

## General Terms of Contract

These General Terms of Contract (the '**GTC**') set out the rights and obligations of Lime Creative Korlátolt Felelősségű Társaság (the '**Service Provider**' ) and customers using electronic commerce services provided by the Service Provider (the '**Customer**') through the website available at the artypical.hu and artypical.store internet address (the **Service Provider** and the **Customer** collectively referred to as the '**Parties**').

The GTC shall apply to all legal transactions and services carried out through the website **artypical.hu and artypical.store**, whether performed from Hungary or abroad, by the Service Provider or its contributor.

| <b>Service Provider's details</b> |                                  |
|-----------------------------------|----------------------------------|
| Name:                             | <b>Lime Creative Kft.</b>        |
| Registered office:                | 1112. Budapest, Budaörsi út 163B |
| Mailing address:                  | 1112. Budapest, Budaörsi út 163B |
| E-mail:                           | webshop@artypical.hu             |
| Company register No:              | 01-09-916681                     |
| Tax No:                           | 14719385-2-43                    |

### I. **General information and conclusion of contract between the Parties**

1. The scope of these GTC extends to all electronic commerce services provided through the electronic store on the website at artypical.hu and artypical.store (the '**Web Shop**'). Furthermore, the scope of these GTC extends to all commercial transactions made between the Parties specified in this contract. Act CVIII of 2001 on certain issues of electronic commerce services and services related to information society (the 'Electronic Commerce Services Act') regulates shopping

in the Web Shop.

2. Shopping in the Web Shop is possible by making an order submitted electronically, as defined in these GTC.
3. A significant part of the services of the Web Shop are available to all users, even without registration. However, some services are subject to registration followed by login, to which anyone shall be entitled, as set out in these GTC.
4. The contract concluded between the Parties in Hungarian upon the purchase of the product shall be deemed a written contract. It shall be filed by the Service Provider, shall be retained for 5, say five, years after its conclusion and shall be subsequently accessible. By logging into their registered account, the Customer can view the contract concluded between distant parties under the menu item 'My Orders', from which the contract can be saved or printed.
5. The language of the contract shall be Hungarian.
6. The Service Provider does not subject itself to the provisions of any code of conduct.
7. Customer Service  
Personal customer service is not possible at the address of the Customer Service. The Customer can only contact the Customer Service by e-mail.  
Mailing address: Lime Creative Kft 1112. Budapest, Budaörsi út 163B  
E-mail: webshop@artypical.hu
8. The images displayed on the data sheets of the products in the Web Shop are illustrations and may differ from reality. The Service Provider does not assume any liability for any changes made without prior notice due to possible technical prospectuses, the supplier or for reasons beyond its control.
9. The Service Provider reserves the right to reject already confirmed orders in whole or in part. Partial performance may be take place only after consultation with the Customer.

**The Customer acknowledges that following an order made in the Web Shop, a contract for the sale and purchase of the product ordered is concluded between them and the Service Provider as distant Parties as a result of confirmation by the Service Provider. The Customer expressly acknowledges that their order in the Web Shop will imply a payment obligation.**

## **II. Registration**

1. Registration can be done under the menu item 'Registration' on the Homepage, by filling in the form there or embedded in the payment process. Under the menu item 'Registration', a real e-mail address, a name and a password of the Customer's choice are required. Once the details have been provided, the registration will be completed, from which we will send a confirmation message to the e-mail address provided. If the Customer proceeds from the Cart page with the intention to purchase and pay, the registration can also be carried out in a simplified manner, only by entering a real e-mail address. In this case, we will send a confirmation message to the Customer at the specified e-mail address,

which will also include a link to set up a password. By registering in the Web Shop, the Customer declares that they have become acquainted with and agree to the terms of these GTC and the Privacy Statement published in the Web Shop and consent to the data processing set forth in the Privacy Statement.

