

GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS, SCOPE OF GENERAL TERMS AND CONDITIONS

1.1 Tirpák Gábor Bálint individual entrepreneur (registered office: 2040 Budaörs, Csap utca 3/2 no. 333 0219, hereinafter referred to as "Seller", maintains and operates the website at <https://shop.kitsimono.hu/> (hereinafter referred to as "Website"). The present General Terms and Conditions (hereinafter referred to as "GTC") are unilaterally predetermined, individually defined by the Seller through the webshop operated on the Website (hereinafter referred to as "Webshop") for individual purchase contracts (hereinafter referred to as "the Contract") contains unclear terms. Website Hosting Provider: Pirin Informatikai és Kereskedelmi Kft. (Pirin IT and Trade Ltd., Address: 1193 Budapest, XIX. Könyvkötő utca 49., registration number: 01-09-728005, e-mail address: info@pirin.hu)

1.2 The effective date of the present GTC is the date of publication of this GTC on the Website. The provisions of the GTC apply from the date of entry into force to all persons who enter into a valid Contract with the Seller through the Website (hereinafter referred to as "Buyer (s)", the Seller and the Buyer (s) hereinafter collectively referred to as the Parties). The Contract may be concluded by a legal entity or by a natural person at least 16 years of age. If at the time of conclusion of the Contract the data of the legal entity is given as the data of the Buyer, the legal entity shall be considered as the Buyer. The Contract is considered to be a contract between remote people for the purpose of concluding the Contract through the Website. The Contracts are filed, so they are written contracts. The language of the contract is Hungarian.

1.3 It is possible to conclude the Contract only in the Webshop accessible through the Website. By concluding the Contract, the Buyer acknowledges that he / she is familiar with the provisions of the GTC effective at the time of conclusion of the Contract, has read the GTC, understood the provisions of the GTC, acknowledged and explicitly accepted it. The GTC published on the Website forms an integral part of the Contract (s) concluded therein, with the provisions of the GTC effective on the day of its conclusion being applicable to all Contracts.

2. PRODUCTS SOLD IN THE CONTRACT

2.1 Under the Treaties, the Seller primarily produces custom-made, handcrafted industrial items and other fine art goods, design and craft design products (hereinafter referred to as "Ceramic Product (s)") and other products (in particular tea and coffee) sells to the Customer (the Design Products and other products together referred to as the "Products"). The Seller declares that he is the legal distributor of the Products. The Seller declares that the sole owner of the products offered for

purchase on the Website and on the Products, a third party does not have the right to obstruct or limit performance of the Contract.

2.2 Design Products on the Website are custom-made products, so they are available to the Seller only in a limited number of copies. Custom-made Design Products are one-off and unrivaled, after the sale of a Design Product, the Seller is not able to produce the same Design Product. The photos on the Website are made of the Design Product that is actually sold, but the Product may vary slightly from the Photo on the Website.

3. PROCEDURE FOR ORDERING AND PERFORMANCE OF THE CONTRACT SELLER

3.1 There is no need to register for ordering the Products, you cannot register on the Website. The following ordering process is available on the Webshop. The Buyer can place the Products to be purchased into the basket by clicking on the "Add to Cart" button on the Product Data Sheets and for some products, select the desired number. You can then click on the shopping cart icon in the upper right corner of the screen to view the product you have added to the cart (you can delete or change the contents of the cart here). Then, after clicking on the 'Go to Checkout' button, you will enter your billing and shipping details; selects payment method. The Buyer acknowledges and expressly agrees that the Seller undertakes to deliver the Products only to the delivery address indicated within the European Union. If the Buyer specifies a delivery address outside the territory of the European Union, the Seller is entitled to cancel the Contract and cancel the order unilaterally. The Buyer is not entitled to claim damages from the Seller for the reasons set out in the previous sentence. After that, the Customer may verify the personal information provided during the order (eg billing address, shipping address, e-mail address, etc.). The order can be finalized by clicking on the 'Submit Order' button.

