due to the emergency

- the performance of the contract is affected by force majeure.

Force majeure may prevent Seller from delaying or delaying its contractual obligations

for which Seller cannot be held liable under the Civil Code.

In order to manage the obstruction and delay, the Seller is entitled to:

- suspend or postpone the performance of the contract,

to make it impossible to perform the contract already concluded (in cases of force majeure)

makes it foreseeable impossible to perform).

In case of suspension or postponement of the performance of the contract, the Seller is the contractor

due to force majeure.

If it is impossible to perform the contract, the contract is based on the Civil Code

terminated, the purchase price already paid will be returned to the Buyer. Refund of the purchase price for sale

the method of payment used by the Buyer or individually negotiated by the Parties

use the repayment method.

Reservation of rights, ownership clause

If you have previously ordered a product without receiving it during delivery

(excluding the case where you exercised your right of withdrawal) or the Product did not seek

received back to the seller, the Seller fulfills the order with the purchase price and delivery

advance payment of costs

Seller may withhold delivery of the Product until it is satisfied that the Product

price has been successfully paid using the electronic payment solution

(including the case where the Buyer is the Member State of the product paid by bank transfer

in the currency of the purchase price and conversion, as well as bank commissions, costs

due to the Seller does not receive the full amount of the purchase price and shipping fee). If

the price of the Product has not been paid in full, the Seller to supplement the purchase price

you can call the Customer.

**Sales abroad**

Seller does not differentiate between using the Website in Hungary and beyond

buyers within the European Union. Unless otherwise provided in these GTC, the

The seller ensures the delivery / receipt of the ordered products in Hungary.

The provisions of these GTC are also applicable to purchases outside Hungary, provided that the

For the purposes of this point, a consumer is a consumer within the meaning of this Regulation

who is a national of or resident in a Member State

or an undertaking established in a Member State

and purchases goods within the European Union solely for end use, or

uses a service or acts with such an intention. For the consumer it is natural

a person is considered to be acting for a purpose which is outside of trade, industry, craft

or in the course of his professional activity.

The language of communication and purchase is primarily Hungarian, the Seller is not obliged to buy

communicate with the Buyer in the language of the Member State.

Seller is not required to comply with the national law of the Buyer's Member State concerned

Product-specific non-contractual requirements, e.g.

labeling or sector-specific requirements or to inform the Buyer

these requirements.

Unless otherwise provided by the Seller, all Products apply VAT in Hungary

in the case of.

According to these GTC, the Buyer may use its legal enforcement options.

If an electronic payment solution is used, the payment is determined by the Seller

denominated in a currency

Seller may withhold delivery of the Product until it is satisfied that the Product

price and shipping fee have been successfully and fully paid electronically

using a payment solution (including the case where the product is paid by bank transfer

In the case of, the Buyer shall pay the purchase price (delivery fee) in the currency of its Member State and the conversion, as well as bank commissions, costs due to Seller does not receive in full the purchase price). If the price of the Product has not been paid in full, the Seller you can call the In order to deliver the Product, the delivery options available to Hungarian customers are for sale

also provides non-Hungarian customers.

If the Buyer can request the delivery of the Product to the territory of Hungary according to the GTC,

or to the territory of any other European Union Member State, the non-Hungarian customer may request this

also in any of the modes of transport indicated in the GTC.

If the Buyer can choose to receive the Product in person at the Seller according to the GTC,

the non-Hungarian customer can also use this.

Otherwise, the Buyer may request that the delivery of the Product be arranged at his own expense

abroad. Hungarian customers are not entitled to this right.

Seller will fulfill the order after payment of the delivery fee, if Buyer a

does not pay a shipping fee to Seller or does not arrange its own delivery in advance

until the agreed date, Seller terminates the contract and the prepaid purchase price

refund to Buyer.

Consumer information on 45/2014. (II. 26.) Government Decree

**Consumer information**

1) [Right of withdrawal](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=https://www.microhmalkatresz.hu/shop_help.php%23ft5#ft5)

2) [Warranty rights](https://translate.google.com/translate?hl=hu&prev=_t&sl=hu&tl=en&u=https://www.microhmalkatresz.hu/shop_help.php%23ft4#ft4)

**Information on the consumer's right of withdrawal for the buyer:**

As a consumer, the Civil Code. 8: 1. According to § 1, point 3, only his profession and independent occupation

or a natural person acting outside the scope of his business, including legal persons

they cannot exercise the right of withdrawal without justification!