2. The Service Provider shall not be liable for any delivery delays or other problems or errors attributable to erroneous and/or inaccurate data provided by the Customer. The Service Provider shall not be liable for any damages caused by the Customer forgetting their password or if it becomes accessible to unauthorised persons for any reason attributable to the Service Provider. The Service Provider shall treat every registration as an individual person. The previously entered details may be changed after logging in, in the menu item 'My BS Account/My Details', which can also affect the details of active orders. The Service Provider shall not be liable for any damages or errors resulting from the change of registered details by the Customer. The Customer shall report any change in their details related to registration to the Service Provider or shall change the details in person.
3. The Customer shall be entitled to cancel their registration at any time by sending an e-mail message to the Customer Service. After receiving the message, the Service Provider shall ensure the cancellation of the registration forthwith. The Customer's user data will be removed from the system immediately after deletion; however, this does not affect the retention of data and documents relating to orders already placed and does not result in the deletion of such data. Once removed, it is no longer possible to restore the data.
4. The Customer shall be solely responsible for keeping user access data (in particular, the password) secret. If the Customer becomes aware that their password provided during registration may have been accessed by an unauthorised third party, they shall change their password forthwith, and if it can be assumed that the third party is misusing the password in any way, they shall notify the Service Provider at the same time.
5. The Customer agrees to update the personal data provided during registration as necessary in order to ensure that it is timely, complete and true. The Customer shall keep the person's details up-to-date and shall report it to the Service Provider in the event of a change of details if necessary for performance or the enforcement of other legitimate interest.

### **III. Placing an order**

1. Orders may only be placed by natural persons over the age of 18, who are not under guardianship, do not function as a company and have a delivery address in Hungary.
2. The essential properties and characteristics of the product to be purchased and the instructions for the use of the products can be learned from the information page of the specific product. It shall be deemed to be contractual performance by the Service Provider if the product has more favourable and advantageous properties than the information provided in the Web Shop. If you have any questions about the product prior to its purchase, do not hesitate to contact our Customer Service. If you need more information about the quality, fundamental property, use and usability of any product in the Web Shop than is provided in the

Web Shop, please contact our Customer Service. Its contact and other details are provided in Section 1.7 of these GTC.

3. The purchase price is always the amount indicated next to the selected product, which, if not specifically indicated, already includes value added tax. The purchase price of the product does not include the cost of delivery. The Service Provider reserves the right to change the prices of products that can be ordered from the Web Shop, with the proviso that the change shall take effect at the same time as the date of publication in the Web Shop. The change does not adversely affect the purchase price of products already ordered. When payment is initiated by online bank card, in the event of a price decrease in the period between the dispatch of the electronic payment notice and the receipt of the product, we will not be able to make a partial refund. The security check on the online payment transaction takes minimum 24, say twenty-four, hours, and the product may only be received after that. The Customer acknowledges that when the online payment is made the following personal data stored in the user account of Lime Creative Korlátolt Felelősségű Társaság (1112 Budapest, Budaörsi út 163B) in the user database of artypical.hu will be handed over to OTP Mobil Kft and is trusted as data processor. The data transferred by the data controller are the following: name, email address, bank card data. The nature and purpose of the data processing activity performed by the data processor in the SimplePay Privacy Policy can be found at the following link: <http://simplepay.hu/vasarlo-aff>
4. If, despite all the care taken by the Service Provider, an incorrect price is displayed in the Web Shop, with special regard to an obviously incorrect price, e.g. one significantly different from the widely known, generally accepted or estimated price of the product, including a striking disproportion in value, or a price of HUF 0 or HUF 1, which may appear due to a possible system error, the Service Provider is not obliged to deliver the product at the incorrect price, but may offer delivery at the correct price, in the knowledge of which the Customer may rescind their intent to buy it. The Customer shall be entitled to such right of rescission without giving reasons.
5. After logging in following registration in the Web Shop, the Customer will gain access to the additional options in the 'User' panel, such as order history, view of the status of the last order, save delivery addresses and send the latest product information.
6. The Service Provider shall accept the order through its Web Shop only from a registered Customer and only if the Customer completely fills in all the fields necessary for the order. If the Customer fills in a field incorrectly or incompletely, they will receive an error message. The Service Provider shall not be liable in any way for any delivery delays or other problems or errors attributable to erroneous and/or inaccurate order details provided by the Customer.

