

General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as: GTC) regulate the rights and obligations of Budapest Transport Privately Held Company (hereinafter: BKV Zrt.) and the Customer (hereinafter: Customer) using the e-commercial services provided by BKV Zrt. through its website www.bkv.hu. (BKV Zrt and the Customer hereinafter collectively referred to as Parties). These GTC regulate all legal transactions and services ensured through www.bkv.hu independent from its performance is provided from Hungary or abroad, by BKV Zrt or its intermediaries.

Company details of BKV Zrt.:

Name: BKV Zrt.

Official seat: 1072 Budapest, Akácfa utca 15.

Company register number: 01-10-043037

Tax ID: 12154481-4-44

Group ID: 17781372-5-44

Postal address: 1980 Budapest Pf. 11.

Phone: +36/1-461-6500/11-951

Registration number for mail-order business activity issued by the Mayor's Office of Budapest 7th District Municipality (Commercial Department): 4477/A-1

Data Protection ID of the Service Provider at the National Data Protection and Information Freedom Authority: 01839-0016

Name of hosting service provider: BKV Zrt.

Seat of hosting service provider: 1072 Budapest, Akácfa utca 15.

E-mail address of hosting service provider: bkv@bkv.hu

These GTC are permanently available at: <http://www.bkv.hu/ftp/webshop/aszf> and can be downloaded from: <http://www.bkv.hu/ftp/webshop/aszf.pdf>

1. GENERAL INFORMATION, THE CONTRACT

- 1.1.** The issues not regulated in these GTC and the interpretation of these Rules shall be governed by Hungarian law, in particular with regard to the provisions of Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on certain issues of electronic commerce services and information society services, as well as the provisions of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.
- 1.2.** These GTC regulate all electronic commercial transactions on the territory of Hungary which take place through the electronic shop (hereinafter: Webshop) which can be found at www.bkv.hu website (hereinafter: BKV Zrt. Website)
- 1.3.** Purchase in BKV Zrt.-Webshop can be carried out by placing orders electronically.
- 1.4.** The order is subject to registration. The condition of registration is that the person registering (hereinafter referred to as the "Customer") accepts the [data protection declaration](#) of BKV Zrt. The data is provided on a voluntary basis and is processed by BKV Zrt. only to the extent necessary for the proper provision of the service and in accordance with the data protection declaration.

- 1.5. The Parties agree that the communication through the e-mail address of the Customer, which is among the registration or order details of the Customer, is deemed to be written communication and the mail sent to the e-mail address of the Customer is deemed to be received.
- 1.6. The prices indicated in BKV Zrt.-Webshop are gross sums, which contain VAT. In case of delivery by courier service the transportation fee and the price of cash on delivery will be charged separately. The indicated prices include the cost of any packaging.
- 1.7. Before placing the order, the Customer is entitled to withdraw from the purchase at any time in the process of ordering, or to modify his or her data and to replace or cancel the products in the shopping cart.
- 1.8. By filling out and submitting an order sheet, a contract is concluded between BKV Zrt. and the Customer.
- 1.9. Prior to the delivery, BKV Zrt. may check the order by contacting the Customer on the phone number provided.
- 1.10. BKV Zrt. reserves the right to cancel the already confirmed orders if the Customer cannot be reached on the telephone number provided at registration within 3 working days after the order confirmation date, even if BKV Zrt. tries to reach the Customer daily. BKV Zrt. shall send a notice of cancellation of the order to the e-mail address of the Customer provided at the time of registration, which shall be deemed to be a mutual withdrawal from the contract by the Parties.
- 1.11. Home delivery by courier service is only available for shipping to a delivery address in Hungary. Products ordered will be delivered by MPL courier service.
- 1.12. Customer Service of BKV Zrt.-Webshop
Address: 1072 Budapest, Akácfa utca 22.
Opening Hours:
From Tuesday till Thursday: 10.00 – 15.00;
Friday: 7.30 – 14.00;
Phone: +36 70 390 9483
E-mail: webshop@bkv.hu

2. REGISTRATION

Personal data

Personal data include the Customer's data provided at the registration, data procession is based on consent. The system stores the data provided at registration, thus it is not necessary to provide them repeatedly. If the Customer wishes to modify his/her data, after logging in he/she can modify or amend his or her datasheet (by clicking on 'Edit data' in User account).