Once you have added it to your cart, the selected Product will be added to your cart and will remain there until you remove the product from your cart (until you delete it) or finalize your order. The Product may only be taken over by home delivery. The Buyer can click on the "Submit Order" button if he / she has accepted the present Terms and Conditions by explicit statement (ticking the check box). By placing an order, the Contract shall be validly concluded between the Parties. The Seller confirms the order at the e-mail address provided by the Buyer within 48 hours at the latest. The attachment of the confirmation email is the present GTC. On the basis of the contract concluded, the Parties shall be subject to rights and obligations under Hungarian civil law, and in particular the Customer shall be liable for payment.

3.2 The Buyer shall be obliged to provide all his data in a correct manner, and the Seller shall not be liable for any damage caused by incorrectly given data. The Buyer has the opportunity to correct incorrectly entered data at any stage of the order until the order is sent. The Seller is entitled to cancel the order with obviously false or erroneous data, and the Seller shall not be liable for any resulting damages. The Seller shall not be liable for any damages to the Buyer arising from the Customer's forgetting or making it unauthorized.

3.3 Purchase prices on the Website are in HUF and do not include VAT (VAT) due to the fact that the Seller's product sales are exempt from turnover tax. The purchase price includes the packaging fee, but does not include shipping costs. The shipping cost is the same as the current shipping costs indicated on the Website, which are:

- In case of prepayment, for home orders up to HUF 25,000, the delivery fee is 1.850, - Ft or 45 EUR
- In case of bank card payment the delivery fee for the order of HUF 25,000, - HUF 1.850, - HUF or 45 EUR
- In case of cash on delivery, in case of an order not exceeding HUF 25,000, - home delivery fee is 2.990, - Ft. Cash payment available only in Hungary.
- For purchases over 25,000 Ft, home delivery is free of charge. The free home delivery is available only in Hungary.

3.4 The Seller shall determine the purchase price of the Products and publish it on the Website. The Seller reserves the right to change the purchase price of the Product in case of incorrect indication of the purchase price by the Seller immediately informing the Buyer of the changed purchase price after becoming aware of the defect. After notification, the Buyer is entitled to declare whether or not the Seller accepts the offer for the changed purchase price of the Product or withdraws from the Contract. If the Buyer does not make an express declaration accepting a change in the purchase price of the Product within 8 or eight days of its notification of the change in the purchase price, the Seller shall cancel the Order.

3.5 It is possible to pick up the Products by courier delivery, by the GLS General Logistics Systems Hungary Packaging Logistics Ltd. (registered office: 2351 Alsónémedi, GLS Európa street 2, e-mail address: info@glshungary.com, company registration number: 13-09-111755, tax number: 12369410-2-44 hereinafter referred to as "Courier Service" or "Courier"). All orders placed in the Webshop are summarized and processed on Mondays. Orders received by Monday at 16:00 will be delivered on Tuesday, which will be delivered by Courier within 2 working days. Delivery within 5 working days within the European Union. Orders arriving after Monday at 16:00 will be processed next week. The delivery deadline is indicative, the Seller will endeavor to deliver the Goods within this deadline, but the Buyer acknowledges and expressly agrees that the above delivery time may be increased due to reasons beyond the Seller's (eg Courier Service). The Seller undertakes to deliver the Products no later than 14 / fourteen days after the order confirmation. The exact time of receipt of the Product shall be communicated to the Customer by SMS or e-mail by the Courier Service or the Seller. The Buyer acknowledges that it must be present at the delivery on delivery or provide a person designated by him for receiving the product. The Buyer is obliged to take over the Product supplied under the contract. Upon receipt of the Product, the Buyer shall make sure that the quality and quantity of the service are adequate and that the performance is acknowledged by signing the receipt, the consignment note. Subsequently, the Seller will not be able to accept the Customer's claim for defective performance that the Customer has noticed while viewing the Product at the time of receipt or should have taken due care of it. If the packaging and / or the Product is damaged or defective, the Buyer is obliged to submit a report on the spot and - in case of delivery by courier service - to return the Product to the Courier. If the delivery of the Product delivered in accordance with the Contract is lost for reasons attributable to the Buyer, the Buyer shall reimburse the Seller for

any additional costs incurred in this connection. The risk of damage is transferred to the Buyer upon receipt of the Product by the Buyer.