It is possible to place an order in the Web Shop by logging in after registration and then using the Cart. The Customer can add the selected products to their Cart using the 'Add to Cart' button on the product details page that appears after clicking on each product. They can view or change the content of the Cart after clicking on the cart icon in the upper right corner of the Web Shop. In the 'Comment' section on the Cart form, the Customer may provide additional specific information. If the Customer has finalised the content of the Cart, they can enter the invoicing and shipping information on the interface that appears by clicking on the 'Payment' button. If they have entered all the necessary information, they can enter the coupon code that entitles them to a discount by

clicking on the 'Provide Coupon Code' button. After clicking on the 'Submit order' button, we will redirect the Customer to the order confirmation page; from this page they can either continue shopping or can proceed to sum up their order. When paying online, payment must be made immediately through the OTP SimplePay interface after the order is placed, by entering the transaction data necessary to pay the total amount of the order. If the Service Provider or the legal entities involved in the transaction did not receive the payment, the order is considered incorrect and, consequently, no contract is concluded between the Parties and the order is not processed. In this case, the Customer must initiate another order.

The order will be placed and the offer will be sent after clicking on the 'Submit Order' button. The order is therefore placed by clicking on the 'Submit Order' button, which creates a payment obligation for the Customer.

7. In any stage of the ordering process, until payment is made, the Customer may withdraw their order by interrupting the ordering process and leaving the order page. An uncompleted order will not be processed.
8. After placing an order, the Customer receives an order confirmation immediately at the e-mail address specified at the time of login. The e-mail contains the unique order number, which can be used, e.g. to check the status of the order.
9. The Service Provider may contact the Customer via the e-mail address or telephone number provided by the Customer if there are any questions about the processing of the order.
10. The purchase price of the products displayed in the Web Shop is indicated inclusive of value added tax and other public dues (as a gross amount). The purchase price indicated next to the product does not include the cost of delivery. The price of the product is indicated in Hungarian forints (HUF) and euro (EUR) (when setting the currency, the Customer may select the appropriate currency). The Service Provider provides detailed information on its occasionally advertised special promotions and discounts in the Web Shop.

#### **IV. Correction of data entry errors**

The Customer should be able to correct data entry errors on the ordering interface in the Web Shop at any time in any stage of the ordering process and until the order is sent to the Service Provider (e.g. deletion of a product from the cart by clicking on the 'remove' button).

#### **V. Commitment to the offer and confirmation**

1. The Service Provider shall confirm receipt of the offer (order) sent by the Customer without delay for the Customer by an automatic confirmation e-mail, no later than within 48, say forty-eight, hours. This confirmation e-mail only informs the Customer that their order has been received by the Service Provider.
2. The offer (order) made by the Customer may be considered to be finally accepted by the Service Provider if it sends a delivery notice to the Customer at the e-mail address provided, with which a valid contract is concluded between the Parties.
3. The Customer shall no longer be committed to their offer if they do not receive the confirmation e-mail for the order submitted from the Service Provider without delay, but no later than within 48, say forty-eight, hours. An exception to the exemption is if

the delay in the confirmation e-mail was caused by a false or incorrect e-mail address provided by the Customer, or if the Customer's e-mail account is unable to receive messages because their mailbox is full. In these cases, the Customer shall purchase the product even if they did not receive the confirmation e-mail within the deadline.

4. If the Customer has already sent their order to the Service Provider and notices an error with regard to the details contained in the confirmation e-mail, they must indicate it to the Service Provider within 1, say one, day or may send the signal when the Service Provider contacts them by telephone in order to avoid the fulfilment of unwanted orders.
5. The order shall be deemed an electronically concluded contract, which is governed by the provisions of Act V of 2013 on the Civil Code (the 'Civil Code') and the Electronic Commerce Services Act. The contract is subject to Government Decree No 45/2014 of 26 February 2014 on the detailed rules for contracts between a consumer and a company and bears in mind the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.
6. If the product to be ordered is not available when the order is placed or the product marked with the status 'Available for ordering' cannot be procured within the period indicated in the Web Shop, the Service Provider reserves the right not to accept the order of the product. In this case, no contract is concluded and the Customer will be notified of this. Any payment that may have been made earlier will be refunded forthwith to the Customer by the Service Provider.

