# General Terms and Conditions

## Preamble

Welcome to our website! Thank you for choosing to place your trust in us when making your purchase!Please read this document carefully before finalising your order, as you must expressly accept these General Terms and Conditions before placing your order. They thereby become part of the contract between the Business and the consumer.If you have any questions about these General Terms and Conditions, use of the website, individual products or the purchasing process, or if you would like to discuss any special requirements, please contact our staff using the contact details provided!

## Legal notice

### DETAILS OF THE SERVICE PROVIDER (SELLER, BUSINESS)

Name: Kaló István, sole trader

Registered office: 3400 Mezőkövesd, Szomolyai út 92, Hungary

Mailing address: 3400 Mezőkövesd, Szomolyai út 92, Hungary

Registration authority: Mezőkövesd District Office

Registration number: 6399220

Tax number: 49471474-2-25

Representative: Kaló István

Telephone: +36-70-3395470

Email: kalogepszerviz@gmail.com

Website: https://www.kalohaz.hu

Bank account number: 11734107-29900095

### Hosting provider details

Name: Unas Online Kft.

Registered office: 9400 Sopron, Kőszegi út 14, Hungary

Contact: unas@unas.hu

## Definitions

Parties: the Seller and the Buyer collectively.Consumer: a natural person acting outside their trade, independent profession or business activities.The provisions on consumers in Chapter XXIV of the Hungarian Civil Code concerning defective performance also apply to micro, small and medium-sized enterprises within the meaning of the Act on Small and Medium-Sized Enterprises and the Promotion of Their Development, where they act outside their trade, independent profession or business activities.Consumer contract: a contract in which one of the parties is a consumer.Website: this website, which is used for concluding the contract.Contract: a sales contract concluded between the Seller and the Buyer using the Website and electronic correspondence.Means of distance communication: a means enabling the parties to make contractual declarations for the purpose of concluding a contract without being physically present together. Such means include, in particular, addressed or unaddressed printed forms, standard letters, advertisements in printed publications with order forms, catalogues, telephone, fax and devices providing internet access.Distance contract: a consumer contract concluded within an organised distance sales or service provision scheme without the simultaneous physical presence of the parties, using exclusively one or more means of distance communication for the purpose of concluding the contract.Product: any movable, marketable, tangible item included in the Website's offer and intended for sale on the Website, which is the subject of the Contract.Business: a person acting in the course of their trade, independent profession or business activities.Buyer/You: a person making an offer to purchase through the Website and entering into the Contract.Guarantee: in contracts concluded between a consumer and a business (hereinafter: consumer contracts), a guarantee under the Hungarian Civil Code, namely:(a) a contractual guarantee voluntarily undertaken by the business to ensure proper performance of the contract beyond or in the absence of its statutory obligations; and(b) a mandatory guarantee required by law.

## Applicable legislation

The Contract is governed by Hungarian law, in particular the following legislation: Act CLV of 1997 on Consumer Protection.Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services.Act V of 2013 on the Civil Code.Government Decree 151/2003 (IX. 22.) on Mandatory Guarantees for Consumer Durables.Government Decree 45/2014 (II. 26.) on Detailed Rules for Contracts between Consumers and Businesses.Ministry of National Economy Decree 19/2014 (IV. 29.) on Procedural Rules for Handling Warranty and Guarantee Claims for Goods Sold under Contracts between Consumers and Businesses.Government Decree 373/2021 (VI. 30.) on Detailed Rules for Contracts between Consumers and Businesses for the Sale of Goods and the Supply of Digital Content and Digital Services.Ministry of Justice Decree 10/2024 (VI. 28.) Defining the Categories of Consumer Durables Subject to Mandatory Guarantee.REGULATION (EC) No 593/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 17 June 2008 on the law applicable to contractual obligations (Rome I).REGULATION (EU) No 1215/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.Act LXXVI of 1999 on Copyright.Act CXX of 2011 on Informational Self-Determination and Freedom of Information.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.REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

## Scope and acceptance of the Terms

The content of the contract concluded between us is governed by these General Terms and Conditions (hereinafter: GTC), in addition to the provisions of applicable mandatory legislation. Accordingly, these GTC set out your rights and obligations and ours, the conditions for conclusion of the contract, performance deadlines, delivery and payment terms, rules on liability and the conditions for exercising the right of withdrawal.Technical information necessary for using the Website that is not included in these GTC is provided

in other information available on the Website.You must familiarise yourself with these GTC before finalising your order. Before purchasing through our online store, you must accept these GTC, which then become an integral part of the contract between you and the Seller and provide important information about your rights.

## Language and form of the contract

The language of contracts governed by these GTC is Hungarian.Contracts covered by these GTC are not considered contracts concluded in writing and are not filed by the Seller.These GTC can also be read, using the language-selection function, in the language of the destination country in the Member States to which the Business delivers. If there is a discrepancy between the Hungarian version and a translation into the selected language, the Hungarian version shall prevail, provided that this is not less favourable to the consumer.

## Prices

Prices are stated in Hungarian forints (HUF) and include Hungarian VAT at 27% where both the purchase and delivery take place in Hungary. For deliveries to Romania, Slovakia or Austria, where the Seller is legally required to apply the VAT of the destination Member State, the net price of the Product remains unchanged and the gross price payable is calculated using the VAT rate of the destination Member State. The online store displays the total amount payable before the order is finalised, and the price applicable to the country concerned is also shown on the product page after selecting the language. Prices are provided for information purposes. The Seller may change prices for commercial policy reasons. Price changes do not affect contracts already concluded. If the Seller has displayed an incorrect price, the provisions of the section "Procedure in the event of an incorrect price" of these GTC apply to contracts already concluded.