3. THE PURCHASE PROCESS

3.1. Selecting products, adding them to Cart

The image beside the souvenirs is only illustration.

Click on the name or image of the souvenir to view its larger image.

After entering the number of items and any additional parameters, click on the "Add to cart" button to add the item to your cart. If you wish to buy more items, click on 'WEBSHOP' button then you can select from the list of products again.

3.2. Cart

The number of items can be changed by overwriting the figures or by using arrows up and down arrows in column Quantity (or Details).

The entire item can be deleted by clicking on the red "X" at the end of the rows.

Continue by clicking 'Order' button.

3.3. Modifying the delivery and billing address, invoicing

When placing an order, the delivery and billing address emerges as indicated at registration. In case you wish to modify it, you can do it by modifying the appropriate fields.

Invoicing:

Natural persons, legal entities as well as organizations without legal entity can purchase, thus an invoice can be issued at any cases.

If the Customer asks for an invoice, he/she has to tick the box provided.

Issuing the invoice:

Personal pick-up:

- if you choose personal collection, you have to indicate your invoice request before payment at the pick-up point. The invoice will be issued for the time and date of the collection.

Delivery by courier service – if payment is made by bank transfer or by credit card:

- the invoice, including also the delivery fee, will be packaged together with the product(s).

Delivery by courier service – cash on delivery:

- the invoice, including also the delivery fee plus the charge for cash-on-delivery, will be packaged together with the product(s).

3.4. Pick-up, payment

When placing an order, you can choose the methods of pick-up and payment.

a) Personal collection

After confirming the order via phone or e-mail, the Customer has 5 working days to pick up the ordered product(s) which is possible at the indicated location within opening hours.

The price of the product(s) shall be paid in cash at the time and place of the pick-up.

b) Delivery by courier service

Our products are delivered by MPL courier service to the indicated address.

The delivery will take place after the order has been confirmed by telephone.

If the first delivery attempt is unsuccessful, the courier service leaves a notice about the arrival of the package and the delivery attempt, then repeats the delivery on the next working day. If the second delivery attempt is unsuccessful, MPL leaves another notice at the address indicating the post office and the retention time, where and within which the Customer can collect the package. The Customer shall be deemed to have withdrawn from the contract if the Customer does not collect the package after the second delivery attempt at the place and time indicated on the notice placed by MPL. Following the day indicated on the notice, MPL transports the package back to BKV Zrt.-Webshop. In this case BKV Zrt. will refund the sum paid by the Customer within 30 days, but will deduct the costs incurred in respect of the delivery and return of the product.

On delivery, the Customer shall examine the parcel in the presence of the courier and in case of any damage of the packaging or the product(s) the Customer shall request a report to be made.

To ensure a smooth delivery, the phone and e-mail contact details of the Customer will be provided to the courier service.

Payment options in case of home delivery by courier service:

- Cash on delivery
The price of the product and the charges of delivery and cash on delivery shall be paid to the courier.
- Payment by credit card
The price of the product and the delivery charge is paid online when the order is placed on the safe website of OTP Bank Nyrt. by credit card.
- Remittance
The payment is made by bank transfer to the bank account number indicated in the e-mail confirming the order.

Mandatory in the communication box:

WS and **order identification number** (without this, the matching of the ordered product(s) and the Customer is difficult, uncertain, cannot be guaranteed)

The products will be shipped after receipt of the payment and on the basis of telephone agreement.

In case the payment for the price of the ordered product(s) and the delivery is not received within 5 working days of placing the order, the order will be cancelled, about this a notice will be sent to the e-mail address provided.

3.5. Comment

In the Comment field it is possible to enter any further details or requests which were not possible to fill in the order form.

Continue with 'Next' button.

- 3.6.** The Customer may correct any data entry errors at any stage of the ordering process any time until the order is placed.

3.7. Finalizing and submitting the order

The Customer may check all the data provided by him/her at the point 'Approval'. Changes can be made by clicking on "Back" button.

By accepting the GTC (by clicking in the checkbox), the Customer acknowledges that by submitting the order, a contract is concluded between BKV Zrt. and the Customer, which also creates a payment obligation for the Customer.

