

SUGARBIRD Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság

Sugarbird.com General Terms and Conditions

Sugarbird.com
General Terms and Conditions

Introduction

The contract made on the basis of this document will not be recorded (it will not be accessible afterwards, the conclusion of the contract is evidenced by the order data). It will be concluded only in electronic form, it is not a written contract (juridical act is performed by implied conduct), it is written in English and it does not refer to a code of conduct. If you have questions about the operation of the webshop and your order process, please contact us via the contact details provided.

The effect of this General Terms and Conditions extends to the contractual relationships of the provider's

(<https://sugarbird.com>, <https://sugarbirdfashion.com>,
<https://us.sugarbirdfashion.com>, <http://usasugarbirdfashion.com>,
<http://sugarbird-fashion.com>, <https://eusugarbirdfashion.com>, <https://sugarbird.hu>)
and subdomains. This „general terms and conditions” is available on the following
webpage:

<https://eu.sugarbirdfashion.com/hu/content/3-Altalanos-szerzodesi-feltetelek>
and can be downloaded and printed via the following link:

Definitions:

User: Any natural or legal person or organization that uses the services of the Service Provider shall enter into a contract with the Service Provider.

Consumer: A User who is a natural person acting outside his or her profession, self-employment or business.

Business: A person pursuing an occupation, self-employment or business.

Provider: A natural or legal person or an entity without legal personality providing an information society service, which provides a service to the User and concludes a contract with the User.

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1. DATA OF THE PROVIDER

Name of the Service Provider: SUGARBIRD Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság

Registered Office (and official place of raising claims): 1112 Budapest XI. kerület, Repülőtéri út 2/b.

Contacts of the Provider and the regularly used electronic mailing address for contacting users: onlinestore@sugarbird.com

Company number: 01-09-893684

Tax number: 13990688-2-43

Name of the registry authority:

Telephone number: +36/1-426-55-80

Language of contract: English

Name and address of the domain provider:

Shopify International Limited

2nd Floor 1-2 Victoria Buildings Haddington Road Dublin 4, D04 XN32, Írország.

info@shopify.com

2. BASIC PROVISIONS

2.1. Issues not regulated in the current Articles and the interpretation of These Articles are the points of the present Terms of Use and Conditions are governed by Hungarian law, with particular regard to the provisions of Act V of 2013 of the Hungarian Civil Code ("Civil Code") on certain aspects of electronic commerce services and information society services from the 2001 Act CVIII (E-commerce law) and the detailed regulations on consumer-business contracts of Government Decree 45/2014. (II. 26.). The mandatory provisions of the relevant legislation shall apply to the Parties, without any special clause.

2.2. These Articles are the points of the present Terms of Use and Conditions are effective law since 09 october 2019 and remain in force until revocation. The Service Provider has the right to unilaterally amend the Articles (circumstances that may lead to change: change in shipping cost, change in legislation, business interest, changes in company). The Service Provider publishes the modifications on the website, and registered/prior customers are notified of the modifications via email. The modifications do not affect previously concluded contracts, the changes are not retroactive.

2.3. The Service Provider reserves all rights in connection with the content and dissemination of the website and webpages. It is absolutely forbidden to download, store (electronically), process, or sell any content published in the website or any aspect of the content without the written consent of the Service Provider.

3. REGISTRATION, PURCHASE

3.1. The User is obliged to provide his/her real data at the time of purchase/registration. In the event of false or personally identifiable information provided during purchase/registration, the resulting electronic contract will be considered void. The Service Provider disclaims any liability if the User makes use of its services on behalf of another person with the data of another person.

3.2. The Service Provider shall not be liable for delivery delays or other problems or errors due to incorrect and/or inaccurate data provided by the User. However, the Service Provider informs users that, after a consultation with the User and the clear identification of the User, incorrectly entered data in the order can be corrected to ensure successful billing and fulfilment.

3.3. The Service Provider shall not be liable for any damages resulting from the User's forgetting his/her password or the access of unauthorized persons for any reason not attributable to the Service Provider (if registered on the site).

4. AVAILABLE PRODUCTS AND SOFTWARES

4.1. Displayed products can only be ordered online. The prices displayed for the products are in EUR and include the statutory VAT. However, they do not include home delivery charges. No separate packaging costs will be charged.

4.2. In the web shop, the Service Provider details the name and description of the product. The images shown on the product data sheet may be different from the actual ones and may be used for illustration purposes.

