

# General terms and conditions

## Terms and Conditions

### GENERAL CONDITIONS OF CONTRACT

#### 1. WEBSHOP, CONTRACTED PARTNERS

1.1 The Webshop (hereinafter 'Webshop') is operated by T.E.L.L. SOFTWARE HUNGARIA Szoftver-fejlesztő és Szolgáltató Korlátolt Felelősségű Társaság (T.E.L.L. SOFTWARE HUNGARIA Software Development and Service Provider Co. Ltd, Company seat: 4034 Debrecen, Vágóhíd utca 2, trade register number: 09-09-005193; registered at Debrecen Court of Law as registry court; tax number: 17783790-5-09; phone number: +36-52/530-130, fax number: +36-52/530-131, e-mail address: info@tell.hu, web page: www.tell.hu) accessible on its website <http://tell.hu> (hereinafter: Website) and by T.E.L.L. Biztonságtechnikai Rendszerek Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (T.E.L.L. Safety Engineering Systems Trading and Service Providing Co. Ltd, Company seat: 4034 Debrecen, Vágóhíd utca 2.; trade register number: 09-09-027345; registered at Debrecen Court of Law as registry court; tax number: 25406812-2-09; phone number: +36-52/530-130, fax number: +36-52/530-131, e-mail address: info@tell.hu, hereinafter together: T.E.L.L. Kft.) for the purpose of online selling of T.E.L.L. SOFTWARE HUNGARIA Kft. products.

1.2 Particulars of the web hosting service:

UNAS Online Kft. (UNAS Online Co. Ltd)

9400 Sopron, Kőszegi út 14.

email: unas@unas.hu

1.3 The operation of the Webshop qualifies as providing electronic trade service. Conditions of using the Webshop, rights and obligations of T.E.L.L. Kft. and Buyers are stipulated in this General Conditions of Contract (GCC).

#### 2 REGISTRATION

2.1 Only registered buyers (hereinafter: Buyers) can order products from the Webshop.

2.2 Registration for the Webshop can be made on the Homepage. For doing so, the following particulars are necessary: name, company name, e-mail address, phone number of contact person. The registree is also required to provide information where he has heard about the Webshop. After registration, the personal account of the Buyer will be immediately established.

2.3 The Buyer can modify their particulars given at the registration any time.

2.4 The Buyer can delete his personal account anytime. T.E.L.L. Kft. will send a notification to the e-mail address given by the Buyer.

#### 3 DISPLAY OF PRODUCTS AND PRICES IN THE WEBSHOP

3.1 The Buyer can order the products (hereinafter: Product or Products) from T.E.L.L. Kft that are indicated in the current offerings of the Webshop.

3.2 The Products are offered with their main characteristics, article number and short description.

3.3 Along with the Product its current gross price will be indicated, which is considered the final consumer's price. The net price is also specified in the detailed information of the Products. Delivery costs are not included in prices.

3.4 In case of Products offered at discount prices the actual discount rate is indicated. The original gross price is also provided in the detailed product information.

3.5 T.E.L.L. Kft. reserves the right to change the prices of the Products, with the price change becoming valid when the Products are introduced in the Webshop. The price change does not apply to the prices of the Products ordered before the change's coming into force.

3.6 In case that despite due care and caution of T.E.L.L. Kft. a false price is specified on the Webshop interface, especially the price being obviously mistaken or resulting from system error, for example 0 or 1 HUF, which is by far different from the generally accepted or estimated price, T.E.L.L. Kft. is not bound to deliver the Product at false price but T.E.L.L. Kft has the right to offer the delivery for the correct price. The Buyer with knowledge of the correct price can give up his intention of buying or withdraw his order within 14 (fourteen) days upon having been informed about the correct price, or he can buy the Product.

3.7 T.E.L.L. Kft. regularly updates the images of the Products in the Webshop, however, their current look or/and packing may differ from those shown in the Webshop. T.E.L.L. Kft does not take responsibility for such external differences.

#### 4 PROCESS OF ORDERING

4.1 The Buyer can choose from and specify the quantity of the Products (hereinafter: Ordered Products) he wants to buy using the appropriate interface pages of the Webshop. In the process of ordering he can view and modify the content of the basket.

By clicking on GO TO CHECKOUT button the Buyer can proceed to the ordering interface .

