

GTC

## **GENERAL TERMS AND CONDITION**

This General Terms and Conditions (hereinafter referred to as: GTC) contains the rights and obligations of the Client (hereinafter referred to as: Client) using the electronic commercial services that are provided by Grauer-Lipovniczky Tímea E.V. (Registered seat: 1028 Budapest, Szegfű utca 14, Tax number: 59731951-1-41, contact data: marta.flymetotheloom@gmail.com), hereinafter referred to as: Service Provider). (Service Provider and Client hereinafter jointly referred to as: Parties).

- **General information, conclusion of the contract by and between the Parties**

1.

1. The effect of this GTC covers all those electronic commercial services that are provided within the territory of Hungary, which are done through the electronic shop (hereinafter referred to as: Webshop) that is located on the [flymetotheloom.com](http://flymetotheloom.com) website (hereinafter referred to as: Website). Moreover, the effect of this GTC covers all those commercial deals implemented within the territory of Hungary, which are concluded between the Parties that are defined in this contract. Purchases done in the Webshop are regulated by Act CVIII of year 2001 on certain issues of electronic commerce activities and information society services ("Ektv.") ([http://njt.hu/cgi\\_bin/njt\\_doc.cgi?docid=57566.296201](http://njt.hu/cgi_bin/njt_doc.cgi?docid=57566.296201)), and Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between the customers and businesses ([http://njt.hu/cgi\\_bin/njt\\_doc.cgi?docid=167547.287742](http://njt.hu/cgi_bin/njt_doc.cgi?docid=167547.287742)).
2. It is possible to purchase (use services) in the Webshop through purchase orders submitted electronically, in the manner that is defined in this GTC.
3. Everybody is entitled to use the services of the Webshop, who is acknowledges the contents of this GTC to be mandatory for him/her. Exclusively natural persons older than 18 years may register on the Website.
4. It is possible to purchase in the Webshop through purchase orders submitted electronically, in the manner that is defined in this GTC.

The purchase contract concluded by and between the Parties is established by Service Provider confirming the purchase order. The contract concluded is not

qualified a written contract, it is not filed, and subsequently it is not accessible. The conclusion of the contract is certified by the electronically saved purchase order data and invoice issued, which Service Provider shall retain until the deadline that is defined in the relevant legislation that refers to accounting and taxation. The contract between the Parties is concluded in English language

1.

1. Client service office:

- Address of the client service office: 1028 Budapest, Szegfű utca 14., Hungary
- Internet address: <https://flymetotheloom.com/>
- E-mail: marta.flymetotheloom@gmail.com

1. Data of the service provider that provides storage services for Service Provider:

Name: Sybell Informatika Kft. , 1158 Budapest, Késmárk u. 7./b. II. em. 206.,  
<https://sybell.hu>

## **Registration**

1. Exclusively registered users may submit purchase orders to the Webshop. During registration, when filling in the data sheet, the following data have to be given: surname, forename, e-mail address, place of residence (with giving exclusively the postal code and the city), password. The users may submit exclusively their own personal data on the Website.
2. Exclusively the Client is responsible for the accuracy, current validity and the true content of the data given. Service Provider may not be held liable in connection with any incorrectness, mistyping or falseness of any data given on the Website. Service Provider is not liable in any way for late delivery or other problems, mistakes that may be traced back to data that were given by

mistake and/or inaccurately by Client. Service Provider is not liable for damages that are caused by Client by forgetting his/her password, or if his/her password becomes accessible to unauthorized persons due to any reason that is not attributable to Service Provider. It is possible to modify data that were erroneously recorded after logging in, under menu item "Profilom"[My Profile]. It is possible to modify data that involve active purchase orders at the Client Service through the phone numbers or through our central email address provided. Service Provider did not start the performance of the purchase order yet (that is the status of the purchase order is: 'Feldolgozás folyamatban' [Processing is in process]).

3. In order to enforce the data protection principles and policies, Service Provider reserves itself the right to make the using of services that deviate from the services that are included in this GTC dependant on a separate, formal registration procedure.