## Complaint handling and legal remedies

The consumer may submit complaints concerning the product or the Seller's activities using the following contact details:

- Telephone: +36/70/3395470
- Email: kalogepszerviz@gmail.com

The consumer may submit a complaint to the Business orally or in writing concerning acts, activities or omissions of the Business or persons acting on its behalf or for its benefit that directly relate to the marketing or sale of goods to consumers.

A complaint is therefore an objection raised by a consumer against the Business concerning acts, activities or omissions of the Business or a person acting on its behalf or for its benefit directly related to the marketing or sale of goods to consumers, seeking redress for an individual infringement of rights or interests, excluding statutory warranty, product-defect and guarantee claims.

Consumer complaint: enforcement of claims relating to statutory warranty, product-defect or guarantee rights. Complaint handling:

The consumer may submit a complaint orally or in writing to the Business.

The Business shall investigate an oral complaint immediately and remedy it as necessary.

If the consumer disagrees with the handling of the complaint or immediate investigation is not possible, the Business shall promptly draw up a written record of the complaint and its position on it.

The Business shall provide a copy of the record to the consumer as follows:

(a) in the case of an oral complaint made in person, by handing it over on the spot;

(b) in the case of an oral complaint made by telephone or another electronic communications service, by sending it at the latest with the substantive reply, except where the consumer has supplied incomplete information.

Oral complaints made by telephone or electronic communications services must be assigned a unique identification number by the Business.

The written record of a complaint shall include:

(a) the consumer's name and postal or email address;

(b) the place, time and method of submitting the complaint;

(c) a detailed description of the complaint and a list of documents and other evidence presented by the consumer;

(d) the Business's statement of its position on the complaint, where immediate investigation is possible;

(e) the signature of the person preparing the record and, except for oral complaints communicated by telephone or other electronic communication, the consumer's signature;

(f) the place and time the record was drawn up;

(g) the unique identification number of an oral complaint submitted by telephone or other electronic communications service; and

(h) a warning about the consequences of providing incomplete information.

Unless a directly applicable EU legal act provides otherwise, the Business must provide a substantive written response to a written complaint within 30 days of receipt in a verifiable manner and arrange for its delivery. A shorter period may be prescribed by legislation and a longer period by statute. The Business must give reasons for rejecting a complaint.

If the consumer fails to provide the information required under points (a) and (c) above when the record is drawn up, or refuses to sign the record, the Business may dispense with the relevant procedure when handling the oral complaint.

The Business must retain the record of an oral complaint or the written complaint, as well as a copy of its substantive response, for three years and produce them on request by the supervisory authority.

If a complaint is rejected, the Business must inform the consumer in writing of the authority or conciliation body to which the consumer may apply, depending on the nature of the complaint. The information must include the registered office, telephone number, website and mailing address of the competent authority and of the conciliation body responsible for the consumer's place of residence, stay or registered office. The Business has not made a general declaration accepting the jurisdiction of conciliation boards.

The Business may decline to investigate a repeated complaint by the same consumer that is substantively identical to a previous complaint already answered on its merits and contains no new information, or a consumer complaint submitted by an unidentifiable person.

### Enforcement of statutory warranty or guarantee claims:

When enforcing a statutory warranty or guarantee claim, the consumer must prove that the contract was concluded. If the Business disputes conclusion of the contract, it must inform the consumer of the possibility of making a complaint and the procedure for handling complaints in accordance with consumer protection legislation.

The conclusion of the contract is deemed proven if the consumer presents a document evidencing payment, namely an invoice or

receipt issued under VAT legislation.

The Business must draw up a record of any statutory warranty or guarantee claim submitted to it by a consumer, recording:

(a) the consumer's name and address;

(b) the name and purchase price of the movable goods sold under the contract between the consumer and the Business;

(c) the date on which the Business performed the contract;

(d) the date when the defect was reported;

(e) a description of the defect;

(f) the right the consumer wishes to exercise under their statutory warranty or guarantee claim; and

(g) except in the case provided for in paragraph (5), how the claim will be settled or the reasons for rejecting the claim or the right sought.

If the Business fulfils its statutory warranty or guarantee obligation in a manner different from the remedy requested by the consumer, the reason must be recorded.

The record must inform the consumer that, in the event of a consumer dispute, they may initiate proceedings before a conciliation board operated by the county (or Budapest) chambers of commerce and industry.

A copy of the record must be made available to the consumer immediately in a verifiable manner.

If the Business cannot determine at the time a statutory warranty or guarantee claim is reported whether it can be fulfilled, it must notify the consumer of its position within eight days in a verifiable manner, including, if rejecting the claim, the reasons and the possibility of approaching a conciliation board. If the Business engages a repair service to fulfil the claim, it must inform the consumer whether the claim can be fulfilled immediately after receiving the repair service's notification.

The Business must endeavour to complete repairs or replacement within no more than 15 days. If repair or replacement will take longer, the Business must inform the consumer of the expected duration. Subject to the consumer's prior consent, this notice may be provided electronically or by another means suitable for confirming receipt by the consumer.