## **VI. Terms of delivery, payment and invoicing**

1. The Service Provider shall deliver the goods ordered and requested to be delivered to the Customer against payment of shipping costs. The Service Provider shall inform the Customer about the shipping fee during the ordering process. The shipping fee is determined taking into account the products in the cart. The Service Provider shall be entitled to apply different shipping fees for different product categories (including, but not limited to, large parcels and small parcels). During certain discount periods, the Service Provider shall deliver the goods ordered and requested to be delivered free of charge by its own means of transport or by using a carrier company if the gross value of the specific order reaches the amount eligible for free shipping, published in the Web Shop or in the relevant promotion, or the order otherwise meets the conditions of the promotion. The Service Provider shall be entitled to unilaterally determine the conditions. If the Customer also orders a product that is not subject to free shipping, the Service Provider shall be entitled to charge a shipping fee in connection with the specific order. In the case of orders charged with shipping costs, the freight (shipping cost) shall be borne by the Customer in such a way that the freight is stated on the order summary screen, in the invoice and in the confirmation e-mail alike. If the Customer indicates at the time of placing the second order and it is still possible on the basis of feedback from the Service Provider, the Service Provider may combine the orders, but it is no longer possible to subsequently combine parcels already dispatched. The Service Provider reserves the right to change the shipping fee, with the proviso that the change shall take effect at the same time as the date of publication in the Web Shop. The change shall not affect the total amount of the products already ordered. The delivery of large parcels is always accounted for at a separate rate regardless of the value limit; free delivery is not available!

2. The Customer acknowledges that, unless otherwise agreed by the Parties, the Service Provider shall make the goods available to the buyer without delay after the conclusion of the contract, but no later than within 30, say thirty, days. If the Service Provider falls into delay, the Customer shall be entitled to set an extended deadline. If the Service Provider does not fulfil the order within the extended deadline, the Customer shall be entitled to rescind the contract. If, according to the agreement of the Parties or due to the recognisable intended purpose of the service, the contract should have been performed at a specified date of performance and not at another date, the Customer shall be entitled to rescind the contract without an extended deadline being set. Therefore, the Customer expressly acknowledges that if the Parties have agreed on an expected deadline and the Service Provider does not meet it, then the Customer shall be entitled to rescind the contract. The delivery time may be longer at the time of discounts, special campaigns or a pandemic situation.
3. The Service Provider shall perform the services ordered in the Web Shop at the way stated in the order confirmation sent to the Customer by e-mail.
4. After the order has been sent, the Service Provider shall issue an electronic invoice to the Customer, to the e-mail address provided by the Customer, in order to confirm the payment.

The acceptance of these GTC shall be deemed a consent by the electronic invoice recipient. After these GTC are accepted, the Customer consents to the Service Provider issuing an electronic invoice to the Customer. In accordance with the above, by submitting the order, modifying the order and accepting these GTC, the Customer expressly consents to accepting the electronic invoice issued by the Service Provider and complying with the legislation in force or from the invoice e-mail sent by the Service Provider by the date specified there. The electronic invoice may be accessed on the Customer's personal page at least for the period specified in the separate laws (VAT Act, Accounting Act).

The electronic invoice issued by the Service Provider is an electronically issued accounting document, which is fully suitable for identification under the accounting and VAT legislation and for tax administration purposes. Pursuant to the legislation in force, invoices issued by electronic means shall be kept electronically. The original electronic invoice, as an accounting document issued by electronic means, credibly proves the existence of the rights and obligations relating to the payment of taxes.

The electronic invoice so issued meets the conditions set out in Act CXXVII of 2007 on value added tax, Decree No 23/2014 of 30 June 2014 of the Minister for National Economy and other legislation on electronic invoices.

## **VII. Right of rescission**

The provisions of this paragraph shall apply only to natural persons acting outside the scope of their trade, profession or business, who buy, order, receive, use or utilise goods and are the recipient of commercial communication or offers relating to the goods (the 'Consumer'). The Consumer shall be entitled, in the case of a contract for the sale and purchase of a product, to rescind the contract without stating reasons, within 14, say fourteen, days of the date of receipt of the following by the Consumer or a third party other than the carrier designated by the Consumer:

1. the product,
2. when more than one product is supplied,

3. the product last supplied, in the case of a product consisting of more than one lot or piece, the lot or piece last supplied,
4. if the product is to be supplied regularly within a specific period, its first supply.