Clicking on button 'Submit Order' the order will be submitted. Choosing payment by credit card, instead of 'Submit Order' 'Proceed to Credit Card Payment' appears and you can complete the payment by clicking it. Then the program directs the Customer to the secure page of the bank. After the payment has been performed, the program will return to BKV Zrt.-Webshop, where a notice 'Successful order' appears.

4. SUBMITTED ORDER

After submitting the order, the Customer receives a confirming e-mail to the e-mail address provided, which confirms the data and ID of the order.

Orders are processed between 7.30 and 14.00 on working days. Orders arriving outside this time frame will be processed on the first working day after receipt.

If necessary, our colleague contacts the Customer within the next two working days through phone for further consultation.

Due to quick changes in the stock, in exceptional cases it is possible to order some products which are out of stock. For such mistakes BKV Zrt.-Webshop does not take responsibility, after recognizing the mistake, they inform the Customer. If the ordered product is not available, BKV Zrt.-Webshop notifies the Customer without delay and refunds the already paid sum by bank transfer, latest within 14 days after the notification. Concerning refund, the Customer will not bear any extra costs.

5. CHARGES FOR DELIVERY AND CASH ON DELIVERY

Up to gross 20,000 HUF order:

Home delivery charge:	HUF 2950
Delivery to PostaPoint:	HUF 1990
Delivery to parcel machine:	HUF 1990
Delivery to Post Office:	HUF 1990
Charge for cash on delivery:	HUF 400

The charges include vat.

In case of delivery to a parcel machine it is not possible to deliver packages bigger than 31*50*35 cm. In case the ordered product(s) can be packed only in bigger box(es), the customer service of BKV Zrt.-Webshop contacts the Customer to consult the alternative way of delivery or pick-up.

If the Customer wishes to order in a bigger value than gross HUF 20.000, the Customer shall consult the customer service of BKV Zrt. Webshop concerning delivery and cash on delivery costs, as these may change.

6. BINDING OFFER, CONFIRMATION

- 6.1.** The receipt of the order sent by the Customer shall be confirmed by BKV Zrt. to the Customer without delay, by means of an automatic confirmation e-mail within 48 hours at the latest, which contains the data provided by the Customer at registration and purchase (e.g. invoicing and delivery details), the identification and date of the order, the accessories and quantities of the ordered products, the price of the product, the delivery fee and the total payable. This confirming e-mail informs the Customer that his/her order has been received by BKV Zrt
- 6.2.** If the Customer has already sent the order to BKV. Zrt., and notices an error in the data in the confirmation e-mail, he/she shall communicate it to BKV Zrt. within one day.
- 6.3.** The order classifies as a contract concluded electronically, for which Act V. of 2013 on Civil Code and Act CVIII. of 2001 on certain aspects of electronic commerce and

information society services apply. The contract is regulated by Government Decree No. 45/2014 (II.26.) on detailed rules of contracts between consumers and businesses and complies with the provisions of Directive No.2011/83/EU of the European Parliament and of the Council on consumer rights.

7. QUESTIONE, REMARKS

You can ask a question or make a query by referring to the order ID number.

If you have a customer query, you can contact our customer service on working days on Tuesdays and Thursdays between 08.00 and 15.00 on phone: +36 70 390 9483 or through e-mail: webshop@bkv.hu, or personally.

BKV Zrt. - Webshop Customer Service:

Address: 1072 Budapest, Akácfa utca 22.

Opening hours:

Tuesday: 8.00-15.00;

Thursday: 8.00-15.00;

Postal address: 1980 Budapest, Pf. 11.

Phone: +36 70 390 9483

E-mail: webshop@bkv.hu

8. RIGHT OF WITHDRAWAL

The provisions herein apply only to the Customer who is a natural person acting outside the scope of his/her profession, occupation or business activity, who buys, orders, receives, uses, makes use of goods, and is the addressee of commercial communications or offers relating to goods.

Pursuant to Directive 2011/83/EU of the European Parliament and of the Council and Government Decree 45/2014 (26.II.), the Customer has the right to withdraw from the contract without giving any reason within fourteen (14) days from the date of receipt of the product.

The Customer may also exercise his right of withdrawal in the period between the date of conclusion of the contract and the date of the receipt of the product.