##### Data needed for ordering:

- **The buyer is a private person:** Delivery and billing particulars: name; postal code; locality; street, street number. Accessibility of ordering person: name; phone number; e-mail address.

- **The buyer is an end user company:** Delivery and billing particulars: company name; postal code; locality; street, street number; tax number. Accessibility of ordering person: name; phone number; e-mail address.

After placing the Products into the basket, the delivery costs of the Ordered Products also appear along with the total price of the Products.

4.2 The Ordered Products can be delivered both in Hungary or abroad as well. In the course of ordering, the Buyer has to state the shipping address where he wants to take delivery of the Ordered Products. For one ordering only one shipping address can be given. The company seat of T.E.L.L. Kft can also be chosen as shipping address on the Webshop interface. In this case no shipping costs will be charged.

4.3 As for the person given in the shipping address to take delivery, the Buyer can entitle special requests and specify particular delivery time and mode. T.E.L.L. Kft. forwards these special requests to the courier service but takes no responsibility for their fulfilment.

4.4 The Buyer chooses the method of payment from the following options: bank card, bank transfer, cash on delivery, cash payment during personal receipt.

4.5 After choosing the method of payment, the Buyer makes his order ('Order') final by confirming it. Before confirmation, the Buyer has the possibility to check the price and delivery costs of the Product he wants to buy and its delivery and billing particulars one more time, and in case of any mistake he can correct them. If he finds everything all right he can send his order by pressing the 'Order' button.

Prior to confirmation of his Order, the Buyer has to accept the provisions of the present GCC. By ordering, the Buyer agrees and

accepts that T.E.L.L. Kft., in order to perform and keep track of fulfilment of the Contract, forwards the following particulars to the courier service: name of Buyer, given shipping address, Order ID and value, mobile phone number and e-mail address supplied by the Buyer at his registration.

In case of data entry mistakes perceived after sending the order, the Buyer can inform T.E.L.L. Kft on e-mail address info@tell.hu, thus the particulars of the order will be accordingly modified.

4.6 T.E.L.L. Kft. immediately sends a confirmation e-mail about the final Order to the e-mail address that is supplied by the Buyer. This e-mail will contain the Order ID. If the confirmation e-mail fails to arrive within 48 hours, the Order is not binding and the Buyer is not bound to receive the delivered Product.

The e-mail confirmation qualifies as acceptance of the Order which becomes valid according to paragraphs 4.7 and 5.1. of this GCC. The e-mail confirmation provides textual information to the Buyer.

4.7 If the Buyer has submitted the Order, and the e-mail confirmation comes in to him on a workday, he still can withdraw his Order on the same workday between 8:00 – 16:00h. The withdrawal of the Order can be performed by the Buyer on phone number +36-52/530-130/1, along with supplying the Order ID. The Buyer also gets an e-mail confirmation about the acceptance of Order withdrawal within 1 (one) hour after his telephone call.

4.8 In case of bank card payment there is no possibility for the withdrawal of the Order pursuant to paragraph 4.7 but the Buyer can exercise his right of withdrawal according to provisions of paragraph 8 of this GCC.

## **5 CONCLUSION AND CHARACTERISTICS OF THE CONTRACT**

5.1 If the Order has not been withdrawn pursuant to paragraph 4.7, the written confirmation pursuant to paragraph 4.6 becomes valid, and the contract for the Ordered Products (hereinafter: Contract) will be concluded between the Buyer as orderer and T.E.L.L. Kft. as supplier. Under the terms of the Contract T.E.L.L. Kft. sells the Ordered Products to the Buyer and arranges for their delivery to the shipping address given by the Buyer. On the other hand, the Buyer is bound to take over the Ordered Products and to pay for the purchase price and delivery costs. The obligations stipulated in this paragraph cease upon performing the contacted service.

5.2 The Contract is made for a definite time and it ceases when the obligations stipulated in paragraph 5.1 and other obligations deriving from the Contract cease, and neither of the contracted parties exercises his right of receding from the Contract. The Contract will be terminated if either party exercises his right of receding according to the provisions of the Contract. The cessation or termination of the Contract does not affect the warranties of accessories and products derived from the Contract and the guaranty claims stipulated in paragraph 10.1.