The consumer is protected by 45/2014. (II. 26.) of the Government of the Republic of Hungary without due justification

right of withdrawal. The consumer has the right of withdrawal:

(a) in the case of a contract for the sale of a product

aa) the product,

(ab) the sale of several products, where the supply of each product is at a different time

the last product supplied,

by the consumer or a third party other than the carrier designated by him

within a period of 14 days from the date of

Nothing in this section shall affect the consumer's right to benefit from this section

the date of conclusion of the contract and the date of receipt of the product

also exercise in the period between.

Buyer to supplement the purchase priceIf the consumer has made an offer to enter into a contract, the consumer is bound to enter into the contract

has the right to withdraw the tender, which is a tender covering the conclusion of the contract

untying.

Statement of withdrawal, exercise of the consumer's right of withdrawal or cancellation:

The consumer is in 45/2014. (II. 26.) of the Government of the Republic of Hungary

by means of a clear statement or by using a sample statement that can be downloaded from the website

you can practice.

Validity of the consumer 's statement of withdrawal

The right of withdrawal shall be deemed to have been exercised within the time limit if the consumer

send your declaration within the time limit. The deadline is 14 days.

It is for the consumer to prove that he has a right of withdrawal in accordance with this provision

practiced.

The Seller is obliged to send the consumer's withdrawal statement electronically after its receipt

immediately confirm on a data medium, provided that it is also provided on its website

the exercise of the right of withdrawal for the consumer.

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

**Seller's obligation to refund**

If the consumer in 45/2014. (II. 26.) withdraws from the contract in accordance with Section 22 of the Government Decree,

within fourteen days of the Seller becoming aware of the withdrawal at the latest

reimburse the full amount paid by the consumer in return, including

costs incurred in connection with performance, including shipping charges. We call the

note that this provision does not apply to the least expensive standard freight

additional costs incurred by choosing a mode of transport other than

**Method of Seller's Obligation to Refund**

A 45/2014. (II. 26.) in the event of resignation or termination in accordance with Section 22 of the Government Decree

Seller shall reimburse the amount to the consumer by the method of payment used by the consumer

refunds in the same way. With the express consent of the consumer, the Seller

you can use another method of payment for the refund, but the consumer will therefore not have any no additional charge may be levied. Incorrectly and / or inaccurately provided by the Consumer due to a delay due to a bank account number or postal address no liability.

**Additional costs**

If the consumer is specifically different from the least expensive standard mode of transport

choose the mode of transport, the Seller shall not be obliged to reimburse the resulting

additional costs. In this case, it is valid up to the general shipping rates indicated

our obligation to refund.

**Right of retention**

The Seller may withhold the amount returned to the consumer as long as the consumer

did not return the product or did not prove beyond a reasonable doubt that it had been returned;

the earlier of the two dates shall be taken into account. Sent by cash on delivery or by post

we are unable to accept shipments.

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

Product return

If the consumer in 45/2014. (II. 26.) withdraws from the contract in accordance with Section 22 of the Government Decree,

shall carry the product immediately, but no later than fourteen days after the notification of the withdrawal

returned within one day or to the Seller or the Seller to receive the product

to an authorized person. Return shall be deemed to have been completed within the time limit if: the consumer sends the product before the deadline.

**To bear the costs of returning the product**

The consumer bears the cost of returning the product. The product must be delivered to the Seller's address

to send back. If the consumer terminates at the store after the start of performance

contract for the provision of a service concluded outside or in the absence of

a fee proportionate to the service provided up to the date of notification of the termination to the undertaking to pay for the business. The amount to be paid proportionally by the consumer shall be

on the basis of the total amount of consideration fixed in the contract, plus tax

to establish. If the consumer proves that the total amount determined in this way

excessively high, the proportionate amount was paid up to the date of termination of the contract

calculated on the basis of the market value of the services. Please note that cash on delivery

or we are unable to accept a product returned by post.

**Consumer responsibility for depreciation**

The consumer to determine the nature, characteristics and functioning of the product

is responsible for depreciation resulting from use in excess of the required use.