### Complaints to consumer protection authorities.

If the consumer believes their consumer rights have been infringed, they may complain to the consumer protection authority competent for their place of residence. After examining the complaint, the authority decides whether to initiate consumer protection proceedings. First-instance consumer protection functions are performed by the relevant Budapest and county government offices, listed at http://www.kormanyhivatal.hu.

### Conciliation board

You have the right to submit consumer complaints against us. If we reject your complaint, you may contact the conciliation board competent for your place of residence or stay. A prerequisite for starting conciliation proceedings is that the consumer has first attempted to settle the dispute directly with the Business. At the consumer's request, the board designated in their application may act instead of the board otherwise competent.

The Business is obliged to cooperate in conciliation proceedings. Further information about conciliation boards is available at http://www.bekeltetes.hu.

Eight regional conciliation boards across Hungary assist consumers and businesses in resolving consumer disputes.

Baranya Megyei Conciliation Board

Address: 7625 Pécs, Majorossy Imre u. 36.

Telephone: (72) 507-154; (20) 283-3422

Chair: Dr. Gőbölös Réka

Website: www.baranyabekeltetes.hu

Email: info@baranyabekeltetes.hu; kerelem@baranyabekeltetes.hu

Borsod-Abaúj-Zemplén Megyei Conciliation Board

Address: 3525 Miskolc, Szentpáli u. 1.

Mailing address: 3501 Miskolc Pf. 376.

Telephone: (46) 501-090

Chair: Dr. Tulipán Péter

Website: www.bekeltetes.borsodmegye.hu

Email: bekeltetes@bokik.hu

Budapesti Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99.

Mailing address: 1253 Budapest Pf. 10.

Telephone: (1) 488-2131

Chair: Dr. Inzelt Éva Veronika

Website: www.bekeltet.bkik.hu

Email: bekelteto.testulet@bkik.hu

Csongrád-Csanád Megyei Conciliation Board

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

Telephone: (62) 554-250/118 extension

Chair: Dr. Horváth Péter Károly

Website: www.bekeltetes-csongrad.hu

Email: bekelteto.testulet@csmkik.hu

Fejér Megyei Conciliation Board

Address: 8000 Székesfehérvár, Hosszúséta tér 4-6.

Telephone: (22) 510-310

Chair: Dr. Csapó Csilla

Website: www.bekeltetesfejer.hu

Email: bekeltetes@fmkik.hu

Győr-Moson-Sopron Megyei Conciliation Board

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

Telephone: (96) 520-217

Chair: Dr. Bagoly Beáta

Website: www.bekeltetesgyor.hu/hu; www.gymsmkik.hu/bekelteto

Email: bekeltetotestulet@gymskik.hu

Hajdú-Bihar Megyei Conciliation Board

Address: 4025 Debrecen Vörösmarty u. 13-15.

Telephone: (52) 500-710; (52) 500-745

Chair: Dr. Hajnal Zsolt

Website: www.hbmbekeltetes.hu

Email: bekelteto@hbkik.hu

Pest Megyei Conciliation Board

Address: 1055 Budapest, Balassi Bálint utca 25. 4th floor 2.

Mailing address: 1364 Budapest, Pf.: 81

Telephone: (1) 792-7881

Chair: Dr. Nadrai Géza

Website: www.panaszrendezes.hu; www.pestmegyeibekelteto.hu

Email: pmbekelteto@pmkik.hu

**Court proceedings.**

The Contract is governed by Hungarian law.

You may enforce claims arising from consumer disputes before the courts in civil proceedings in accordance with Act V of 2013 on the Civil Code and Act CXXX of 2016 on Civil Procedure.

Unless otherwise provided by statute, a binding EU legal act or an international treaty, proceedings brought by a Business against a consumer to enforce a claim arising from a contractual relationship fall within the exclusive jurisdiction of the court for the defendant's domestic place of residence. If there is no domestic residence, jurisdiction is determined by the defendant's domestic place of stay; if that is unknown or abroad, their last domestic residence applies. If the last domestic residence cannot be established, general rules determine jurisdiction. Where several defendants are sued jointly, proceedings against all may be brought before the court competent for any defendant who is a consumer.

A consumer habitually resident in Romania, Slovakia or Austria may not be deprived of the protection afforded by provisions from which the law of their country of habitual residence does not permit derogation by agreement (Article 6(2) of Regulation (EC) No 593/2008). Consumers may bring contractual claims either before Hungarian courts or the courts of the Member State in which they reside; proceedings against consumers may be brought only before the courts of the Member State where the consumer resides (Article 18 of Regulation (EU) No 1215/2012).

## Resolution of cross-border consumer disputes

In the event of a cross-border consumer dispute relating to an online sales contract, particularly where the Buyer resides in Romania, Slovakia or Austria, the competent conciliation body under Section 18(5) of Hungarian Act CLV of 1997 on Consumer Protection is the Budapest Conciliation Board operating alongside the Budapest Chamber of Commerce and Industry (BKIK), the chamber designated by decree of the minister responsible for consumer protection.

Consumers residing in another EU Member State may request free information and assistance concerning their rights in cross-border purchases from the European Consumer Centre Hungary (www.magyarefk.hu) or from the European Consumer Centre in their own Member State.