4.3. If there is a product on sale, the Service Provider should inform the User about the sale and its exact duration.

4.4. If the wrong price is displayed on the website – despite the due diligence of the Service Provider – and the price is obviously incorrect, the Service Provider is not required to confirm the product at the wrong price, especially if there is a significant difference. For example, if the price is set at EUR 0 or EUR 0.01 because of a system error, then the Service Provider shall not be obliged to deliver the product at the incorrect price, but may offer the delivery at the correct price, in the knowledge of which the Customer may refuse to make the purchase. In accordance with the case law of the Hungarian judiciary, a significant difference is generally considered to be a deviation of at least 50% in a positive or negative direction from the market value of the given product or service. However, consumers are informed that the concept of striking value imbalance (Section 6:98 of the Civil Code) is not precisely defined by law.

4.5. In the case of a defective price as described in Section 4.4, there will be a noticeable mismatch between the true and the indicated price of the product that the average consumer will immediately notice. Pursuant to Act V of the Civil Code of 2013 (Civil Code), the contract shall be created by the mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms of the contract, i.e. there is no mutually agreed statement on the will of the parties, it is not possible to speak of a valid contract that would give rise to rights and obligations. On this basis, an order that has been confirmed at the wrong/erroneous price is considered to be null and void.

5. Process of order

5.1. User logs into the webshop after registration/or begin to shop without registration.

5.2. Users select the color of the product(s) and adjust the size.

5.3. Users put the chosen product(s) into the basket. The User can adjust the quantity of the products in the cart. Users can take a look at the cart any time, with clicking on the „cart” sign.

5.4. If Users would like to put further products in the basket, should choose the „Previous page” button. If Users do not want to buy any other products, check the quantity of the products in the basket. Users can delete the content with the button "remove - X". To finalize the quantity User clicks on the "+,-" icons.

5.5. User chooses the delivery address, accapts the delivery offer and selects the delivery /payment method, which could be the followings:

5.5.1. Cost of delivery:

Delivery fee: €9

Free delivery: over €250

Countries:

Austria
Czech Republic
Greece
Croatia
Poland
Latvia
Germany
Italy
Romania
Spain
Belgium
Bulgaria
Denmark
Estonia
Finland
France
Netherlands
Ireland
Lithuania
Luxembourg
Portugal
Sweden

The cost of delivery is detailed in the following document:

<https://hu.sugarbird.com/pages/szallitasi-informaciok>

5.5.2. Payment methods:

Cash on delivery: If the ordered product(s) is (are) delivered by courier-service, there is an opportunity to the Users/ Customers to pay the total sum in cash for the courier, after receiving the ordered products. It is only possible with the GLS courier service and only in Hungary.

Online bank: Users/customers have the opportunity to pay the total sum online, with bank card on the secured payment site used by the Service Provider.

*I acknowledge the following personal data stored in the user account of SUGARBIRD Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság 1112 Budapest XI. kerület, Repülőtéri út 2/b. in the user database of www.sugarbird.com will be handed over to OTP Mobil Ltd. and is trusted as data processor. The data transferred by the data controller are the following: **[data transmitted by the trader]***

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-off>

Paypal: The User can pay the price of the product through the Paypal's secured payment system:

The method of purchase with Paypal:

The details of the transaction appears on the left side of the website, and the two choice opportunity on the right side of the website:

1. **If you have Paypal account**, after you have given your valid identity and password, you can see part of the pre-given bank card informations and the payable price. If more than one bank card were given, then you have to choose the one you want to pay with. After that you have to click on the Pay Now sign. When the payment is finished the website returns you to the webshop's homepage.
2. **If you don't have Paypal account**, then you have the opportunity to fill a form and pay with a Guest Paypal access, without any need of a registration in the Paypal's system. The form needs the following informations (most of them are required to fill in):

English	Hungarian	Comment
Country	Ország	–
Card number	Kártya száma	Credit card number
Payment Types	Fizetés típusa	–
Expiration date	Lejárati idő	credit card expiration date in mm / yyyy
CSC/CSC code	CSC/CSC kód	the three-digit security code on the back of the card (right above the signature field)

English	Hungarian	Comment
First name	Keresztnév	–
Last name	Vezetéknév	–
Address line 1	Cím1	–
Address line 2 (optional)	Cím2 (ennek megadása – nem kötelező)	–
City	Város	–
State/ Province/ Region	Megye	–
Postal code	Irányítószám	–
Telephone	Telefonszám	Please enter a real phone number where your bank can reach you if needed. The country code and area code must be provided.
Email address	Email cím	A confirmation of payment will be sent to the email address provided here

When you have filled all the fields, press the "Review and Continue" button at the bottom of the page. Here you can double-check the details, the amount to be paid, and the order. If everything is OK, confirm the transaction. Within seconds, you will receive an email notification of a successful transaction, and at the same time, the Service Provider will receive a notification of a successful payment and begin processing your order.