The Consumer shall be entitled to exercise their right of rescission also in the period between the date of conclusion of the contract and the date of receipt of the product. In the case of a contract for the provision of services, the Consumer may exercise their right of rescission within 14 days of the date of conclusion of the contract.

The Consumer shall not be entitled to the right of rescission:

- in respect of the sale and purchase of a copy of an audio or video recording or computer software in closed packaging if such packaging was opened by the Consumer after delivery; in respect of non-prefabricated products, which were manufactured on the Consumer's instruction or explicit request or in the case of products that are clearly customised for the Consumer;
  - in the case of products sold in closed packaging, which, for health protection and hygiene reasons, may not be returned if the packaging is opened after delivery.
1. If the Consumer wishes to exercise their right of rescission, they shall forward (by post or e-mail) a clear declaration of their intention to rescind the contract to the Service Provider by using the contact details indicated at the beginning of these GTC. The Consumer shall be deemed to exercise their right of rescission within the deadline if they send their declaration of rescission to the Service Provider before the expiry of the deadline indicated above.
  2. It is for the Consumer to prove that they have exercised their right of rescission in accordance with the provisions of Section 7 of these GTC.
  3. In both cases, the Service Provider shall forthwith confirm receipt of the Consumer's declaration of rescission by e-mail.
  4. In the even of rescission submitted in writing, it shall be deemed to have been validated within the deadline if the Consumer sends their declaration to that effect to the Service Provider within 14, say fourteen, days (even on the 14th calendar day).
  5. The Service Provider shall take into account the date of posting in the event of notification by post and the time of sending the e-mail in the event of notification by e-mail for the calculation of the deadline. The Consumer shall post their letter by registered mail in order to allow credible proof of the date of posting to be provided.
  6. If the Consumer rescinds the contract, they shall return the product ordered to the address of our Logistic Partner indicated below without undue delay, but no later than within 14, say fourteen, days after the notification of their declaration of rescission.

WEBSHIPPIY Logisztikai Központ  
2151 Fót East Gate Business Park, C/2



7. The deadline shall be deemed to have been met if the Consumer sends the product (mails it or hands it over to the courier ordered by them) before the end of the 14, say fourteen, -day deadline.
8. The cost of returning the product to the address of the Service Provider shall be borne by the Consumer unless the Service Provider has agreed to bear these costs. At the Consumer's request, the Service Provider shall arrange for the return delivery, but the cost of the return delivery organised by the Service Provider shall be borne by the Consumer; in this case, the Service Provider does not assume the cost of the return delivery organised by it from the Consumer. The Consumer's relevant request is received by the Customer Service of the Service Provider.
9. The Service Provider is not in a position to receive parcels returned with cash on delivery. In addition to the cost of returning the product, the Consumer does not bear any other costs in connection with the rescission.
10. If the Consumer rescinds the contract, the Service Provider shall refund all considerations paid by the Consumer, including the cost of shipping (paid for delivery), except for the additional costs incurred because the Consumer chose a mode of shipping other than the cheapest usual mode of shipping offered by the Supplier, forthwith, but no later than within 14, say fourteen, days of receipt of the Consumer's declaration of rescission. The Service Provider shall be entitled to withhold the refund until it has received the product back or the Consumer has provided credible proof of having returned it: of the two, the Service Provider shall take into account the earlier date.
11. When making the refund, Service Provider shall use the same payment method as in the original transaction, unless the Customer expressly consents to the use of a different payment method; such refund transaction may not result in any additional costs to the Customer.
12. The Consumer may be held liable for the depreciation of the product only if it is due to use in excess of the use necessary to determine the nature and properties of the product.
13. The Service Provider may demand reimbursement of the depreciation or its reasonable costs resulting from use in excess of the use necessary to determine the nature, properties and operation of the product.
14. Products placed in closed packaging for health protection or hygiene reasons (e.g. swimwear, underwear, jewellery, etc.) may not be returned if the packaging is opened after delivery.
15. The Service Provider shall subject the product so returned to a quality control procedure after receiving it in order to determine whether the returned product is defective or not. The Customer will only be entitled to a refund if the product has not been used, worn or washed. The product returned must contain the original labels and packaging. The Customer is responsible for the obsolescence of the product resulting from its use. The Service Provider is not in a position to accept a product returned in used or damaged condition and must reject any refund claim.