3.6 The purchase price and the delivery fee may be settled in cash (cash on delivery), bank card or prepayment based on the payment method chosen by the Buyer. Cash payment is available only in Hungary. Then the case of cash or bank card payment (cash on delivery) to the courier, the Seller may charge a fee of 2990 - HUF. In the case of a credit card payment, the Webshop redirects the Buyer to the payment area of OTP Bank. In the case of payment by bank transfer, the date of execution of the Buyer is the day on which the Purchase Price is credited to the Seller's bank account (OTP Bank, account number: 11742355-21449352 (HUF) 11763426-79533889 (EUR). The Buyer acknowledges and agrees that in the case of a prepayment, the Seller shall commence the delivery of the Product and fulfillment of the order only after the total amount of the purchase price and delivery charge has been fully credited to the Seller's bank account specified in this clause. The Seller issues the invoice with the purchase price plus the delivery fee (possibly with a handling fee). The Seller issues the invoice on the basis of the information provided by the Buyer during the order and handed it over to the Customer on paper (in the packaging of the Product) together with the Product. The Seller shall retain its ownership until the payment of the purchase price is fully paid, and the ownership of the product shall pass to the Buyer upon payment of the full purchase price.

4. CANCELLATION RIGHTS

4.1 The Buyer acknowledges and expressly agrees that the Seller shall be entitled to withdraw from the transaction from the conclusion of the Contract until the receipt of the Product by the Buyer. In the event of cancellation under this clause, the Seller is entitled but not obliged to offer the new Product with the same property as the Product to the Buyer. In the event of cancellation under this clause, the Seller shall pay back the Buyer according to the provisions of this chapter if the Purchase Price or Total Price has already been paid by the Buyer. The Buyer acknowledges and expressly agrees that the Seller is not obliged to justify the withdrawal.

4.2 If the Buyer is a natural person acting outside the scope of his trade, profession or business (hereinafter referred to as "the Consumer"), the provisions of Articles 45/2014 on the detailed rules of the contract between the consumer and the enterprise shall be applied. (II. 26.) Government Decree (hereinafter referred to as "Government Decree") has the right to withdraw from the Contract within 14 days, ie within fourteen days of receipt of the Product without justification. The date of receipt of the Product does not count towards the deadline. It does not qualify as a Consumer on the basis of the provisions of this clause, so it is not entitled to withdraw from the Contract in accordance with the provisions of this clause, in particular, but not exclusively, by the business association, association, foundation. Consumers may use their right of withdrawal to send the Seller with a letter of resignation sent by e-mail to e-mail address info@kitsimono.hu, or by e-mail to e-mail info@kitsimono.hu. The Cancellation Statement in the form of a letter or e-mail shall be deemed to have been submitted within the deadline if it is sent / mailed to the Seller within 14 days of receiving the Product. The Consumer has the right of withdrawal in Annex 2 of the Government Decree and may exercise the right of withdrawal by using a statement of the statement published on the Website or by making a clear statement to that effect.

4.3 The Consumer shall immediately return the Product to the Seller at its own expense in case of cancellation. The Seller shall reimburse the Consumer for the purchase price and delivery fee paid to the Consumer within 14 or 14 days of receipt of the cancellation declaration. The Seller shall withhold the repayment of the purchase price and delivery fee as provided for in Section 23 (4) of the Government Decree until the Consumer has returned the Product to the Seller or has proved to the Seller that the Product has been returned to the Seller. Before returning the Product, the Buyer is entitled to unpack the Product and test the Product to the extent necessary to determine its nature, properties and operation. In the event of consumer withdrawal, the Consumer shall only be liable for any depreciation resulting from use beyond the use required to determine the nature, characteristics and functioning of the Product. In this case, the Consumer acknowledges that the Design Products are particularly fragile, and in the event of their return, the Consumer shall be obliged to ensure that the Design Products are transported without damage in appropriate packaging. The Consumer shall be liable for any damage caused by the return of the Design Products. The Seller may refuse to accept the Product if the Consumer returns it to the Seller in such a way that the Seller would incur the cost of the receipt.