5.3 The Buyer is bound to pay for the shipping costs of the Ordered Products according to paragraph 7. of the present GCC.

5.4 The Contract qualifies as made between absent parties, in Hungarian wording.

5.5 The Contract does not qualify as made in written form and will not be filed.

5.6 General deadline for Contract fulfilment: 5 workdays upon confirmation. If T.E.L.L. Kft and the Buyer have not agreed on the deadline of the fulfilment, T.E.L.L. Kft. is bound to meet his contracted duty within or at the time specified by the Buyer's demand or, failing that, not later than thirty days upon arrival of order at T.E.L.L. Kft.

5.7 If T.E.L.L. Kft. fails to meet its contractual liabilities because the ordered product is not available, it has to inform the Buyer immediately and to repay the amount paid by the Buyer without delay, but not later than within thirty days. The fulfilment of this obligation does not release T.E.L.L. Kft. from other consequences of its breach of contract.

## **6 DELIVERY AND RECEIPT OF ORDERED PRODUCTS**

6.1 T.E.L.L. Kft. delivers the Ordered Products by a courier service to the delivery address specified by the Buyer.

6.2 The received Orders of the previous day are summarized every workday until 12:00h, and on the basis of this summary, the parcel(s) (hereinafter 'Parcel') will be separately assembled for each Order.

6.3 The courier service takes the completed Parcel from T.E.L.L. Kft between 16:00 – 19:00h and tries to deliver it to the delivery address specified by the Buyer on the following workday. If the Buyer has chosen the receipt of goods at the Supplier's seat, the Parcel can be taken only after crediting this item in the Supplier's invoice of Products purchase prices.

6.4 In case of home delivery, besides the addressee, his family members living in his household, or in their absence, the neighbours of the addressee are also entitled to receive the Parcel. When a company is specified in the shipping address, besides the manager or chief representative of the company, any other staff member of the company seat or plant qualifies as entitled recipient, who can acknowledge the receipt by his signature and company stamp.

6.5 At home delivery, the courier service attempts the delivery of the Parcel no more than twice. If the delivery fails for the second time, the Parcel will be returned to T.E.L.L. Kft., whereupon T.E.L.L. Kft. will charge the Buyer for the return costs. The Buyer can ask for repeated delivery of the Parcel on the e-mail address megrendeles@tell.hu. T.E.L.L. Kft. will arrange the repeated delivery of the Parcel only upon payment of the repeated delivery. After unsuccessful delivery of the Parcel T.E.L.L. Kft. can terminate the Contract at its own option.

## **7 PAYMENT FOR ORDERED PRODUCTS**

7.1 The Buyer pays the purchase price of the Ordered Products and the shipping costs by bank transfer in advance or pay on delivery, or pay in cash during personal receipt or pay online by bank card.

In case the place of delivery is outside of Hungary, payment is only possible according to paragraphs 7.2 and 7.4.

7.2. Payment by bank transfer in advance:

The confirmation e-mail includes the bank account number of T.E.L.L. Kft. and the ID number of the order which identifies the order of the Buyer. At bank transfer, the order ID has to be specified in the transfer notification. The Buyer has to transfer the equivalent value of the Ordered Products (price of products + shipping costs) to the specified bank account within 5 workdays counting from the order. Failing to do so, T.E.L.L. Kft. cancels the order.

7.3. In case of Cash on Delivery payment method the payment is made on delivery. At home delivery the Buyer pays the Product price and shipping cost by cash or bank card. The courier service delivers the collected amount to the Webshop.

If Cash on Delivery is the selected payment method, the costs is paid by the Buyer, which is 1% of the total amount of the order.

7.4. Credit card payment allows the Buyer to place an order conveniently and safely in our Webshop. After ordering the selected products the Buyer will be redirected to the Stripe's payment site, which allows the Buyer to pay by credit card through the most secure, encrypted transaction currently available. The Buyer has to select the Credit card as payment method and then on the Bank's payment server enter the card number, expiration date and also the security code (CVC) which is located on the back of the card. The Bank accepts only the embossed VISA and Mastercard cards which have security code (CVC).

Bank cards issued exclusively for electronic use can only be accepted if their use is authorized by the card issuing bank! Please check with your bank whether your card can be used for online shopping.