- **Ordering**

1. The purchase price is always the amount that is indicated next to the selected product, and it never contains the VAT. All customers must pay VAT in their own country.
2. Service Provider reserves itself the right to change the prices of the products that may be ordered from the Website with the condition that the modification will come into effect simultaneously with its appearing on the Website. The modification will not influence unfavourably the purchase price of the products that had been already ordered.
3. If in spite of all the care exercised by Service Provider a wrong price will be presented on the interface of the online shop, with special regard to the obviously wrong price. e.g. that significantly deviates from the generally known, accepted or the estimated price of the product, which may possibly appear because of a system error with the value of "0" HUF or "1" HUF, then Service Provider is not obliged to sell the product for the wrong price, but it may offer to supply the product at the correct price, in the knowledge of which the Client may give up his purchasing intention.

4. Service Provider accepts the purchase order through its Website only from a registered Client and only if the Client has fully filled in all the data that are needed for the purchase order. Service Provider is not liable in any way for any delivery delay or any other problems that may be traced back to purchase orders that had been given wrongly and/or inaccurately by Client.
5. Client by submitting the purchase order declares that he/she accepts these General Terms and Conditions and considers them to binding him/her.
6. Service Provider is obliged to confirm electronically (in email) the purchase to the Client after the receipt of the purchase offer (purchase order) of Client. If the confirmation does not arrive to Client within 48 hours after the sending of the offer, the Client's being bound to his/her offer and all the other connected obligations of Client are automatically terminated without any further condition.
7. Service Provider reserves itself the right to change its Special Actions based offers, to restrict the accessibility of the specific Actions and to modify the starting and ending times of Special Actions announced. The webshop for the above possible changes does not undertake any liability.

- **Delivery and payment conditions**

1. Payment for the purchase may be done through bank transfer (initiated after the submission of the purchase order and before receiving the products, credited to the bank account of Service Provider), in the case of picking up personally in cash, or by cash on delivery. In the case of payment by cash on delivery, the fee of the delivered product has to be paid by the client at the time of receiving the product directly to the courier or to the post service provider.
2. The delivery of the product purchased in the Webshop is done either by DPD. The expectable delivery deadline in Hungary is 1-3 working days, in Europe is 3-5 working days, in other countries is 7-10 working days, but maximum 14 days. Delivery is done in working time.
  1. The Webshop does not have a shopping room.

2. The Client may obtain information on the status of his/her order under Point "Vásárlásaim" (my purchases) under the 'my account' menu.
3. Service Provider reserves itself the right to restrict the specific means of payment in the case of certain Actions (e.g. to allow only payment by bank card) or to allow certain means of payment in the case of orders that exceed a certain amount (e.g. the payment by cash on delivery is available only above a minimum value of the order).
4. Service Provider reserves itself the right to charge a delivery or administration fee for cash on delivery orders. The fee has to be paid at the time of receiving the product ordered, simultaneously with the payment of the value of the order, in cash or by card to the courier.
5. In the case of an unsuccessful delivery Grauer-Lipovniczky Tímea will leave a notice containing its contact data. In this case it is the obligation of Client to contact the client service of Grauer-Lipovniczky Tímea E.V. at the [marta.flymetotheloom@gmail.com](mailto:marta.flymetotheloom@gmail.com) e-mail address.
6. For the case of repeated unsuccessful delivery, Service Provider reserves itself the right to restrict the purchases of the Client (it will perform only purchases that are paid in advance) or to delete the registration of Client.
7. Supplier will perform the purchase orders with the conditions that are published on the Website.
8. Service Provider will inform the Client on continuous basis about the status of his/her order and the tasks that have to be done.

- **Supplier warranty, product warranty, guarantee**

1. The prevailing provisions of Act V of year 2013 on the civil code have to be applied in respect of supplier warranty, product warranty and guarantee. Law enforcement initiated by the Client is possible in each case between the Client and the Service Provider or the product manufacturer, in the case of which Service Provider undertakes a mediator role upon the request of the Client.