## VIII. Express warranty

1. Pursuant to the Civil Code and Government Decree No 151/2003 of 22 September 2003, the Service Provider shall be bound by an express warranty obligation, which means that during the express warranty period it is released from its liability only if it proves that the defect can be attributed to the misuse of the product.
2. The duration of express warranty (express warranty period) shall begin with actual performance, i.e. the delivery of the product to the Customer.

A defect is not covered by express warranty if the reason for it occurred after the product was delivered to the Customer, e.g. if the defect was caused by:

- misuse and disregard of the content of the user manual,
- improper storage, improper handling or vandalism,
- natural forces or natural disaster.

In the event of a defect covered by express warranty, the Customer:

- may demand primarily, at their option, repair or replacement unless it is impossible to meet the chosen express warranty claim or if it resulted in a disproportionate additional cost to the Service Provider compared to the fulfilment of the other express warranty claim, taking into account the value of the product in a flawless condition, the gravity of the breach of contract and the infringement of interest caused to the Customer by fulfilling the express warranty claim;
- if the Service Provider did not agree to repair or replace the product, it cannot fulfil this obligation within an appropriate deadline, sparing the Consumer's interests, or if the Customer's interest in repair or replacement has ceased, the Customer may, at their option, request delivery in proportion to the purchase price, may repair the defect themselves or may have it repaired by a third party at the expense of the Service Provider, or may rescind the contract. No rescission shall be allowed due to an insignificant defect.

If the Customer enforces a replacement claim within 3 working days of the purchase (placing in service) due to the failure of the product, the Service Provider shall replace the product, provided that the failure hinders its intended use.

The repair or replacement shall be carried out within an appropriate deadline, taking into account the properties of the product and its intended purpose that may be expected by the Customer, sparing the Customer's interests. The Service Provider shall endeavour to carry out the repair or replacement within no more than 15, say fifteen, days.

The part of the repair period during which the Customer cannot use the product in accordance with its intended purpose shall not be considered part of the express warranty period. If the product or part of the product is replaced (repaired), the express warranty period shall recommence for the replaced (repaired) product (part of the product) and with regard to the defect arising as a consequence of repair.

3. The costs associated with the fulfilment of the express warranty obligation shall be borne by the Service Provider.
4. The Service Provider shall only be released from its express warranty obligation if it proves that the reason for the defect occurred after performance.

5. However, the Customer shall not be entitled to the right to enforce a latent defect liability and an express warranty claim or a product warranty and an express warranty claim at the same time, simultaneously, due to the same defect. Irrespective of these restrictions, the Customer shall be entitled to the rights arising from express warranty, regardless the rights defined in Sections 9.1 and 9.2 of these GTC.
6. The express warranty does not affect the enforcement of the Customer's statutory rights, in particular, their latent defect liability, product warranty or compensation rights.

## **IX. Implied warranty**

### **1. Latent defect liability**

1. In the event of the defective performance of the Service Provider, the Customer may enforce a latent defect liability claim against the Service Provider. In the case of a consumer contract, the Customer may enforce their implied warranty claims within a limitation period of 2, say two, years from the date of receipt, for product defects that already existed at the time of delivery of the product. Beyond the 2-year limitation period, the Customer is no longer able to enforce its latent defect liability rights.
2. In the case of a contract concluded with a person other than a consumer, the grantee may enforce their implied warranty rights within a limitation period of 1, say one, year from the date of receipt.
3. The Customer may, at their option, request repair or replacement unless it is impossible to meet the claim chosen by the Customer from them or it would result in an additional cost to the Service Provider, which is disproportionate to the fulfilment of their other claim. If the Customer did not or could not request repair or replacement, they may request delivery in proportion to the consideration paid or the Customer may also repair the defect or may have it repaired by a third party at the expense of the Service Provider or may, ultimately, also rescind the contract. No rescission shall be allowed due to an insignificant defect.
4. The Customer may switch from their latent defect liability right chosen to another, but shall bear the cost of such switch-over unless it was justified or given rise by the Service Provider.
5. The Customer shall notify the Service Provider of the defect forthwith after it is discovered, but no later than within 2, say two, months from the discovery of the defect.
6. The Customer may enforce their latent defect liability claim directly against the Service Provider.
7. Within 6, say six, months of the performance of the contract, there is no condition for enforcing a latent defect liability claim other than giving notice of the defect if the Customer proves that they purchased the product from the Service Provider (by presenting an invoice or a copy of the invoice). In such a case, the Service Provider will only be released from implied warranty if it rebuts this presumption, i.e. it proves that the defect of the product arose after delivery to the Customer. If the Service Provider can prove that the reason for the defect is due to the Customer, it is not obliged to accept the implied warranty claim made by the Customer. However, after 6, say six, months of performance, it is the Customer