## **8 TERMINATION OF CONTRACT BY THE BUYER**

8.1 Pursuant to paragraph 8.§ (3)1. of the Hungarian Civil Code, the Buyer that is qualified as consumer, has the right to terminate the Contract without giving any reason, within 14 (fourteen) days upon receipt of the Parcel. As for the right of termination of contract by a Buyer who is not qualified as consumer, the provisions of the Hungarian Civil Code apply.

8.2 However, in the following cases there is no possibility of termination of contract without giving any reason, according to §29 of Governmental Regulation No. 45/2014. (II.26.) on Detailed Regulation of Contracts between Consumers and Suppliers:

1. b) if the product price or service fee cannot be influenced by the money-market enterprise, or they depend on the instability of the money-market which may occur during the period of time specified in § 20.(2);
2. c) if the prefabricated product has been made on the basis of consumer's instructions or explicit request, or the product has been unambiguously customized;
3. i) if the sealed packing of the sold sound and image record or computer software copy is opened by the consumer after receiving the product;
4. m) if the undertaking has already started its performance with digital data content on non-material data carrier, having the explicit prior consent of the consumer, and the consumer declared, along with his consent, that he took notice of losing his right of termination stipulated in §20 after the performance has started.

8.3 If the Buyer terminates the Contract according to paragraph 8.1, he has to repack the Ordered Products in undamaged and complete condition and send them back to the address 4032 Debrecen, Vágóhíd utca 2. Besides sending by post, T.E.L.L. Kft. enables the Buyer to return the repacked Ordered Product personally at T.E.L.L. Kft. seat (4032 Debrecen, Vágóhíd utca 2.).

8.4 The Buyer can exercise his right to terminate the Contract by giving a declaration of contract termination in written form. Therefore, along with sending or bringing back the Ordered Product according to the provisions of paragraph 8.3, the Buyer has to enclose his declaration of termination of contract. The Buyer can e-mail the declaration of termination to megrendeles@tell.hu, in this case he does not need to enclose his declaration to the Ordered Product. The declaration of termination must include the following particulars: which Ordered Product is it referred to, Buyer's name and address, date of Order, date of declaration and Order ID. If the Order ID is not available to the Buyer, he has to specify other particulars in his declaration which are suitable for identification of the Order. The right of termination can also be exercised using the sample declaration form provided in Appendix 2 of the Governmental Regulation No. 45/2014. (II.26) on Detailed Regulation of Contracts between Consumers and Suppliers, however, in this case the Order ID also has to be specified (for its lack, other particulars suitable for Order identification must be provided).

8.5 In case of termination of Contract by the Buyer, he will be charged with the costs of return of the Ordered Products to T.E.L.L. Kft. (including especially the postal fees). T.E.L.L. Kft. will return the paid purchase price and delivery costs to the Buyer by postal-order, immediately or not later than 14 (fourteen) days upon declaration of termination and receipt of returned products. T.E.L.L. Kft. can withhold the sum to be returned to the Buyer until receiving back the Ordered Product or until the Buyer delivers reliable evidence of having sent back the Ordered Product; T.E.L.L. Kft. will observe the earlier point of time of the two possibilities.

8.6 If the Buyer provides in his declaration of termination his bank account number and the name of the account managing bank, and asks for sending back the paid purchase price by bank transfer, T.E.L.L. Kft. will return the paid purchase price within 14 (fourteen) days upon receipt of the declaration of termination and the returned product.

## **9 WARRANTY FOR ACCESSORIES AND PRODUCTS**

9.1 The Buyer can vindicate his warranty claim for accessories in case of faulty performance by T.E.L.L. Kft., pursuant to the propositions of the Civil Code.

9.2 For vindication of the warranty claim, it is the Buyer who has to prove that the Contract has been made. The conclusion of the Contract is considered to be proved if the Buyer produces the payment document of the countervalue for the supplier's performance.

9.3 T.E.L.L. Kft. has to record the warranty claim of the Buyer, entering the following data:

1. the name of the Buyer and his declaration in which he agrees that his particulars put on record will be managed according to the rules,
2. name and purchase price of the Ordered Product,
3. date of fulfilment of the Contract by T.E.L.L. Kft.,
4. date when the failure is notified,
5. description of failure,
6. the right which the Buyer wants to enforce on the basis of his warranty claim,
7. the way of settlement of the warranty claim, except the case in paragraph 9.8, or the reason for refusal of the claim or the right which the Buyer wants to enforce on the basis of the warranty claim.