2. Supplier warranty

Client may enforce a supplier warranty in the case of the defective performance of Service Provider, in line with the rules of the Civil Code. Client – according to his/her arbitrary choice – may enforce the following supplier warranty claims:

- Client may request repair or replacement, except, if it is impossible to perform the claim the way Client chose, or if it would involve a disproportional surplus cost for the enterprise compared to the performance of the claim in another way. If Client did not request or may not have requested the repair or replacement, he/she may request the proportional reduction of the price or the Client may repair or may have the defect repaired by someone else or – in the ultimate case – the Client may cancel the contract.
- Client may switch over from the supplier warranty he/she selected to another one, however, the cost of switching has to be borne by Client, except, if switching was justified or the reasons of it may be attributed to the enterprise.

Client is obliged to communicate the defect without any delay after recognising it, but not later than within 3 days after recognising the defect. However, already Client may not enforce its supplier warranty rights beyond the time limitation of two years after the performance of the contract. Client may enforce his/her supplier warranty claims against the Service Provider. Other conditions of enforcing the supplier warranty rights: There is no other condition beyond communicating the defect for enforcing a supplier warranty claim within six month after performance, provided Client certifies that the product or service was provided by the given enterprise. However, after the expiry of six months after performance, Client is already obliged to prove that the defect he/she recognised, already existed at the time of performance.

3. Product warranty

If the product is defective, the Client – according to his own choice – may either enforce its right that is defined in Point a) or it may enforce a product warranty claim. As a product warranty claim, the client may exclusively request either the

repair or the replacement of the defective product. The product is defective if it does not fulfil the quality requirements that were in effect when it was introduced to the market or if it does not have the properties that are indicated in the description that is provided by the manufacturer. Client may enforce his/her product warranty within two years after the product was introduced to the market by the manufacturers. After the passing of this deadline Client loses this entitlement of his/hers. Client may enforce his/her product warranty claim exclusively against the manufacturer of the movable goods or against the Service Provider. The defect of the product in the case of a product warranty claim has to be proven by the Client. The manufacturer or the Service Provider will be exempt from under its product warranty liability exclusively if it is able to prove the following:

- it did not produce the product or introduce it to the market in the scope of his business activities, or
- the defect was not detectable at the time when the product was introduced to the market according to the status quo of science and technology, or
- the defect of the product was caused by the application of a legislation or of a mandatory authority provision.

The manufacturer or the Service Provider has to prove a sufficient reason for being exempted. In respect of the same defect it is not possible to enforce both the supplier warranty and the product warranty simultaneously. However, after successfully enforcing a product warranty claim, the supplier warranty claim that refers to the replaced product or repaired part has to be enforced against the manufacturer.

### 3. Guarantee

The prevailing provisions included in Government Regulation 151/2003. (IX.22.) on mandatory guarantees concerning specific durables (hereinafter referred to as: Guarantee Government Decree) have to be applied. In the case of defective performance, based on the above Guarantee Government Decree, Service Provider is obliged to provide guarantee in respect of the products that are defined in the Guarantee Government Decree. Client may request repair or replacement based on the Guarantee Government Decree. The mandatory guarantee period is 1 year. A Service Provider is exempted from under its guarantee obligation only if it proves that the reason of the defect occurred after performance. Presenting the guarantee slip is a prerequisite of enforcing a guarantee initiated by the Client. It is not possible to enforce for the same defect simultaneously a supplier warranty and a guarantee claim, or a product warranty and guarantee claim. Otherwise the rights arising from guarantee are due to the Client independently of the entitlements that are defined in Points a) and b).

#### 1.

1. Service Provider is entitled to have the defect indicated in connection with the product purchased reviewed by a specialist service provider, and in case the defect may be traced back to improper use, the cost of repair has to be borne by the Client.