The Customer is not entitled to withdraw from contract in respect of the sale of a copy of a sound or video recording or of computer software in sealed packaging if the packaging has been opened by the Customer after delivery, or in the case of a product which is not prefabricated, which has been manufactured on the instructions or at the express request of the Customer, or which is clearly personalised for the Customer.

The Customer does not have the right to withdraw in the case of the purchase of Libegő Loyalty Card for the given period, since Section 29 (1) I) of Government Decree 45/2014 (26.II.) does not provide this right in the case of a contract for services related to leisure activities, if a deadline or period of performance specified in the contract has been agreed.

8.1. RIGHT OF WITHDRAWAL

- 8.1.1.** If the Customer wishes to exercise his/her right of withdrawal, he/she shall send his/her clear statement on his/her intention to withdraw (by post or by e-mail) to

BKV Zrt. at one of the contact details indicated in these GTC. For this purpose, the Customer may also use the sample withdrawal statement available via the following link: [elállási nyilatkozat](#). The Customer shall exercise his/her right of withdrawal within the time limit if he/she sends his/her withdrawal notice to BKV Zrt. before the expiry of the time limit indicated above.

- 8.1.2.** The Customer shall prove that he/she has exercised his/her right of withdrawal in accordance with the provisions set out in Clause 8
- 8.1.3.** BKV Zrt. will acknowledge receipt of the Customer's statement of withdrawal without delay by e-mail.
- 8.1.4.** The written withdrawal intention shall be deemed valid if the Customer sends his/her withdrawal statement to BKV Zrt. within 14 calendar days (even on the 14th calendar day).
- 8.1.5.** BKV Zrt. will take the date of posting into account for the calculation of the deadline in the case of sending by post or the date of sending the e-mail. The Customer's letter must be sent by registered mail.
- 8.1.6.** In the case of withdrawal, the Customer shall return the ordered product without undue delay to BKV Zrt. (personally, or by post), latest within 14 days after the notification of his/her withdrawal to the following address:
Address: 1072 Budapest, Akácfa utca 22.
Opening hours:
Tuesday: 8.00-15.00;
Thursday: 8.00-15.00;
Postal address: 1980 Budapest, Pf. 11.
Phone: +36 70 390 9483
E-mail: webshop@bkv.hu
- 8.1.7.** The deadline is deemed to have been met if the Customer sends (posts or delivers to the courier ordered by the Customer) the product before the 14-day deadline.
- 8.1.8.** Cost of returning the product to the address of BKV Zrt. shall be borne by the Customer.
- 8.1.9.** BKV Zrt. will not accept returned parcels indicated „recipient pays” and the delay in returning the product originating out of this, from the side of shall be considered as a loss of the right of withdrawal for the Customer. The Customer shall not be liable for other costs than the cost of returning the product and, respectively, the cost indicated in Section 8.1.10.
- 8.1.10.** If the Customer withdraws from the contract, within 14 days the receipt of the withdrawal notice or, respectively, the return date of the product (whichever happens later), BKV Zrt. refunds all charges paid by the Customer (even the delivery cost) with the exception of extra charges which incurred due to the Customer's choice of delivery mode different from the cheapest, most usual delivery mode offered by BKV Zrt.
- 8.1.11.** BKV Zrt. refunds the value of the product(s) and the delivery charge, if any, by bank transfer to the bank account provided by the Customer.
- 8.1.12.** The Customer may be held liable for the depreciation of the product only if it is caused by usage exceeding the use which is necessary to estimate the nature and characteristics of the product.
- 8.1.13.** BKV Zrt. may demand compensation for the depreciation caused by usage exceeding the usage necessary to estimate the nature and characteristics of the product.

9. GUARANTY

- 9.1.** BKV Zrt. is under guaranty obligation for its products pursuant to Act V of 2013 on the Civil Code and Government Decree 151/2003 (IX. 22.) on the mandatory guaranty for certain consumer durables (hereinafter: the Decree), which means that during the guaranty period, BKV is only exempt from liability if it proves that the defect is due to the improper use of the product.
- 9.2.** The duration of the guaranty (the guaranty period) is calculated from the actual performance, i.e. from the delivery of the product to the Customer. Consumer durables are the products listed in the Annex to the Regulation, for which the statutory guaranty periods are mandatory:
- a) one year for a sale price of HUF 10 000 but less than HUF 100 000,
 - b) two years for a sale price exceeding HUF 100 000 but not exceeding HUF 250 000,
 - c) three years for sales above HUF 250 000.