who shall prove that the defect they have identified had already occurred at the time of performance.

8. If the Customer enforces their implied warranty claim with regard to a part of the product that can be separated from the product in respect of the defect indicated, the implied warranty claim for the other parts of the product shall not be deemed to have been enforced.

## **2. Product warranty**

1. In the event of a defect in the product (movable property), the Customer qualifying as a consumer may, at their option, enforce the latent defect liability rights or the product warranty claim defined in Section 9.1 of these GTC.
2. However, the Customer shall not be entitled to the right to enforce a latent defect liability and a product warranty claim at the same time, simultaneously, due to the same defect. However, if a product warranty claim is successfully enforced, the Customer may enforce their latent defect liability claim for the replaced product or repaired part against the manufacturer.
3. As a product warranty claim, the Customer may only request the repair or replacement of the defective product. If a product warranty claim is enforced, the Customer shall prove the defect of the product.
4. A product is considered defective if it does not meet the quality requirements in force when it is placed on the market or if it does not have the properties stated in the description provided by the manufacturer.
5. The Customer may enforce their product warranty claim within 2, say two, years, of the placing of the product on the market by the manufacturer. After this deadline the Customer loses this right. The Customer shall notify the manufacturer of the defect without delay after discovering the defect. A defect notified within 2, say two, months of the discovery of the defect shall be deemed to have been notified without delay. The Customer shall be liable for damages resulting from a delay in notification.
6. The Customer may exercise their product warranty rights against the manufacturer or the distributor of the movable property.
7. According to the Civil Code, the producer and distributor of the product shall be deemed a 'manufacturer'.
8. The manufacturer or distributor shall only be released from its product warranty obligation if it can prove that:
  - the product was not manufactured or placed on the market within its business activities;
  - or the defect could not be identified at the state of science and technology when the product was placed on the market;
  - or the defect of the product is a result of the application of legislation or a mandatory order of the authorities.

9. To become released from its obligation, it is sufficient if the manufacturer or distributor proves one reason.

## **X. Liability**

1. The information available in the Web Shop has been posted in good faith, but it is for information purposes only, and the Service Provider does not assume any liability for the accuracy or completeness of the information.
2. The Customer may only use the Web Shop at their own risk and accepts that the Service Provider does not assume any liability for pecuniary and non-pecuniary damages arising during use, other than liability for a breach of contract caused intentionally, by gross negligence or by criminal offence or being detrimental to life, physical well-being and health.
3. The Service Provider excludes all liability for the conduct of the users of the Web Shop. The Customer is fully and exclusively liable for their own conduct; in such a case, the Service Provider shall fully cooperate with the proceeding authorities in order to uncover any infringements.
4. The pages of the service may contain connection points (links) that lead to the pages of other service providers. The Service Provider does not assume any liability for the privacy practice and other activities of such service providers.
5. The Service Provider shall be entitled, but not obliged, to verify, the content that the Customer may make available during the use of the Web Shop, and the Service Provider shall be entitled, but not obliged, to seek indications of illegal activities in respect of the published content.
6. Due to the global nature of the Internet, the Customer agrees to act, when using the Web Shop, also subject to the provisions of the relevant national legislation. If any activity related to the use of the Web Shop is not permitted under the law of the Customer's state, the Customer shall be solely liable for such use.
7. If the Customer detects objectionable content in the Web Shop, they shall signal it to the Service Provider forthwith. If the Service Provider finds the signal to be well-founded in its procedure conducted in good faith, it shall be entitled to delete the information forthwith or to amend it.