**The right of withdrawal may not be exercised in the following cases**

The Seller expressly draws your attention to the fact that you may not exercise your right of withdrawal

45/2014 (II.26.) Government Decree § 29. In the cases referred to in paragraph 1:

(a) in the case of a contract for the provision of a service, the performance of the service as a whole

after the business has started with the express prior consent of the consumer

and the consumer acknowledged that after the performance of the service as a whole

loses his right to terminate;

(b) in respect of a product or service for which the price or fee is the money market

within the time limit set for the exercise of the right of withdrawal

also depends on possible fluctuations;

(c) in the case of a non - prefabricated product which, on the consumer 's instructions, or

at the express request of the manufacturer or in the case of a product which is clearly

tailored to the consumer;

d) perishable obsession quality short for a while preservative product

respect;

(e) in the case of a sealed product which is for health or hygiene reasons

may not be returned after its dissolution after transfer;

(f) in respect of a product which, by its nature, is inseparable after delivery

mixed with another product;

(g) in the case of an alcoholic beverage the actual value of which is not borne by the undertaking

influentially depends on market fluctuations and at the price of which the parties to the sale

agreed at the time of conclusion of the contract, but only for the performance of the contract from the time of conclusion

after the thirtieth day after

(h) in the case of a business contract where the business is express to the consumer

at the request of the consumer to carry out urgent repair or maintenance work

for the purpose of

(i) copies of sealed audio or video recordings and computer software

if the consumer has opened the packaging after delivery;

(j) newspapers, periodicals and periodicals, other than subscription contracts;

(k) in the case of contracts awarded by public auction;

l) contracts for the provision of accommodation, transport, with the exception of housing services,

related to car rental, catering or leisure activities

in the case of a service contract, if the performance specified in the contract

 deadline or deadline has been set;

(m) in respect of digital content provided on non - tangible media, where the undertaking:

started with the express prior consent of the consumer, and the consumer e

with his consent, at the same time he stated that he acknowledged that the performance

you lose your right of withdrawal after you start.

**Supplies warranty, product warranty, warranty**

This point of the consumer information is Section 9 (3) of Government Decree 45/2014 (II.26.)

pursuant to Annex 3 of Government Decree 45/2014 (II.26.)

made.

**Supplies warranty:**

In what cases can you exercise your right to warranty for supplies?

In the event of faulty performance by Seller, you will have a warranty claim against Seller

may enforce in accordance with the rules of the Civil Code. What rights do you have based on your supplies warranty claim?

You can choose to have the following supplies warranty claims:

You can request a repair or replacement, unless it is your choice

is impossible or disproportionate to the Seller’s fulfillment of his other claim

would incur additional costs. If you did not request or could not request the repair or replacement, yes

you may request a pro rata delivery of the consideration or the defect at the expense of the Seller yourself

repair or otherwise repair or, ultimately, withdraw from the contract.

You can transfer from one of your chosen supply warranty rights to another, but the cost of the transfer is yours

shall be borne by the Seller unless justified or given by the Seller.

What is the deadline for you to enforce your warranty claim?

You are responsible for the error immediately after discovering it, but no later than the error

within two months of its discovery. However, we draw your attention to that

beyond the limitation period of two years from the performance of the contract

you can no longer validate.

If the subject of the contract between the consumer and the business is a used thing, the parties are shorter

they may also agree on a limitation period; a limitation period of less than one year in this case

nor can it be validly concluded.

To whom can you enforce your warranty claim?

You can assert your warranty claim against the Seller.

What are the other conditions for enforcing your warranty rights?

Within six months of performance, the claim warranty claim shall be enforced a

In addition to reporting an error, there are no other conditions if you certify that the product or service

provided by the Seller. However, after six months from the date of performance, you are already obliged

prove that the defect you recognized already existed at the time of performance.

In the case of second - hand products, they normally deviate from the general rules

warranty, warranty rights. In the case of used products, we can also talk about defective performance,

however, the circumstances under which the Buyer is certain must be taken into account

could expect errors to occur. Due to obsolescence, some errors are becoming more common

they become more common, resulting in the fact that a used product is the same

quality as a newly purchased, can not be assumed. Based on this, the

Buyer may only enforce its warranty rights in respect of defects that

they are in addition to errors resulting from usage and occurred independently of them. If used

product is defective and the Customer, who qualifies as the Consumer, was informed about it at the time of purchase,

the Service Provider is not liable for a known error.

**Product warranty:**

In what cases can you exercise your product warranty right?

In the event of a defect in a movable thing (product), you have - at your option - the warranty claim

you can enforce a product warranty claim.

What rights do you have based on your product warranty claim? As a product warranty claim, you only repair or replace the defective product

you can ask.