## Copyright

Under Section 1(1) of Hungarian Act LXXVI of 1999 on Copyright (hereinafter: Copyright Act), the website constitutes a copyrighted work and every part of it is protected by copyright. Under Section 16(1) of the Copyright Act, unauthorised use of graphical and software solutions and computer programs on the website, and the use of any application capable of modifying the website or any part of it, is prohibited. Materials may be taken from the website or its database, even with the copyright holder's written consent, only with a reference to the website and acknowledgment of the source. The copyright holder is Kaló István, sole trader.The content, photographs and data appearing on the online store owner's pages are protected by copyright. Any form of copying, storage in information systems, publication on other websites or other use beyond personal use requires the prior written authorisation of the online store owner. This website may contain written, graphical or other works protected by the copyright of, among others, Shopmasters-Informatika Kft.

## Severability and code of conduct

If any provision of these GTC is legally incomplete or ineffective, the remaining provisions of the contract remain valid and the relevant statutory provisions apply in place of the ineffective or defective provision.The Seller has no code of conduct within the meaning of the legislation prohibiting unfair commercial practices towards consumers.

## Operation of digital content and technical safeguards

The servers providing the data displayed on the website have an annual availability exceeding 99.9%. All data is backed up regularly so that the original data can be restored in the event of a problem. Data displayed on the website is stored in MSSQL and MySQL databases. Sensitive data is stored using encryption of appropriate strength, with processor-integrated hardware support used for encryption.

## Product liability for defects

If movable goods sold by the Business to a consumer are defective, the consumer may require the manufacturer to remedy the defect or, if repair is not possible within a reasonable period without prejudice to the consumer's interests, to replace the product. A product is defective if it fails to meet the quality requirements in force when the manufacturer placed it on the market or does not possess the characteristics specified in the manufacturer's description.The producer and the distributor of the product are both considered manufacturers.The manufacturer is exempt from liability for product defects if it proves that:(a) it did not manufacture or distribute the product in the course of its business or independent professional activity;(b) the defect was not detectable in view of the state of scientific and technical knowledge when the product was placed on the market; or(c) the defect was caused by compliance with legislation or a mandatory official requirement.In the event of replacement, the manufacturer bears the statutory warranty obligation for the replacement product; in the event of repair, for the part of the product affected by the repair.The consumer must notify the manufacturer of the defect without delay after discovering it. Notification within two months of discovery is deemed to have been made without delay. The consumer is liable for damage resulting from late notification.The manufacturer is liable for product defects for two years from the date it placed the product on the market. Once this period expires, the right is forfeited.When asserting a product-defect claim, you must prove that the defect existed when the manufacturer placed the product on the market.Please note that you may pursue a statutory warranty claim against the Business and a product-defect claim against the manufacturer for the same defect simultaneously. If your product-defect claim is successful, subsequent statutory warranty claims concerning the replacement product or the repaired part may be pursued only against the manufacturer.

## Guarantee

### When may you exercise your guarantee rights?

In the event of defective performance, the Seller is obliged to provide a guarantee under Government Decree 151/2003 (IX. 22.) on mandatory guarantees for certain consumer durables.

This legislation applies to the guarantee obligations for new consumer durables (hereinafter: consumer goods) listed in the ministerial decree specifying the categories of consumer durables subject to mandatory guarantee, sold under contracts between a business and a consumer within the meaning of the Civil Code or a micro, small or medium-sized enterprise acting outside its trade, independent profession or business activities.

A micro, small or medium-sized enterprise acts outside its trade, independent profession or business activities where it purchases the consumer goods in the course of retail trade within the meaning of the Trade Act, regardless of whether the goods are recorded as business expenses.

Please note that under Section 2(1) of Government Decree 151/2003 (IX. 22.), the guarantee period is:

(a) two years for a selling price of at least HUF 10,000 but not exceeding HUF 250,000;

(b) three years for a selling price exceeding HUF 250,000.

The guarantee period begins on the date the consumer goods are delivered to the consumer or, where commissioning is carried out by the Business, its agent or another person authorised to commission the goods, on the date of commissioning. If commissioning takes place more than six months after delivery, the guarantee period begins on the date of delivery (Section 2(3) of Government Decree 151/2003 (IX. 22.)).

### What rights do you have under the guarantee, and within what time limits?

Government Decree 151/2003 (IX. 22.) on mandatory guarantees for certain consumer durables defines the cases in which a mandatory guarantee applies. The Seller does not provide a guarantee for Products outside its scope. Guarantee claims may be made during the guarantee period.

If the party obliged to provide the guarantee fails to meet its obligation within an appropriate period after being requested to do so by the entitled party, the guarantee claim may be brought before a court within three months after the expiry of the period specified in the request, even if the guarantee period has since expired. Failure to meet this deadline results in forfeiture of the right. Otherwise, the rules governing the exercise of statutory warranty rights apply to guarantee claims as appropriate.

If a consumer good has not been repaired by the 30th day following notification of the guarantee claim to the Business, the Business must, unless the consumer directs otherwise, replace it within eight days after the unsuccessful expiry of that 30-day period.

If replacement is impossible, the Business must refund the purchase price shown on the guarantee certificate or, failing that, on the invoice or receipt presented by the consumer as proof of payment for the consumer goods, within eight days after the unsuccessful expiry of the 30-day repair period.

If, during the guarantee period, the consumer good fails again after having been repaired three times, the Business must, unless the consumer directs otherwise, replace the good within eight days. If replacement is impossible, the Business must refund within eight days the purchase price shown on the guarantee certificate or, failing that, on the invoice or receipt presented by the consumer as proof of payment.