The scope of the Regulation applies only to products sold under a new consumer contract concluded in Hungary. A defect is not covered by the guaranty if the cause of the defect occurred after the delivery of the product to the Customer, for example if the defect is caused by

- improper installation
- misuse, failure to observe the instructions for use,
- incorrect storage, incorrect handling, damage,
- damage caused by natural forces, natural disaster.

In the event of a defect covered by the guaranty, the Customer shall:

- Primarily, he/she may, at his/her option, demand repair or replacement, unless the chosen guaranty claim is impossible to fulfil or would result in disproportionate additional costs for BKV Zrt. compared to the fulfilment of the other guaranty claim,
 - If BKV Zrt. has not undertaken to repair or replace the defective goods, or if it is unable to do so within a reasonable period of time, the Customer may request a proportionate reduction in the purchase price, or have the defect repaired at BKV Zrt.'s expenses or withdraw from the contract. There shall be no withdrawal on the grounds of a minor defect.
 - If the Customer claims a replacement within three working days of the purchase (or of its installation) due to a defect in the product, BKV Zrt. is obliged to replace the product, provided that the defect prevents the product from being used as intended.
 - The repair or replacement must be carried out within a reasonable period of time, considering the characteristics of the product and the intended use expected by the Customer, and without prejudice to the interests of the Customer. BKV Zrt. shall endeavour to carry out the repair or replacement within a maximum of fifteen days. During the repair, only new parts may be installed in the product. The guaranty period shall not include the part of the repair period during which the Customer cannot use the product as intended. In the event of replacement (repair) of the product or part of the product, the guaranty period shall start anew for the replaced (repaired) product (part of the product) and for the defect resulting from the repair.
- 9.3.** The costs related to the fulfilment of the guaranty obligation shall be borne by BKV Zrt.

- 9.4 BKV Zrt. shall be released from its guaranty obligation only if it proves that the cause of the defect arose after performance.
- 9.5 The Customer shall not, however, be entitled to assert a guaranty claim and damages or a product warranty claim and damages claim for the same defect at the same time and in parallel. Notwithstanding these limitations, the Customer shall have the rights arising from the warranty irrespective of the entitlements set out in Clauses 10.1 and 10.2.
- 9.6. The guaranty does not affect the Customer's statutory rights, in particular the right to claim for accessories and product warranty and damages.
- 9.7 If a dispute arises between the Parties which cannot be settled amicably, the Customer may initiate conciliation proceedings as indicated in clause 13.2.

10. WARRANTY

10.1. Warranty for accessories

- 10.1.1.** In the event of defective performance by BKV Zrt., the Customer may enforce a warranty claim against BKV Zrt. The Customer may enforce his/her warranty claims within a limitation period of 2 years from the date of receipt, for defects that already existed at the time of delivery of the product. Beyond the two-year limitation period, the Customer may not enforce a warranty for defects.
- 10.1.2.** The Customer may - according to his choice - request repair or replacement, unless it is impossible to carry out or would involve disproportionate additional costs for BKV Zrt. compared to other requests. If the Customer has not requested or could not request the repair or replacement, he may request a proportionate reduction in the consideration or have the defect repaired by himself/herself at the cost of BKV Zrt. or, as a last resort, may withdraw from the contract. There shall be no withdrawal on the grounds of a minor defect.
- 10.1.3.** The Customer may switch from the right of warranty for accessories of his choice to another one, but he shall bear the costs of the switch, unless it was justified or, unless BKV Zrt. gave a reason for it.
- 10.1.4.** The Customer shall report the defect to BKV Zrt. without delay but latest within two months after the defect was discovered.
- 10.1.5.** The Customer may assert his warranty claims directly against BKV Zrt.
- 10.1.6.** Within six months from the date of performance of the contract, there is no other condition for asserting a warranty for accessories claim other than the notification of the defect, if the Customer proves that he purchased the product from BKV Zrt. (by presenting an invoice or a copy of the invoice). In such a case, BKV Zrt. will be exempted from warranty only if it rebuts this presumption, i.e. proves that the defect in the product occurred after delivery to the Customer. If BKV Zrt. can prove that the cause of the defect was due to a cause attributable to the Customer, it is not obliged to accept the Customer's warranty claim. However, after six months from the date of performance, the Customer shall be obliged to prove that the defect which he/she discovered, already had existed at the time of performance.
- 10.1.7.** If the Customer asserts a warranty claim in respect of a part of the product that can be separated from the product in respect of the defect indicated, the warranty claim shall not be deemed to be asserted in respect of the other parts of the product.