## **XI. Right enforcement options**

### **1. Complaints management**

**The Customer may submit their consumer complaints about the product or the activities of the Service Provider by contacting the Customer Service at the following contact details:**

#### **Customer Service**

**Mailing address:** Lime Creative Kft 1112. Budapest, Budaörsi út 163B  
**E-mail :** webshop@artypical.hu

The Customer may submit their consumer complaint about the product or the activities of the Service Provider in writing at the contact details set out in Section XI.1 of these GTC.

The complaint must contain the cause of the complaint and the information necessary to identify the order.

The Service Provider shall examine and respond on the merits to the written complaint within 30, say thirty, days of receipt and shall take action to ensure that the response is forwarded to the Customer. If the complaint is rejected by the Service Provider, it shall justify its position in its substantive response concerning the refusal.

The Service Provider shall keep the record of the complaint and a copy of the response for 5, say five, years.

The Service Provider shall receive the objections raised by the Customer at the direct contact details provided in Section XI.1 of these GTC.

The Service Provider shall give the Customer who lodges the complaint the opportunity to return the defective product by courier service at the expense of the Service Provider and to contact the Service Provider for the related administration at its e-mail address specified in Section 11.1 of these GTC.

Please note that the Service Provider shall not be liable for:

- any damage resulting from natural wear and tear,
- any damage resulting from improper/careless use,
- any damage caused by abnormal consumption or abuse,
- any damage caused by the improper handling of the product at variance with its description.

## **2. Other right enforcement options**

If the consumer dispute that may arise between the Service Provider and the Customer is not settled during the negotiations with the Service Provider, the following right enforcement options are open to the Customer:

- Making an entry in the customer book. The customer book is available in each shop of the Service Provider. The Service Provider will respond to the entries made in it in writing within 30, say thirty, days.
- Lodging a complaint with the consumer protection authorities. If the Customer notices the infringement of their consumer rights, they shall be entitled to lodge a complaint with the consumer protection authority that has jurisdiction at their domicile. Following the assessment of the complaint, the authority shall make a decision on conducting a consumer protection procedure. A list of the government offices that have jurisdiction is available at <https://www.kormanyhivatal.hu>.
- Conciliation Board. In order to reach amicable out-of-court settlement of consumer disputes concerning the quality and safety of products, the application of product liability rules, and the conclusion and performance of the contract, the Customer may initiate proceedings with the Conciliation Board that has jurisdiction at their domicile or residence or may apply to the Conciliation Board attached to the

professional chamber that has jurisdiction at the registered office of the Service Provider. For the purposes of the rules applicable to the Conciliation Board, the non-governmental organisation, church, block of freehold flats/condominium, housing cooperative, or the micro, small and medium-sized enterprise defined in a separate Act, which buys, orders, receives, uses or utilises goods or is the recipient of commercial communication and offers relating to the goods, shall also be considered consumers.

## **Budapest Conciliatory Board**

Contact details:

Address: 1016 Budapest, Krisztina krt. 99., 3rd Floor No 310, Hungary

Mailing address: 1253 Budapest, Pf. 10., Hungary

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Central telephone: +36 (1) 488 2131 Fax: +36 (1) 488 2186

In the event of a cross-border consumer dispute relating to an online sales contract, consumers can settle their cross-border legal disputes related to online purchases electronically by means of an electronic complaint lodged via the online platform available at the following link:

<https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show>

All the Consumer has to do is to register on the online platform available at the above link, to fully complete an application form, and then to submit it electronically to the Conciliation Board via the platform. This makes it simple for Consumers to enforce their rights despite the distances.

In Hungary, the Budapest Conciliation Board (BBT) is entitled to proceed in legal disputes between a cross-border consumer and a merchant related to online sales or service contracts.

- Court proceedings. The Customer shall be entitled to enforce their claim arising from a consumer dispute before the court in civil proceedings in accordance with the provisions of the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

## **XII. Other Provisions**

1. Shopping in the Web Shop presupposes that the Customer is aware of the technical limitations of the Internet and accepts the possibilities of error associated with the technology.
2. The Service Provider shall be entitled to unilaterally amend the terms and conditions of these GTC at any time. The Service Provider shall inform the Customers about the amendments through the interface of the Web Shop. Following the amendment, the use of the Web Shop requires that the Customer expressly accept them through the Web Shop and in the manner provided there.