If during the guarantee period the Business determines that a defective consumer good cannot be repaired, it must, unless the consumer directs otherwise, replace it within eight days. If replacement is impossible, the Business must refund within eight days the purchase price shown on the guarantee certificate or, failing that, on the invoice or receipt presented by the consumer as proof of payment.

If the consumer requests replacement due to a defect within three working days from purchase or commissioning, the Business may not invoke disproportionate additional costs under Section 6:159(2)(a) of the Civil Code and must replace the consumer good within eight days, provided the defect prevents its intended use. If replacement is impossible, the Business must immediately refund the purchase price shown on the guarantee certificate or, failing that, on the invoice or receipt presented by the consumer as proof of payment.

Issuing a guarantee certificate is not mandatory if the price does not exceed HUF 100,000 (Section 3/A(1) of Government Decree 151/2003 (IX. 22.)). In that case, guarantee rights may be exercised using proof of payment (invoice or receipt). The guarantee obligation itself remains unaffected.

Consumer goods subject to mandatory guarantee under Government Decree 151/2003 that are permanently connected, weigh more than 10 kg or cannot be carried as hand luggage on public transport, excluding vehicles, must be repaired at their place of use. If repair at the place of use is impossible, the Business is responsible for dismantling, installation, collection and return transport.

The Seller is exempt from guarantee obligations only if it proves that the cause of the defect arose after performance.

Please note that you may pursue statutory warranty and guarantee claims, or product-defect and guarantee claims, simultaneously for the same defect. However, once you have successfully enforced a claim for defective performance in relation to a particular defect (for example, where the Seller has replaced the product), you cannot obtain a further remedy for that same defect on another legal basis.

Where the consumer good is repaired, the guarantee period is extended from the date on which the goods were handed over for

repair by the period during which you were unable to use them as intended because of the defect (Section 2(4) of Government Decree 151/2003 (IX. 22.)).

## Statutory warranty for defects

Your statutory warranty rights are governed by the Hungarian Civil Code. Accordingly, in the event of defective performance, you may assert a statutory warranty claim against the Business under the Civil Code.You may, at your choice, exercise the following statutory warranty rights:You may request repair or replacement, unless the remedy you choose is impossible or would entail disproportionate additional costs for the Business compared with another remedy. If you have not requested or could not request repair or replacement, you may seek a proportionate reduction in the price, remedy the defect yourself or have it remedied by another party at the Business's expense, or, as a last resort, withdraw from the contract. Before repairing or replacing a defective product, the Seller therefore informs you that you may choose between repair and replacement under your statutory warranty rights.However, in contracts between a consumer and a business for the sale of movable goods or the supply of digital content or digital services, you may not repair the defect yourself or arrange for repair by a third party at the Business's expense as an exercise of statutory warranty rights. You may switch from one chosen statutory warranty right to another, but you bear the costs of switching unless it was justified or the Business caused it.You must notify the defect without delay after discovering it and no later than two months after discovery. Please note that you may no longer exercise statutory warranty rights after the limitation period of two years from performance of the contract. In the case of used goods, this period is one year.You may assert your statutory warranty claim against the Business.Within one year of performance, you need only notify the defect and prove that the product or service was supplied by the Business to enforce your statutory warranty claim. After one year from performance, however, you must prove that the defect you discovered was already present at the time of performance.If the product is brought into conformity by repair, the limitation period for statutory warranty claims is extended once by twelve months (Section 13(4) of Government Decree 373/2021 (VI. 30.), for contracts concluded after 31 July 2026).You are also entitled, in proportion to the seriousness of the breach, to seek a proportionate price reduction or to terminate the contract if the Seller has failed or refused to repair or replace the goods; if a lack of conformity recurs despite the Seller's attempt to bring the goods into conformity; if the defect is so serious as to justify an immediate price reduction or immediate termination; or if the Seller has not undertaken to bring the goods into conformity or it is clear from the circumstances that it will not do so within a reasonable time or without significant inconvenience to you. If you wish to terminate the contract due to defective performance, the burden of proving that the defect is minor rests with the Seller (Section 12(2)-(3) of Government Decree 373/2021 (VI. 30.)).You may withhold part or all of the outstanding purchase price, proportionate to the seriousness of the breach, until the Seller fulfils its obligations relating to defective performance (Section 12(4) of Government Decree 373/2021 (VI. 30.)).If repair or replacement requires the removal of a product installed in accordance with its nature and purpose before the defect became apparent, repair or replacement includes removing the non-conforming product and installing the repaired or replacement product, or bearing the related costs. The Seller shall take back the replaced product at its own expense (Section 13(3) of Government Decree 373/2021 (VI. 30.)).

## Further information

### Information on the essential characteristics of the products

Information on the essential characteristics of products available for purchase is provided in the description of each product on the Website. Where supplied by the manufacturer to the Seller, the product description includes the product's repairability score or, failing that, information on the availability, estimated cost and ordering arrangements for spare parts needed to maintain conformity, the availability of repair and maintenance instructions and factors restricting repair.