4.4 The Consumer shall not be entitled to withdraw from Article 45/2014. (II. 26.) on the purchase of any Product which cannot be returned for health or hygiene reasons after the opening of the Product (in particular as regards teas.). you are entitled to exercise your right of withdrawal if you have not unpacked the Product.

4.5 The Seller shall refund the amount returned to the Consumer in the same manner as the payment method used by the Consumer. Subject to the express consent of the Consumer, the Seller may use other means of payment for the refund, but the Consumer may not be charged any additional fees.

5. WARRANTY

5.1 The Buyer acknowledges that the Seller is covered by the Civil Code due to defective performance due to warranty and legal liability. It is considered a defective performance if the Product does not meet the quality requirements set out in the Contract or the law at the time of delivery to the Buyer. The Seller, if necessary for the proper use of the Products, shall place the instruction manual in the packaging of the Products.

5.2 Within six or six months of receipt of the Product by the Consumer, in the event of a defect discovered by the Consumer, the Parties shall presume that the cause of the fault was already at the time of performance (hereinafter referred to as "Defective Performance Presumption"), unless the presumption is incompatible with the nature of the matter or the nature of the error. The Seller is entitled to prove that the cause of the fault arose after the fault was fulfilled. After the expiration date of the Defective Performance Presumption, ie 6 or six months after receipt of the Product by the Consumer, the Consumer shall prove that the fault of the Product arose prior to the Seller's performance. The Consumer is obliged to notify the Seller of the defect he / she has detected

immediately, but no later than within 2, or two months, from the discovery of the defect. An error reported by the Consumer within 2 months, ie two months, shall be deemed to have been submitted within the time limit. The Customer shall be liable for any damage caused by the delay. The Consumer may claim against the Seller for 2 years, ie two years from the date of receipt of the Product, while the Consumer who does not qualify as a Consumer may apply for the warranty.

5.3 By virtue of its right of warranty, the Buyer is entitled to request the repair or replacement of the Product, but the Seller is entitled to remedy the defective performance in any other way than the warranty claim chosen by the Buyer, if the fulfillment of the right of warranty is impossible or if the Seller has another warranty claim, comparing with its performance, it would result in a disproportionate additional cost, taking into account the value of the Product in its correct condition, the severity of the breach of contract, and the interest of the Buyer in fulfilling the warranty claim. If the Consumer wishes to replace the Product within 3 (three) working days of receipt of the Product due to a defect in the Product that prevents the Product from being used properly, the Seller may not decide to repair the Product, refer to a disproportionate additional cost. Replacement and repair, subject to the characteristics of the Product and the intended purpose of the Buyer, shall be carried out within a reasonable time, in the best interests of the Buyer. The Buyer expressly acknowledges and agrees that the Design Products are unique Products made by handicraft industry which, given the individual pieces, are not interchangeable. In the event of a warranty claim for design products, the Seller shall have the right to repair the Design Products or to remedy the Customer's claim as described in the following paragraph. The Seller shall endeavor to complete the replacement and repair within fifteen days, while the Buyer expressly acknowledges that replacement and repair may take longer. The expiration of the warranty claim for the Product affected by replacement or repair of the Product begins again. This rule should also be applied in the event of a new error resulting from the repair.

5.4 The Buyer may request from the Seller the delivery of the Purchase Price in proportion to the defective performance;

the fault may be repaired or repaired by the Seller at its own expense, or may be withdrawn from the Contract if the Seller has not undertaken the repair or replacement or if the Customer's interest in repair or replacement has ceased. eliminated. Due to an insignificant error, the Buyer is not entitled to withdraw. The Parties shall state that any defect that does not impede the proper use of the Product constitutes a minor defect.