In which case is the product considered defective?

A product is defective if it does not conform to the quality in force at the time of placing on the market

requirements or if it does not have the information provided by the manufacturer

properties.

What is the deadline for you to enforce your product warranty claim?

Your product warranty claim is two from the time the product is placed on the market by the manufacturer

within one year. Upon expiry of this period, he shall lose this right.

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

Product warranty claims only with the manufacturer or distributor of the movable item

you can practice against. Product defect in the event of a product warranty claim

You have to prove it.

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

The manufacturer (distributor) is only released from its product warranty obligation if

can prove that:

the product was not manufactured or marketed in the course of his non - business activities, or

- the defect was not known at the time of placing on the market according to the state of the art

you are recognizable

- the defect of the product results from the application of legislation or a mandatory official regulation.

It is sufficient for the manufacturer (distributor) to prove a reason for the exemption.

Please note that due to the same error, supplies warranty and product warranty

claim cannot be asserted simultaneously, in parallel. Product warranty claim

however, if successfully validated, for the replaced product or repaired part

you can enforce your warranty claim against the manufacturer.

**Warranty**

In what cases can you exercise your right to warranty?

Mandatory warranty for certain durable goods in the event of defective performance

151/2003. (IX. 22.) of the Government, the Seller is obliged to provide a guarantee.

Legislation requires the provision of a warranty for durable consumer goods (eg, technical

articles, tools, machines) and their parts, the purchase value of which is HUF 10,000

exceeds.

What rights do you have under the warranty and within what period?

151/2003 on the mandatory warranty for certain durable consumer goods. (IX. 22.)

Government decree defines the cases of mandatory warranty. Not included in this case

In the case of products, the Seller does not provide a warranty. The warranty claim during the warranty period

enforceable. If the obligation of the guarantor to the claimant's call - appropriate

within the deadline - does not meet the warranty claim after the deadline set in the call

within three months of the date of the warranty period, even if the warranty period has already expired

passed. Failure to meet this deadline will result in disqualification. To enforce the warranty claim in other respects

the rules for the exercise of warranty rights shall apply accordingly.

The warranty period is one year. Failure to meet this deadline will result in disqualification. The warranty period is a delivery of a consumer item to a consumer or if the commissioning of the business

or its agent, begins on the date of commissioning. That's over a year

please contact the manufacturer for any warranty claims!

**What does the warranty have to do with other warranty rights?**

The warranty is valid in addition to the warranty rights (product and supply warranty), it is essential

the difference between the general warranty rights and the warranty is that in the case of a warranty the burden of proof is more favorable to the consumer.

Fixed connection subject to the mandatory guarantee according to Government Decree 151/2003, or 10kg or cannot be carried as a manual package on public transport

consumer goods, with the exception of vehicles, shall be repaired at the place of operation. If the repairs may not be carried out at the place of operation, from removal and installation and from removal and installation

return by the undertaking, or - repair directly validated by the repair service

in case of demand - the repair service will take care of.

The seller's undertaking must not include a period of warranty for the consumer

conditions that are more unfavorable than the rights covered by the mandatory warranty

rules. After that (after 1 year), however, the terms of the voluntary warranty

they are free to determine, but the warranty in this case must not affect the consumer either

including the existence of rights based on a warranty for supplies.

**Exchange request within three working days**

In the case of sales through a web store, the one within three working days also applies

institution of exchange. Replacement requests within three working days are subject to 151/2003. (IX. 22.) Korm.

may be applied to durable goods covered by this Regulation, according to which, if the

Within 3 working days of someone validating the exchange request institution, the seller will do so

you must interpret that the product was already defective at the time of sale and without further product must be replaced.

**When is Seller released from its warranty obligation?**

The Seller is released from its warranty obligation only if it proves that

the cause of the error occurred after performance.

Please note that due to the same defect, the warranty and guarantee claim,

or product warranty and warranty claims at the same time, not in parallel

you can assert, otherwise you will be entitled to warranty rights under the warranty

rights

regardless

due.

The deadline for exercising the warranty and guarantee rights written in these GTC from the day

starts when the Buyer receives the product.

**Sample statement for withdrawal**

Addressee:….

(address: ……… .., e-mail: …………….)

I, the undersigned, declare that I practice / resign / terminate

my right (s) to sell or provide the following product (s)

with regard to the contract for:

…………………………………………………………………………………………………

……………………………………………………………………………