### Correction of data-entry errors - Responsibility for the accuracy of information supplied

You may amend the information you have entered at any time during the ordering process before finalising your order (clicking the browser's Back button opens the previous page, allowing data to be corrected even after proceeding to the next page). Please note that you are responsible for providing accurate information, as the product will be invoiced and delivered on the basis of the information you supply. By placing an order, you acknowledge that the Seller may charge you for any damage and costs arising from incorrect or inaccurate information provided by you. The Seller excludes liability for performance based on inaccurate information. Please note that an incorrect email address or a full email inbox may prevent delivery of the confirmation and therefore prevent conclusion of the contract.

### Procedure in the event of an incorrect price

The Seller is not responsible for manifestly incorrect prices displayed despite its due care and/or as a result of an IT system error.

An obviously incorrect price includes:

- a price of HUF 0;
- a discounted price showing an incorrect discount, for example a product normally priced at HUF 1,000 offered at HUF 50 while indicating a 20% discount.

## Use of the website, ordering and purchasing process

### Selecting a product

Customers can select and order products from the online store. Clicking on a selected product displays its detailed description. To purchase it, the customer adds it to a virtual shopping basket by clicking "Add to basket". By clicking the basket icon or the pop-up "Continue to basket" button, customers can view their selected products, the total invoice amount and the delivery costs. They can check their order, particularly prices and quantities, and make any necessary changes. The basket automatically calculates the total order amount.

### Placing an order

Once you are satisfied with the quantities in your basket, have checked the total and wish to purchase the products, click the "Order" button. Before pressing "Order", you must acknowledge that your order entails an obligation to pay and accept these GTC. You can also purchase without registration. There are three options: log in as an existing registered customer, register as a new customer or purchase without registering. If you have purchased from our store before, enter the email address and password used when registering. To register as a new customer, enter the information required for the purchase; the system stores this so you need only log in next time. To purchase without registration, enter your billing and delivery addresses. In the next step, select your preferred delivery method.

Then select a suitable payment method. If you agree with the order details, click the "Order" button to submit the order.

### Finalising the order (making an offer)

After checking that the basket contains the products you wish to order and that your information is correct, finalise your order by clicking "Order". Information on the Website does not constitute an offer by the Seller to enter into a contract. For orders covered by these GTC, you are the party making the offer.

By pressing "Order", you expressly acknowledge that you have made an offer and that, if it is accepted by the Seller in accordance with these GTC, your declaration entails an obligation to pay. Your offer remains binding for 48 hours. If the Seller does not confirm acceptance within 48 hours as provided in these GTC, you are released from the obligation arising from your offer.

### Processing orders and conclusion of the contract

Orders are processed in two stages. You may place an order at any time. First, you receive an automatic acknowledgement confirming only that your order has been received through the Website. This acknowledgement does not constitute acceptance of your offer. If you discover that the automatic acknowledgement email contains incorrect information (such as your name, delivery address or telephone number), you must notify us immediately by email and supply the correct details. If you do not receive the automatic acknowledgement within 24 hours of placing your order, please contact us, as it is possible that your order has not reached our system for technical reasons.

After you submit your offer, the Seller confirms its acceptance in a second email. The contract is concluded when the confirmation email sent by the Seller becomes accessible in your email system (second confirmation).

### Payment methods:

Bank transfer

The price of ordered products may also be paid in advance by bank transfer. The details required for transfer are:

- Beneficiary: Kaló István, sole trader
- Bank account number: 11734107-29900095
- Tax number: 49471474-2-25
- Sole trader registration number: 6399220

If bank transfer is selected, the Service Provider sends a payment request to the Buyer. The order ID must be indicated in the payment reference. The order is fulfilled after the purchase price has been received.

For transfers from abroad (another EU Member State), the international bank details are:

IBAN: HU79 1173 4107 2990 0095 0000 0000;

SWIFT/BIC code: OTPVHUHB;

Bank: OTP BANK NYRT.

The purchase price and delivery fee must be paid in Hungarian forints (HUF). The Buyer bears bank transfer and currency conversion charges. If these charges mean that the purchase price and delivery fee are not received in full, the Seller may request payment of the shortfall.

Cash or card payment on delivery

For domestic deliveries, the Buyer may pay for the order upon receiving the goods in cash or, depending on the selected delivery method, by bank card.

At GLS parcel lockers, cash-on-delivery payments can only be made by bank card.

Any cash-on-delivery handling fee is shown separately by the online store before the order is finalised.

Online payment by bank card

Online card payments and other electronic payment options are provided by Barion Payment Zrt.

The Service Provider does not receive the card data used for payment. Barion Payment Zrt. is a payment institution supervised by the National Bank of Hungary, licence number H-EN-I-1064/2013.

Cofidis Express online store financing

Cofidis Express online store financing offered in the online store allows the purchase price of ordered products to be financed by a loan.

Financing and credit assessment are provided by Cofidis. Applications are submitted through the online credit application interface.

Cofidis provides details of the credit product, the annual percentage rate (APR), instalments and eligibility conditions.

For orders with a foreign delivery address (Romania, Slovakia or Austria), only online card payment and advance bank transfer are available. Cash on delivery and Cofidis financing are not available for foreign delivery addresses. If personal collection is selected, foreign Buyers have the same payment options as Buyers in Hungary.

### Collection methods and delivery charges

Products ordered from the KaloHáz online store are delivered within Hungary by Express One, GLS and MPL couriers and, for certain products, by our own vehicle.

Products are delivered to Romania, Slovakia and Austria exclusively by Express One international home delivery. Delivery to other countries is currently unavailable.