9.4 If T.E.L.L. Kft. meets his warranty obligations in a way which differs from the expectations of the Buyer to enforce his right, T.E.L.L. Kft. has to put on record the reason for doing so.

9.5 T.E.L.L. Kft. makes the record available to the Buyer immediately, in a way that can be proved.

9.6 If upon receiving the Buyer's warranty claim T.E.L.L. Kft. cannot state whether the claim is feasible, T.E.L.L. Kft. has to inform the Buyer about its standpoint in a verifiable way within 5 (five) workdays.

9.7 T.E.L.L. Kft. makes efforts to perform the repair or exchange not later than within 15 (fifteen) days.

9.8 T.E.L.L. Kft. takes the Ordered Product in order to repair it or, in case of paragraph 9.6, to examine whether the warranty claim is feasible, against an acknowledgement of receipt, in which the following is specified:

1. the name and address of the Buyer,
2. the data needed for identification of the Ordered Product,
3. the date of receipt of the Ordered Product
4. the date when the Buyer can take the repaired Ordered Product.

T.E.L.L. Kft. can fulfil the provisions of paragraph 9.8 in the record taken about the warranty claim as well.

9.9 The Buyer can vindicate – according to his choice – the following accessory warranty claims. He may request the repair or exchange of the Ordered Product, except when the chosen request is unfeasible or the fulfilment of the claim – compared to other options – involves disproportional additional charges for T.E.L.L. Kft. If neither the repair nor the exchange is/can be requested by the Buyer, he may request a compensation at reduced price, or he can repair the failure of the Ordered Product on his own or have it repaired by a third party, on the expenses of T.E.L.L. Kft. or, failing all else, he can terminate the contract. The Buyer can change over from the chosen accessory warranty claim to another one, but in this case he bears the costs of the changeover, unless it was justified or T.E.L.L. Kft. has given cause for the changeover.

9.10 The Buyer is bound to report the failures immediately upon their detection or not later than within 2 (two) months. After expiration of the period of limitation, which is 2 (two) years counting from the completion of the contract, the Buyer is not entitled to vindicate his accessory warranty claims.

9.11 Within 6 (six) months after contract fulfilment, the only condition for vindication of the accessory warranty claim is to report the failure, provided the Buyer can prove that he bought the product from T.E.L.L. Kft. However, after six months of contract fulfilment, the Buyer is bound to prove that the failure detected by him already existed at the completion of performance.

9.12 In case of product warranty claim, the Buyer can request from T.E.L.L. Kft the repair or exchange of the faulty Ordered Product only. The Ordered Product is considered defective if it does not comply with the quality requirements that were effective at its placing on the market or it does not have the features specified in the product description issued by T.E.L.L. Kft. The burden of proof of the failure of Ordered Product falls on the Buyer.

9.13 The Buyer can vindicate his product warranty claim within 2 (two) years upon placing the Ordered Product on the market by the manufacturer. This deadline effects forfeiture of right.

9.14 T.E.L.L. Kft. (manufacturer) is exempted from product warranty, if he proves that:

1. T.E.L.L. Kft. did not produce nor put the Ordered Product on the market as part of its business activity, or
2. the failure was not recognizable with the scientific and technical level at the time of putting the Ordered Product on market, or
3. the failure of the Ordered Product derives from application of legal rule or obligatory official regulation.

9.15 T.E.L.L. Kft. (manufacturer) needs to prove merely one of the reasons listed in paragraph 9.14.

9.16 The Buyer cannot vindicate accessory warranty claim and product warranty claim for the same failure in parallel, at the same time. However, after successful vindication of product warranty claim, the Buyer can vindicate accessory warranty claim against the manufacturer on the exchanged Ordered Product or on repair of a part of it.

## **10 GUARANTEE**

10.1 The Buyer can vindicate his guarantee claim on faulty performance of T.E.L.L. Kft. regarding Products within 2 (two) years after receipt of Products.

