

General Terms and Conditions

DEFINITIONS AND INTERPRETATIONS

1.1 In these terms and conditions:

Reference to "we" and "us" is a reference to Eb-őrző Kft.

Reference to "you" is a reference to the purchaser of the Goods from us.

"Contract" means the contract between us for the sale and purchase of the Goods which incorporates these Terms.

"Goods" means the [description of goods] and other items purchased by you from us.

"Terms" means these terms and conditions.

1.2 These Terms are the only terms and conditions on which we contract for the sale of Goods and they form an integral part of the Contract between us. If we agree to vary any of the terms, the variation must be in writing confirmed by our duly authorised representative and by you.

PRICE

2.1 The price of Goods quoted on our website includes VAT (Value Added Tax), that rate is 27 %. Where VAT is not included in the price, it will be added and payable by you at the appropriate rate.

2.2 The cost of packaging and postage/carriage is calculated by the total order weight and shown separately and (in the case of special or overseas orders) will be quoted by us on request and payable separately from the price of the Goods.

2.3 All published prices are subject to change at any time without notice.

ORDERING GOODS ONLINE

3.1 You warrant to us that all information which you are required to provide when ordering Goods online is accurate and complete in all respects at the time of the order and that this information relates to you/the person placing the order and not to any third party.

3.2 When an order is made online, the order confirmation issued by the company clearing the credit/debit card payment does not constitute acceptance of your order by us. We reserve the right to check any discrepancies and an order will only be confirmed when it is verified by us.

3.3 Any error in any ordering process due to technical or other reasons beyond our control entitles us not to treat the order as being binding on us.

PRIVACY

If you place an order, you will have to provide personal information to us. We will not disclose that information to any third party without your consent, except for the purpose of processing the order and arranging delivery.

PAYMENT

5.1 All payment for Goods and for the cost of packaging and delivery must be made before the Goods are delivered.

5.2 Payment online will be made by credit or debit card. In all cases, delivery will not occur until we are satisfied that the payment has been made.

DELIVERY

6.1 We will give you an estimated delivery date for the Goods but no times or dates provided by us are guaranteed.

6.2 We will arrange for packing and we will decide on the method of delivery either by post, courier or otherwise.

6.3 You must notify us promptly and in any event within 48 hours or receipt of any Goods if they appear to be damaged in transit. In those circumstances, you must also keep all packaging as this may be required when making a claim.

CANCELLATION

7.1 You will have a right to cancel an order within 14 working days from the date that you receive the Goods. Cancellation must be confirmed to us by notice in writing.

7.2 You must take reasonable care of all Goods in your possession and return them to us, appropriately packaged to avoid damage, within 14 days from the cancellation date. We reserve the right to arrange collection, in which case you will be responsible for collection charges.

7.3 We will refund the purchase price to you within 30 days of the cancellation notice but we reserve the right to charge a restocking fee and any other reasonable costs we incur in connection with the return of the Goods.

7.4 In the case of Goods which are made and supplied to your specification or which have been personalised for you, you will not have the right to cancel the Contract.

WARRANTIES AND LIABILITY

9.1 We warrant to you that the Goods ordered by you will meet the description as shown on our website (or any other description given to you in writing).

9.2 We will not have any responsibility for any damage which occurs to the Goods after delivery.

9.3 If any defect in any Goods appear within [6 months] of delivery, you must notify us as soon as you become aware of the defect, giving us full details. We will then decide, in consultation with you, whether the defect is our responsibility. If so, we may arrange either to repair the defective Goods or to replace them with similar Goods. Any defective Goods to be returned to us must be returned at your expense.

9.4 We will not accept any responsibility for any wear and tear, accidental damage or failure by you or by any third party to adhere to any written recommendation provided in relation to the Goods.

9.5 Liability to you for loss or damage shall under no circumstances exceed the total amount you have paid us for those Goods. (However, we acknowledge that we cannot exclude legal liability for death or personal injury which is proved to be due to our

negligence).

NOTICES

10.1 If you wish to give us any notice relating to a matter covered by these Terms, whether you telephone us or not, you must confirm that notice in writing. In the case of email notices, these are to be sent to eborzo@eborzokft.hu and you must send them so as to return an acknowledgement of receipt. Notice may be sent by first class post to EB-ORZO Kft . city: Debrecen street: György utca 16/b zip code: 4033 Hungary

CUSTOMER DEFAULT

If you:

- give us any incorrect personal information, or
- fail to make any payment when it is due, or
- cancel any payment, or
- become insolvent, or
- commit any breach of these Terms

then, in any of those events, we have the right to cancel the Contract and recover possession of any Goods which have been supplied for which payment has not been received in full.

FORCE MAJEURE

We will not have any liability to you if we are prevented from performing any of our obligations on account of any circumstances beyond our reasonable control including, but not limited to, fire, flood, act of nature, terrorism, war, internet disruption, power failure, strike or difficulty in obtaining materials and/or labour. In any of these circumstances we reserve the right to cancel (or, at our option, to suspend) the Contract.

GENERAL

13.1 Severance: If any provision in these Terms is held by a court to be unenforceable, that will not affect the remaining provisions of the Terms.

13.2 Entire Agreement: These Terms govern our relationship with you and in accepting them, you confirm that no other arrangement, agreement or representation applies.

13.3 Assignment: We reserve the right to assign any of our rights or obligations under the Contract to a third party on the basis that the existing contractual terms will become the responsibility of that third party. You will not be able to assign any of your rights or obligations without first getting our written consent.

INTELLECTUAL PROPERTY

Where the Goods include designs or works of art, these are prepared by a designer or artist who owns the copyright in those works. You have no right to make any copies or adaptations of any of those Goods.

DISPUTES

15.1 If there is a dispute which we cannot settle by direct negotiation, we may require that it is referred to mediation before any legal proceedings are commenced. In that event, the mediation will be conducted in accordance with the CEDR (Centre for Effective Dispute Resolution) mediation rules current at the date of the dispute.

15.2 Any dispute between us will be finally determined by the Hungarian courts and you agree to submit to the jurisdiction of those courts.

GOVERNING LAW

These Terms and the Contract between us are governed by Hungarian law.