- **Cancellation**

1. After receiving the product, Client is obliged to check the product and to immediately inform the client service of Service Provider if something is missing or if he/she detects any kind of deviation.
2. Client is entitled to cancel the contract without any reasoning within 14 days based on Government Decree 45/2014 (II.26.) on the detailed rules of contracts between the customers and businesses (hereinafter referred to as Government Decree). The cancellation deadline expires with the passing of 14 days after the day on which the Client or a Client appointed third person other than the forwarder takes over the ordered product. When several products are provided, it expires with the passing of 14 days after the day on which the Client or a Client appointed third person other than the forwarder takes over the last product. Client may also exercise his/her cancellation right during the period that is between the day, when the contract is signed and the day when the product is taken over. If Client wishes to exercise its cancellation right, he/she is obliged to forward his/her unambiguous statement that contains his/her cancellation intention (e.g. through post, electronically sent letter) to one of the following contact points:

postal address: 1028 Budapest, Szegfű utca 14. email: marta.flymetotheloom@gmail.com

Client may use for this purpose the cancellation statement sample that is given in Appendix 1 of this GTC. Client exercises its cancellation right within the deadline, if he/she sends his/her cancellation statement before the expiry of the above given deadline. If Client cancels the contract, Service Provider will refund all the counter-services that were performed by Client, including the cost of forwarding (except those additional costs, that occurred because the Client selected a forwarding method that is other than the cheapest, usual forwarding method that is offered by Service Provider) without any delay, but at the latest within 14 days after receiving the cancellation statement. If Client orders several

products simultaneously, Service Provider is not obliged to refund the forwarding cost, provided Client did not exercise its cancellation right in respect of all the products ordered. During refunding, Service Provider shall apply the same method of payment as the one that was used during the original deal, except, if Client gives his/her express consent to using another method of payment; due to using this latter refunding method no additional cost will burden the Client. Service Provider may withhold the refunding while he does not receive the product or until the Client certifies that it sent the product back (the earliest time has to be taken into consideration from among these two times). Client is obliged to send back or hand over the product to Service Provider without any unjustified delay, but at the latest within 14 days after the communication of his/her cancellation statement. The deadline is considered as being observed, if prior to the expiry of the 14-day deadline the Client sends the product. **The direct cost of returning the product burdens the Client.** You may be considered to be responsible for the decreasing of the value of the product, if it was caused by use that exceeds the use that is needed for establishing the character and properties of the product. Service Provider does not have a code of conduct that corresponds to Act XLVII of year 2008 on the prohibition of unfair commercial practices against consumers ([http://njt.hu/cgi\\_bin/njt\\_doc.cgi?docid=117819.252687](http://njt.hu/cgi_bin/njt_doc.cgi?docid=117819.252687)).

- **Complaint management**

Client may report its complaints that may occur during the purchase at any of the contact points given under Point 1.5. Complaint management provided by Service Provider is free of charge in each case.

- **Verbal complaints**

Service Provider examines the verbal complaints presented by Client without any delay and if possible, it will remedy them immediately. If Client does not agree to the method of complaint management, or if it is not possible to immediately remedy the complaint, Service Provider will record a report on the complaint of Client, and it will discuss the contents of the report with and it will get the approval of Client. Service Provider has to hand over the non-original copy of the report to the Client. Service Provider will examine the complaint after receiving it and it will send a response containing its standpoint connected to the complaint within 30 days after its receipt, with reasoning. Service Provider records the complaints communicated over phone, therefore in this case the report corresponding to the above is substituted with the voice recording. The report prepared on the complaint has to contain the following data:

1. name of client
2. address of residence, headquarters, and if needed the postal address of Client
3. place, time and method of presenting the complaint
4. detailed description of the complaint of Client
5. article number of the product purchased by the Client or another identifier suitable for identifying the product

6. the signature of the person recording the report and of the Client (this latter formal element is also required in the case of a personally communicated verbal complaint);

- **Written complaints**

In the case of a written complaint, Service Provider will investigate the complaint after receiving it and it will send a written response concerning the complaint to the Client within 30 days after the complaint was communicated to it. If required Service Provider will notify Client electronically about the result of the investigation. The complaint is investigated, refused, or mediated by Service Provider on the basis of the effective provisions of law. Service Provider will mention in its response letter the result of the comprehensive investigation of the complaint, about the measures that were introduced in order to remedy the complaint, and in the case of refusal about the reasons of refusal. Service Provider shall give an unambiguous and articulate reasoning in the information it will provide, with avoiding the unjustified use of legal expressions. Service Provider will make efforts to substantively answer in its response letter all the complaints of Client.