10.2. Product warranty

- 10.2.1.** In the event of a defect in the product (movable item), the Customer may, at his choice, assert a claim under the warranty for accessories as set out in clause 10.1 or a product warranty claim.
- 10.2.2.** The Customer shall not, however, be entitled to assert simultaneously, in parallel, an accessory warranty claim and a product warranty claim for the same defect. However, in the event of a successful product warranty claim assertion, the Customer may assert his accessory warranty claim against the manufacturer for the replaced product or repaired part.
- 10.2.3.** In the case of a product warranty claim, the Customer may only request the repair or replacement of the defective product. In the case of a product warranty claim, the Customer must prove that the product is defective
- 10.2.4.** A product is considered to be defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.
- 10.2.5.** The Customer may assert a product warranty claim within two years from the date of the product's placing on the market by the manufacturer. After this period, this right shall be lost. The Customer shall notify the manufacturer of the defect without delay after the defect has been discovered. A defect notified within two months of its discovery shall be deemed to have been notified without delay. The Customer shall be liable for any damage resulting from the delay in notification.
- 10.2.6.** The Customer may assert his product warranty claim against the manufacturer or distributor (BKV Zrt.) of the movable item.
- 10.2.7.** According to the Civil Code, the manufacturer and distributor of a product are considered to be the manufacturer.
- 10.2.8.** The manufacturer, distributor (BKV Zrt.) is only exempted from its product warranty obligation if it can prove that:
 - - the product was not manufactured or placed on the market in the course of its business, or
 - - the defect was not detectable according to the state of science and technology at the time of placing on the market, or
 - - the defect in the product is due to the application of a law or a compulsory standard laid down by a public authority.
- 10.2.9.** The manufacturer, distributor (BKV Zrt.) only needs to prove one reason for exemption.

11. LIABILITY

- 11.1.** The information on the Website is provided in good faith, but is for informational purposes only and BKV Zrt. assumes no responsibility for the accuracy or completeness of the information.
- 11.2.** The Customer may use the Website solely at his own risk and accepts that BKV Zrt. shall not be liable for any material or non-material damage arising from the use of the Website, in addition to liability for intentional, grossly negligent or criminal breach of contract, or for damage to life, limb or health.
- 11.3.** BKV Zrt. excludes all liability for the conduct of users of the Website. The Customer is fully and solely responsible for his/her own conduct, and in such cases BKV Zrt. shall cooperate fully with the competent authorities in order to detect any infringements.
- 11.4.** BKV Zrt. has the right, but not the obligation, to monitor any content that the Customer may make available through the use of the Website, and BKV Zrt. has the right, but not

the obligation, to search for signs of illegal activity with regard to the published content.

- 11.5.** Due to the global nature of the Internet, the Customer agrees to act in compliance with the provisions of applicable national laws when using the Website. To the extent that any activity related to the use of the Website is not permitted under the laws of the Customer's country, the Customer shall be solely responsible for such use.
- 11.6.** If the Customer discovers any objectionable content on the Website, he/she shall immediately notify BKV Zrt. If BKV Zrt. finds the report to be justified in good faith, it shall be entitled to delete the information or amend it without delay.
- 11.7.** BKV Zrt. shall not be liable for any damages resulting from the User forgetting his password or if it becomes available to unauthorized persons for any reason beyond the control of the Service Provider.

12. INTELLECTUAL RIGHTS

- 12.1.** The Website is protected by copyright. BKV Zrt. is the copyright owner or the authorised user of all content displayed on the Website and of all content displayed concerning the provision of services available through the Website: any copyright works and other intellectual works (including, but not limited to, all graphics and other materials, the layout and design of the Website, the software and other solutions, ideas and implementations used).
- 12.2.** Saving or printing of the contents of the Website and parts thereof on physical or other data carriers for private use or with the prior written consent of BKV Zrt. Any use other than for private purposes, such as storage in a database, transmission, publication or downloading, commercialisation, etc., is only possible with the prior written consent of BKV Zrt.
- 12.3.** In addition to the rights expressly set forth in these GTC, neither the registration, the use of the Website nor any provision of these GTC shall grant the Customer any right to use or exploit in any form any trade name or trademark displayed on the Website. Apart from the display, temporary reproduction and private copying required for the normal use of the Website, these intellectual works may not be used or exploited in any form without the prior written consent of BKV Zrt.