10.2 The Buyer can vindicate his guarantee claim by presenting the guarantee card along with the Product.

10.3 The Buyer can make the following claims on guarantee. He can request the repair or in a given case the exchange of the Product. The Buyer can vindicate his exchange claim within 3 (three) workdays upon receipt of the Product. If the Product failure hinders its proper use, T.E.L.L. Kft. is bound to exchange the Product.

10.4 In case of Buyer's guarantee claim, T.E.L.L. Kft. supplies the following data on the guarantee card:

1. point of time of reporting the repair claim and of the receipt of Product for repair,
2. cause of the failure and the way how to repair it,
3. point of time the Product to be returned to the Buyer after settling the claim.

10.5 T.E.L.L. Kft. is exempted from guarantee obligation if it proves that the cause for failure occurred after performance completion.

10.6 In other cases, for guarantee provided by T.E.L.L. Kft., the provisions for exercising rights of guarantee and accessory warranty of the Civil Code apply.

## **11 INFORMATION, COMPLAINTS, COMPLAINT MANAGEMENT**

11.1 The Buyer can contact T.E.L.L. Kft with questions regarding the operation of the Webshop, his Orders and possible complaints, choosing from the following accessibilities:

1. postal correspondence address: 4034 Debrecen, Vágóhíd utca 2.
2. electronic correspondence address: info@tell.hu
3. telephone number: +36-52/530-130

11.2 T.E.L.L. Kft is available on phone from 8 to 17h on workdays.

11.3 Complaints made by phone call are immediately checked by T.E.L.L. Kft. and, if needed, remedied according to possibilities.

11.4 If the Buyer does not agree with the complaint management, or the immediate examination of the complaint by T.E.L.L. Kft. is not feasible, T.E.L.L. Kft. immediately records the complaint and its own related standpoint. T.E.L.L. Kft. sends a copy of the record to the Buyer at latest as enclosure to its response on the merits, specified in paragraph

11.5 T.E.L.L. Kft. provides the complaints made by phone or e-mail with unique ID.

11.6 T.E.L.L. Kft. responds, concerning the merits of the case, to oral complaints of the Buyer or if in Buyer's opinion the complaint is being not satisfactorily handled by T.E.L.L. Kft., and to written complaints within 30 (thirty) days upon their arrival.

11.7 If the Buyer wants to initiate the proceedings of an authority or reconciliatory body to be involved in his complaint, he can address – depending on the character of the case – the following organs:

1. Inspectorate of Consumer Protection of Hajdú-Bihar County Government Office (Hajdú-Bihar Megyei Kormányhivatal Fogyasztóvédelmi Felügyelőség)

Postal address: 4024 Debrecen, Tímár utca 17-19..

Phone: 06-52/533-924

E-mail: fogyved\_eaf\_debrecen@nfh.hu

1. Reconciliatory Body of Hajdú-Bihar County (Hajdú - Bihar Megyei Békéltető Testület)

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

Phone: 06 52-500-710

E-mail: bekelteto@hbkik.hu

1. Notary of the town of Debrecen

Address: 4024 Debrecen, Piac u. 20.

Phone: 06 52 511- 421,

E-mail: jegyzo@ph.debrecen.hu

## **11.8 Online Dispute Resolution**

## **12 MISCELLANEOUS PROVISIONS**

12.1 For questions not explicitly stipulated in present GCC, provisions of the following legal rules are to be appropriately applied:

Act No.V of 2013. of Civil Code

Act No.CVIII of 2001. of Some Questions about Electronic Commercial Services and Services Related to Information Society;

Act No.CLV of 1997. of Consumer Protection,

Governmental Regulation No.45/2014.(II.26.) on Detailed Regulation of Contracts between Consumers and Suppliers

Governmental Regulation No.151/2003.(IX.22) on Compulsory Guarantee for certain Durable Articles of Consumption

Regulation No. 19/2014.(IV.29.)NGM of Administration Proceedings of Warranty and Guarantee Claims on Goods Sold within Contract between Consumer and Enterprise

12.2 The Data Protection Guide of T.E.L.L. Kft. Webshop (<http://.tell.hu>) makes the inseparable constituent part of the present GCC,

the content of which the Buyer learned in course of registration and agrees that T.E.L.L. Kft. manages his particulars supplied for registration, Order and Contract according to the conditions of these regulations.