Availability of delivery methods depends on the dimensions, total weight and nature of the ordered products and the delivery address.

Current delivery charges applicable on the order date, for both domestic and international deliveries, can be found by clicking "Delivery" in the grey strip at the bottom of the Website's home page, broken down by courier and weight.

Prices listed under "Delivery" are gross amounts inclusive of VAT. Weight-based charges are calculated on the total weight of ordered products.

Delivery is subject to the terms and parcel-size restrictions of the carrier performing the delivery.

A delivery service can only be used for consignments within the size and weight limits supported by the selected collection location.

Parcel points and lockers may have different size and weight restrictions; not all parcels can be delivered to every location or by every carrier.

The available collection methods for a particular order are displayed during checkout.

Free domestic delivery

Where the KaloHáz online store offers a free domestic delivery option for orders worth HUF 50,000 or more, that option is displayed during checkout.

Free delivery applies only to delivery methods displayed as free during checkout. Certain delivery methods may be subject to

different conditions due to the size, weight or special transportation needs of the product.

The delivery fee and any cash-on-delivery handling fee are separate charges. Charges applicable to the order are shown before it is finalised.

Delivery using our own vehicle

KaloHáz may deliver Husqvarna lawn tractors, Riders and certain large garden and construction machines using its own vehicle.

Where necessary during delivery, our qualified staff professionally commission the machine and demonstrate its proper, safe use.

Some Husqvarna machines are assembled, commissioned and tested before shipping, then handed over to the courier in suitable packaging.

Buyers are informed about the availability and any costs of delivery using our own vehicle before finalising their order.

International delivery - Express One home delivery (Romania, Slovakia, Austria)

Express One delivers ordered products to the Romanian, Slovak or Austrian delivery address provided by the Buyer. Only home delivery is available for addresses abroad; we do not deliver abroad to parcel points or lockers or by our own vehicle.

The gross charge for international delivery varies according to the total weight of the products and the destination country.

Current international delivery charges applicable on the order date can be found by clicking "Delivery" in the grey strip at the bottom of the home page, broken down by courier and weight.

International deliveries are subject to Express One's current international carriage conditions and size and weight limits. Free delivery for orders over HUF 50,000 applies exclusively to domestic deliveries, not to international deliveries.

Products exceeding Express One's international size or weight limits, particularly large garden and construction machinery, are not delivered abroad. Such products may be collected in person at our Mezőkövesd store or, by prior agreement, the Buyer may arrange collection at their own expense.

Personal collection

Products ordered online may also be collected in person from the KaloHáz store in Mezőkövesd.

Collection address: 3400 Mezőkövesd, Szomolyai út 92, Hungary.

Opening hours:

- Monday-Friday: 8:00-17:00
- Saturday: 8:00-12:00

No delivery fee is charged for personal collection.

Display of delivery and payment charges

Before the order is finalised, the online store informs the Buyer of the charge for the chosen delivery method, any applicable cash-on-delivery handling fee and the total amount payable.

Buyers can check delivery and payment conditions before finalising their order.

### Performance deadline

The general deadline for fulfilment is no more than 30 days from confirmation of the order. This delivery period is indicative; any deviation will be communicated by email.

### Reservation of rights and retention of title

If you have previously ordered a product but failed to accept delivery (excluding cases in which you exercised your right of withdrawal), or the product was returned to the Seller marked "unclaimed", the Seller may make fulfilment of your order conditional on advance payment of the purchase price and delivery charges.

The Seller may withhold delivery of the Product until it has confirmed that payment has been successfully completed using the electronic payment solution (including where the Buyer pays by bank transfer in their own Member State's currency and the Seller does not receive the purchase price and delivery fee in full due to exchange rates, bank commissions or charges). If payment for the Product has not been received in full, the Seller may request payment of the outstanding balance.

## Information on the consumer's right of withdrawal

Government Decree 45/2014 (II. 26.) on the detailed rules for contracts between consumers and businesses regulates the RIGHT OF WITHDRAWAL available to consumers in distance contracts and off-premises contracts.

Under the definitions in the Decree, a consumer is a consumer as defined in the Civil Code, i.e. a natural person acting outside their trade, independent profession or business activities.

Under Section 20 of Government Decree 45/2014 (II. 26.), consumers have the right to withdraw without giving any reason. The consumer may exercise this right:

(a) in the case of a contract for the sale of goods:

(aa) for a single product, from delivery of that product;

(ab) where multiple products are sold and delivered separately, from delivery of the last product;

(ac) for goods consisting of multiple lots or pieces, from delivery of the last lot or piece;

(ad) where goods are to be delivered regularly over a specified period, from delivery of the first item;

within 14 days from the date on which the consumer or a third party other than the carrier and indicated by the consumer takes possession of the goods.

This does not affect the consumer's right to exercise the right of withdrawal between the date of conclusion of the contract and the date of taking possession of the goods.

If the consumer made the offer to conclude the contract, the consumer may withdraw the offer before the contract is concluded, thereby ending the binding effect of the offer.

### Withdrawal declaration and exercising the right of withdrawal or termination

The consumer may exercise the right under Section 20 of Government Decree 45/2014 (II. 26.) by making an unequivocal declaration or by using the model withdrawal form downloadable from the following website.

For distance contracts, the consumer may also exercise the right of withdrawal using the "withdraw from contract" function continuously available on the Website throughout the withdrawal period.