13. ENFORCEMENT, COMPLAINT HANDLING OPTIONS

13.1. Complaint handling

The Customer may make consumer complaints about the product or the activities of BKV Zrt. at the following contact details:

Address: 1072 Budapest, Akácfa utca 22.

Opening hours:

Tuesday, 8.00-15.00;

Thursday, 8.00-15.00;

Postal address: 1980 Budapest, Pf. 11.

Phone: +36 70 390 9483

E-mail: webshop@bkv.hu

BKV Zrt. will investigate the verbal complaint immediately and remedy it as necessary. Should the Customer not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, BKV Zrt. shall immediately take a record of the complaint and its position on the complaint and provide a copy of the record to the Customer.

BKV Zrt. shall reply the written complaint in writing within 30 days. In case of rejection, BKV shall state the reasons for the rejection of the complaint. The record of the complaint and a copy of the reply shall be kept by BKV Zrt. for a period of five years and shall be presented to the supervisory authorities upon request.

13.2. Other enforcement options

Should any consumer dispute between BKV Zrt. and the Customer not be resolved in negotiations, the following enforcement options are available to the Customer:

- Registration in the customer's book.

The customer's book shall be kept by BKV Zrt. Customer Service. BKV Zrt shall reply to entries written here in writing within 30 days.

- Complaints to the competent local consumer protection authority.

If the Customer notices a violation of his/her consumer rights, he/she has the right to lodge a complaint with the consumer protection authority competent for his/her place of residence. Once the complaint has been examined, the authority shall decide whether to initiate consumer protection proceedings.

Contact details of the National Consumer Protection Authority:

Address: 1088 Budapest, József krt. 6.

Postal address: 1428 Budapest, Pf. 20.

Website: www.nfh.hu

Phone: +36/1-459-4800, Fax: +36/1-210-4677

- Conciliation Board.

For the out-of-court, amicable settlement of consumer disputes relating to the quality, safety and application of product liability rules, as well as the conclusion and performance of the contract, the Customer may initiate proceedings at the conciliation board working with the professional chamber of BKV Zrt. For the purposes of the rules applicable to the Conciliation Board, the following organizations classify as consumer. too: a civil organisation, church, condominium, housing association, micro, small and medium-sized enterprise within the meaning of a separate law, who buys, orders, receives, uses, makes use of goods or is the recipient of commercial communication or an offer in connection with goods.

- Contact details of the Budapest Conciliation Board:

Contact details of the Budapest Conciliation Board:

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

Postal address: 1253 Budapest, Pf.: 10.

E-mail : bekelteto.testulet@bkik.hu

Phone: +36/1-488-2131

- - Court proceedings.
- The Customer shall be entitled to enforce his/her claims arising from the consumer dispute before a court in civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act III of 1952 on the Code of Civil Procedure.

14. OTHER PROVISIONS

14.1. The security level of the information system of BKV Zrt. - Webshop is adequate and there is no risk in using it, but we recommend that you use virus and spyware protection software with an up-to-date database. Purchasing on the Website implies the Customer's knowledge of the technical and technological limitations of the Internet and acceptance of the potential for error inherent in the technology.

14.2. Through the website, BKV Zrt. only serves orders for household quantities.

14.3. BKV Zrt. may unilaterally amend the terms and conditions of these GTC at any time. BKV Zrt. shall publish the amendments on its websites 11 (eleven) days before they enter into force. By using the Websites, the Customer agrees that all regulations relating to the use of the Websites shall automatically apply to the Customer.

By using the BKV Zrt. - Webshop, the Customer declares that he has understood the terms of use, acknowledged them and accepts them as conditions of use of the site.

Valid from 28 July 2024 until revoked and/or amended. Its provisions shall apply only to contracts concluded after its entry into force; earlier contracts shall be governed by the provisions of the general terms and conditions of contract prior to its entry into force.