5.5 The Buyer may switch from his / her chosen warranty right to another. You are required to pay the Seller the costs caused by the transition, unless the Seller has given a reason for the change or if the change was justified. Costs related to the performance of warranty obligations shall be borne by the Seller.

5.6 The Seller informs the Purchaser that the Product Manufacturer has a product warranty right for two years after the Product is placed on the market. When enforcing a product warranty claim, in the event of a Product Defect, the Consumer may require the manufacturer or Seller to repair the defect of the Product or, if repair is not possible within a reasonable time, without prejudice to the interests of the Consumer, to replace the Product. The Product is defective if it does not meet the quality

requirements of the Product when it was placed on the market by the manufacturer, or it does not have the properties described in the manufacturer's description. The Manufacturer is exempted from product liability if he proves that at the time of placing the Product on the market, the defect was not recognizable to the state of the art; or the Product is faulty due to the application of legislation or mandatory regulatory requirements

5.7 Sale of Products marketed by Seller is covered by the 151/2003 Collateral Statement for certain durable goods. (IX. 22.) are not covered by the compulsory guarantee. The Seller does not undertake any special warranty for the Products (especially the Design Products).

6. COMPLAINT MANAGEMENT PROCEDURE

6.1 The Seller shall inform the Buyer in writing of his complaint to the Seller by post or by e-mail (he may submit his complaint in writing. The written complaint shall be answered in writing by the Seller within 30 (thirty) days after receipt) The Seller shall give the reasons for the rejection of the complaint

6.2 The Seller draws the Consumer's attention to the fact that the dispute between the Consumer and the Seller concerning the quality, safety, product liability, quality of service and the conclusion and performance of the Contract between the Parties (hereinafter referred to as the "Consumer Dispute") is a dispute.) Out-of-court settlement and attempts to reach an amicable settlement for this purpose and, in the event of ineffectiveness, decision-making in the case may be addressed to the Consumer Conciliator for simple, fast, efficient and cost-effective enforcement of consumer rights. The Seller informs the Consumer that the conciliatory body competent for its seat is the Pest County Arbitration Board (headquarters: 1119 Budapest, Etele út 59-61, 2nd floor 240). The Seller shall be subject to the duty of cooperation in conciliation proceedings. In addition, the Consumer is entitled to initiate a procedure through the Online Dispute Resolution Forum for Consumer Litigation at the following link:

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

6.3 The Seller shall take a record of the Consumer's statement (hereinafter referred to as the "Protocol"). The Protocol shall contain the name, address and statement of the Consumer that agrees with the relevant provisions of the Protocol of 19/2014. (IV. 29.) NGM; the name of the Product sold under the Agreement between the Consumer and the Seller; the date of performance of the Contract by the Seller; the date when the error was reported; description of the error; the right to be enforced by the Consumer on the basis of his warranty or warranty claim. The Buyer expressly acknowledges and agrees that the Seller will investigate the complaint within 48 or forty-eight hours after the complaint has been notified and will notify the Buyer of the outcome of the investigation by email. Only the working days are counted when calculating the 48 hours.

6.4 If the Seller fails to fulfill its warranty or warranty obligation in a manner different from the right to be enforced by the Consumer, the Seller shall give the reasons for it. The Seller shall provide the

Consumer with a copy of the Protocol promptly and verifiably. The Seller shall retain the recorded Protocol for three years.

7. OTHER PROVISIONS

7.1 The present GTC and its interpretation are governed by the Hungarian and Hungarian rules of interpretation. There is no code of conduct in relation to the legal relationship (s) governed by this GTC, the Seller does not subject itself to the regulation of such code.

7.2 Any invalidity of any provision of the GTC shall not affect the validity of the rest of the GTC.

7.3 In matters not regulated by this GTC, the Civil Code shall be applied to the following matters: and other applicable laws.

Done: Budaörs, 2019 February 14.