- **Complaint register**

Service Provider may request the following data from Client during complaint management:

- name of Client
- address of residence, headquarters, postal address of Client
- phone number of Client
- method of notification
- article number or other identification number of the product or service involved in the complaint
- description and reason of the complaint
- complaint related claim of Client
- copy of the documents possessed by Client, needed for supporting the complaint
- other data needed for investigating and answering the complaint

Service Provider will process the data submitted by Client during complaint management in line with the provisions of Act CXII of year 2011 on information self-determination and freedom of information ([http://njt.hu/cgi\\_bin/njt\\_doc.cgi?docid=139257.296207](http://njt.hu/cgi_bin/njt_doc.cgi?docid=139257.296207)), and in line with the contents of the Data Protection Policy that is available on the Website. Service Provider will archive for 5 years the written complaints – including also the report that is made on the complaint that is presented on the occasion of a personal visit – and the answers that are given to them. After the passing of the retention period Service Provider will scrap the data carriers (deeds). Service Provider will use the personal data that are recorded in the complaint register exclusively for

registering the complaint cases and for the purpose of judging the complaint cases.

- **Legal remedy**

If the complaint of Client is fully or partially refused, or if the above deadline defined for investigating the complaint has passed without any success, Client may turn to the following authorities and bodies:

- consumers may primarily turn with their complaints to the regionally competent district offices starting with January 1, 2017. Their contact data are available here: <http://jarasinfo.gov.hu/>.

Conciliation Body: Client may turn to a conciliation body in connection with issues of dispute that are connected to the quality and safety of the product, the application of the product warranty rules, and the signing and performance of the contract.

- The relevant contact data are available here:  
<https://www.fogyasztovedelem.kormany.hu/node/8579>

For the case, when it is not possible to settle the legal dispute through one of the above methods or through another negotiation based manner, Contracting Parties stipulate the exclusive jurisdiction of the District Court of Siófok depending on the value limit of the dispute.

Online dispute settlement:

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

If you wish to complain in connection with an online purchased product or service, you may initiate on this website the out-of-court settlement of the complaint. The portal may be used only if you live in the EU, Norway, Iceland or Liechtenstein, and the headquarters of the trader is also either in one of the EU countries, Norway, Iceland or Liechtenstein.

- **Miscellaneous**

1.

- The security level of the online shop operated by Service Provider is appropriate, its use does not represent any risks, however, we recommend you to take the following precautionary steps: use anti-virus and anti-spyware software with updated databases and install the security updates of the operation system. Purchasing on the Website assumes that Client knows the technical limits of Internet and the acceptance of the possibilities of errors that are inherent to the technology.

- Service Provider is not liable for any damage that is caused by getting connected to the Website. Client is obliged to protect his/her computer and the data located therein.
- The issues that are connected to data processing are covered by the Data Processing Policy accessible on the website.
- User accepts the registration related contents of the data protection policy and accepts them to be binding for him/her. The data protection policy of Service Provider is available here:  
<https://flymetotheloom.com/general-data-protection>

1.

- Service Provider is entitled to modify unilaterally this GTC at any time. The possible modifications will come into effect simultaneously with their publication on the Website.

The General Terms and Condition may be downloaded from the following link:  
<https://flymetotheloom.com/en/general-terms-and-conditions>

## Appendix 1

**Cancellation statement sample** (please fill in this statement and return it only if you wish to cancel the contract) Addressee: **1**Undersigned I/we declare that I/we wish to exercise our cancellation right in respect of the contract concerning the purchase and sale of the following product(s) or the provisions of the following service(s): **2**Time of contract signing/time of receipt: Name of consumer(s): Address of consumer(s): Signature of consumer(s): (exclusively in the case of a statement made on paper) Date **1**Here please mark the name, postal address, phone number, fax number of the enterprise and its electronic postal address. **2** Here please give the product being the subject of the contract.