

HOLLOHÁZI PORCELAIN MANUFACTORY
WEBSHOP
INFORMATION ON RIGHT OF
WITHDRAWAL/CANCELLATION AND WARRANTY
RIGHTS

The provisions of this notice apply only to customers who are consumers. For the purposes of Section 8:1 (1) (3) of Act V of 2013 on the Civil Code (Civil Code), consumer means a natural person acting outside the scope of his/her profession, self-employed occupation or business activity.

1. Right of withdrawal/cancellation:

The customers of Hollóházi Porcelánmanufaktúra Kft. (registered office: 3999 Hollóháza, Károlyi út 11.; company registration number: 05-09-026489; hereinafter referred to as the "Service Provider") are entitled to withdraw from the contract concluded by placing an online order in the webshop without giving any reason.

The buyer has the right of withdrawal

- a) the goods,
 - b) in the case of orders for several goods, if each good is supplied at a different time, to the last good supplied,
 - c) in the case of goods consisting of several lots or pieces, to the lot or piece last supplied,
 - (d) where the goods are to be supplied regularly within a specified period, the first supply,
- or, where specified in a period, within 14 (fourteen) days of the date of receipt of the goods by the buyer or a third party other than the carrier and indicated by the buyer.

The buyer is also entitled to exercise the right of withdrawal without giving any reason during the period between the date of conclusion of the contract and the date of receipt of the goods.

The buyer may exercise his right of withdrawal by means of a clear declaration of withdrawal or, for this purpose, by using the model withdrawal/cancellation form in Annex 1 to this information notice.

The customer's right of withdrawal shall be deemed to have been exercised in due time if the customer sends his declaration to the Service Provider within the period for exercising the right of withdrawal. The burden of proving that the User has exercised his right of withdrawal as described in this Chapter shall lie with the User.

The buyer must send a clear declaration of his/her intention to withdraw to one of the following addresses:

3999 Hollóháza Károlyi út 11.

E-mail: info@hollohazi1777.hu

If the buyer withdraws from the contract as described above, the Service Provider shall immediately, but no later than within 14 (fourteen) days of receipt of the buyer's notice of withdrawal, refund the total amount paid by the buyer as consideration, including the costs incurred in connection with the performance. The Supplier shall reimburse the amount refunded to the buyer in the same way as the payment method used by the buyer. With the express agreement of the buyer, the Service Provider may use a different method of payment, provided that no additional costs are incurred by the buyer as a result.

If the Customer has expressly chosen a mode of transport other than the least costly usual mode of transport for the carriage of the goods, the Service Provider shall not be obliged to reimburse the additional costs arising therefrom.

The Supplier may withhold the reimbursement until the buyer has returned the goods or has proved beyond reasonable doubt that he has returned them, whichever is the earlier.

In the event of withdrawal, the buyer shall return or hand over the goods to the Service Provider without undue delay, but no later than 14 (fourteen) days from the date of the notice of withdrawal. The return shall be deemed to have been effected on time if the buyer sends the goods before the expiry of the 14 (fourteen) day period. The direct cost of returning the goods shall be borne by the buyer.

The buyer can only be held liable for depreciation of the goods if it is due to use beyond the use necessary to establish the nature, characteristics and functioning of the goods.

2. Accessories warranty:

In the event of a defect in the ordered goods, the customer may assert a warranty claim against the Service Provider under the provisions of the Civil Code.

When asserting a warranty claim, the buyer may request the repair or replacement of the defective goods, unless the fulfilment of the claim chosen by the buyer is impossible or would involve disproportionate additional costs for the Service Provider compared to the fulfilment of his other claim. If the buyer has not requested or could not have requested the repair or replacement, he may request a proportionate reduction in the price or have the defect repaired or replaced by another party at the expense of the Supplier or, as a last resort, withdraw from the contract, if the Supplier has not undertaken to repair or replace the goods, cannot fulfil his obligation within a reasonable time, without prejudice to the interests of the customer, or if the rightful claimant's interest in repair or replacement has ceased.

The buyer may switch from one warranty right to another, but must bear the cost of the switch, unless it was justified or the Service Provider gave a reason for it.

No withdrawal due to a minor defect.

The buyer shall notify the Service Provider of the defect immediately after its discovery, but no later than 2 (two) months after the discovery of the defect. The customer may not assert a

warranty claim beyond the limitation period of 2 (two) years from the date of performance of the contract.

Within 6 (six) months from the date of performance, the buyer may claim for a warranty beyond the notification of the defect, if the buyer proves that he purchased the goods from the Service Provider. In such a case, the defect shall be deemed to have existed at the time of performance, unless this is incompatible with the nature of the goods or the nature of the defect. However, after 6 (six) months from the date of performance, it is the buyer's responsibility to prove that the defect existed at the time of performance.

3. Product warranty:

In the event of a defect in the goods, the buyer may, at his or her option, instead of claiming a warranty for accessories, also claim a product warranty against the manufacturer or distributor. As a product warranty claim, the buyer may only request the repair or replacement of the defective goods.

The goods are defective if they do not meet the quality requirements in force when they were placed on the market or if they do not have the characteristics described by the manufacturer. In this case, the User must prove that the goods are defective.

The product warranty claim can be enforced within 2 (two) years from the date the goods were placed on the market by the manufacturer. Failure to meet this deadline shall result in loss of rights.

The producer/distributor is only exempted from the product liability if he proves that he did not manufacture or put the goods into circulation within the scope of his business activities; or the defect was not detectable according to the state of science and technology at the time of putting the goods into circulation; or the defect in the goods results from the application of a legal or regulatory provision. The manufacturer/distributor need only prove one ground for exemption.

A warranty claim for accessories and a product warranty claim for the same defect cannot be made at the same time and in parallel. However, in the event of a successful product warranty claim, the buyer may assert a warranty claim against the manufacturer for the replaced goods or repaired part.

4. Complaints and redress:

The customer may submit a complaint about the goods or the Service Provider's activities to the following contact details:

Complaints can be made to:

3999 Hollóháza, Károlyi út 11.

Customer Service:

3999 Hollóháza, Károlyi út 11.

Attachments:

Annex 1: Model withdrawal/cancellation notice.

Annex 1:

Sample withdrawal/cancellation notice.

Withdrawal declaration

Addressee: Hollóházi Porcelain Manufactory Ltd. (postal address: 3999 Hollóháza Károlyi út 11., e-mail: info@hollohazi1777.hu)

I, the undersigned, declare that I exercise my right of withdrawal in respect of the contract for the sale of the following good(s):

Date of conclusion of contract / date of receipt: _____

Name of the consumer: _____

Address of the consumer: _____

Date: _____

Signature of the consumer: (only in case of paper declaration)