You may send the declaration of withdrawal by post or email to the following address, using the sample below if desired:

Name: Kaló István, sole trader

Registered office: 3400 Mezőkövesd, Szomolyai út 92, Hungary

Email: kalohazkft@gmail.com

## Model withdrawal/termination form

(complete and return this form only if you wish to withdraw from the contract)

To: Kaló István, sole trader, 3400 Mezőkövesd, Szomolyai út 92, Hungary; email: kalohazkft@gmail.com

I/We hereby give notice that I/we withdraw from/terminate my/our contract for the sale of the following goods or for the provision of the following service:

Date of contract/date of receipt:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is submitted on paper):

Date:

## Validity of the consumer's withdrawal declaration

The right of withdrawal is exercised in time if the consumer sends the declaration before the deadline. The period is 14 days. The consumer bears the burden of proving that the right of withdrawal was exercised in accordance with these provisions.

After becoming aware of the consumer's withdrawal declaration, the Seller shall without undue delay send an acknowledgement of receipt on a durable medium (for example by email), stating the content of the withdrawal and the date and time it was received.

## Obligations of the Seller when the consumer withdraws

Seller's obligation to refund

If the consumer withdraws in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller shall refund all amounts paid by the consumer as consideration, including performance-related costs such as delivery charges, within 14 days of becoming aware of the withdrawal. Please note that this does not cover additional costs resulting from the consumer choosing a delivery method other than the least expensive standard delivery offered.

Method of refund by the Seller

When the consumer withdraws or terminates in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller shall refund the amount due using the same payment method as the consumer originally used. Another payment method may be used with the consumer's express consent, provided this entails no additional charges for the consumer. The Seller is not responsible for delays caused by an incorrect or incomplete bank account number or postal address supplied by the consumer or the consumer's failure to provide such details.

Additional costs

If the consumer expressly selects a method of delivery other than the least expensive standard delivery offered, the Seller is not obliged to reimburse the additional costs. In that case, our refund obligation is limited to the standard delivery charge stated.

Right of retention

The Seller may withhold the refund until the consumer has returned the goods or provided conclusive proof that they have sent them back, whichever occurs first. We cannot accept parcels sent cash on delivery or with postage due.

## Obligations of the consumer upon withdrawal or termination

Return of products

If the consumer withdraws in accordance with Section 22 of Government Decree 45/2014 (II. 26.), they must return the product or hand it over to the Seller or a person authorised by the Seller to receive it without undue delay and no later than 14 days after communicating the withdrawal. The return deadline is met if the consumer sends the product before the period expires.

Costs of returning products

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

For products which by their nature cannot be returned by ordinary post, in particular lawn tractors, Riders and other large machinery, you bear the direct return costs. The expected amount also depends on the distance between your residence/registered office and the Business's registered office.

For distance contracts, where the Business also sells goods at its premises and the consumer exercises the right under Section 20 in person at those premises, the consumer is entitled to return the goods to the Business at the same time.

Consumer's liability for diminished value

The consumer is liable for any reduction in the value of the goods resulting from handling beyond what is necessary to establish their nature, characteristics and functioning.

## The right of withdrawal cannot be exercised in the following cases

The Seller expressly draws your attention to the fact that the right of withdrawal cannot be exercised in the cases set out in Section 29(1) of Government Decree 45/2014 (II. 26.):

(a) for service contracts after the service has been fully performed, provided, where the contract entails a payment obligation for the consumer, that performance began with the consumer's express prior consent and acknowledgement that the right of withdrawal would be lost once the Business fully performed the contract;

(b) goods or services whose price depends on fluctuations in the financial market beyond the Business's control which may occur during the period provided in Section 20(2);

(c) goods not prefabricated and made to the consumer's specifications or on their express request, or goods clearly personalised for the consumer;

(d) goods liable to deteriorate or expire rapidly;

(e) sealed goods not suitable for return for health protection or hygiene reasons once unsealed after delivery;

(f) goods which, after delivery, are by their nature inseparably mixed with other items;

(g) alcoholic beverages whose actual value depends on market fluctuations beyond the Business's control, where the price was agreed at conclusion of the sales contract and delivery can take place only after 30 days from conclusion;

(h) except for the case referred to in paragraph (2), contracts under which the Business visits the consumer at the consumer's

express request to carry out urgent repairs or maintenance;

(i) sealed audio or video recordings and sealed computer software where the consumer has unsealed them after delivery;

(j) newspapers, periodicals and magazines, except subscription contracts;

(k) contracts concluded at public auctions;

(l) contracts for accommodation other than residential purposes, transport of goods, car rental, catering or services related to leisure activities where the contract provides for a specific date or period of performance;

(m) digital content not supplied on a tangible medium where performance began with the consumer’s express prior consent and simultaneous acknowledgement that they would lose the right under Section 20 once performance began, and the Business provided confirmation in accordance with Section 12(2) or Section 18.

In the case referred to in point (h), the right under Section 20 extends to services or goods provided in addition to the services expressly requested by the consumer and replacement parts used to carry out maintenance or repairs.

In the cases referred to in points (a)-(c) and (e), the consumer may exercise the right under Section 20 if the contract was concluded in the course of off-premises trading or sales at a product demonstration as defined in the Trade Act.

Dated: Mezőkövesd, 17 November 2026.