5.6. If there is lack or imperfection in connection with the products or prices in the webshop, we reserve the rights for correction. In such a case we inform the customer about the new data immediately after the recognition or modification. Afterwards, the customer can confirm the order again, or both side has a chance to rescind the contract.

5.7. The total sum contains all the charges according to the totalizing of the order and the letter of confirmation. The Service Provider sends the invoice electronically. User according to Ptk. 6:127. §, you are obliged to make sure without delay whether the quality and quantity of the ordered product(s) are adequate. The product(s) are delivered on working days between 8:00 and 17:00.

5.8. After the user/customer gives its data, the User can send the order by clicking on the "Send order" button, but before, the given data can be checked again, note can be added to the order, or wishes can be sent by e-mail in connection with the order.

5.9. Correction of data input failure: The user can always step back to the stage before, where failures can be corrected, before closing the process of ordering.

5.10. The user/customer gets an email of confirmation after sending the order. If this e-mail does not arrive within an expectable deadline –depending on the profile of the service- or at latest within 48 hours, the user is relieved of the bid fixity or contractual duty. The order and the confirmation of the order can be considered

„arrived” to the Provider or to the User, when it is reachable for them. The Provider excludes the blame of confirmation, if the confirmation does not arrive in time because the user/customer has given wrong email address, or the storage pool of the account is full, and can not receive messages.

5.11. The user notes that the confirmation detailed in the previous point is just an automatic confirmation, it does not make a contract. The contract is created when the the Service Provider send another e-mail notification about the fulfilment of the order to the User, after the previously detailed automatic confirmation.

5.12. The User can follow the process of the order until the close of the order with the help of the Order tracking menu item. There the User can find all of his/her orders. Each order can be identified by its own, unique order number. The package can be tracked with the package tracking identification by the User on the webpage of the courier service.

5.13. If the Service Provider has agreed with the consumer that the refund will be made by bank transfer in case of exercising the right of withdrawal, then the refund can only be paid to the Service Provider in the same currency as the purchase and to a bank account in that currency.

6. ORDER PROCESSING AND FULFILMENT

6.1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order after the end of the working day and it will then be processed the next day. The Service Provider's customer service will always confirm by electronic means when the order can be fulfilled.

6.2. The general deadline for delivery is within 2-14 workdays.

6.3. According to the contract of sale, the Service Provider shall transfer the ownership of the product and the User shall pay the purchase price and receive the product.

6.4. If the seller is an enterprise and the buyer is a consumer and the seller undertakes to deliver the item to the buyer, the risk of damage passes to the buyer when the buyer or designated third party takes possession of it. The risk of loss shall pass to the buyer upon purchase if the courier has been instructed by the buyer, unless the courier is recommended by the seller.

6.5. If the seller is an enterprise, and the buyer is a consumer, for lack of a distinct agreement of the signatories, the seller (based on this GTC: Service Provider) is obligated to make available the product for the buyer (User), after the conclusion of the contract, but in no more than 30 days.

6.6. If the product is not provided in time by the Service Provider, the User has the right to set a deadline for a replacement. If the seller fails to perform within the grace period, the buyer is entitled to cancel the contract.

6.7. The User is entitled to withdraw from the contract without specifying an additional term, if

- a) the Service Provider has refused to perform the contract; or
- b) the contract should have been performed in accordance with the agreement of the parties or due to the recognizable purpose of the service, within a specified period of time and not otherwise.

6.8. If the Service Provider cannot accomplish the contractual obligation because the product/or any of its components was not available, the Service Provider is obliged to inform the User right away and to refund the sum paid by the User at once.

7.WAIVER CLAUSE

7.1. According to the directive 2011/83/ EU of the European Parliament and Commission, regarding rules of contracts between customers and enterprises (Gov. Degree 45/2014) (II.26), the Consumer can rescind in 14 days from the date of delivery and return the ordered product(s) with no explanation. In the absence of this information, the Consumer is entitled to exercise their right of withdrawal within one year. If the Service Provider provides the information within 14 days of the date of receipt of the product or of the conclusion of the contract, but within 12 months, the time limit for withdrawal shall be 14 days from the date of notification of this information.

7.2. The Consumer may exercise his/her right of withdrawal by a clear statement to this effect or by means of the model declaration set out in Annex 2 of Government Decree 45/2014. (II.26).

7.3. The period for exercising the right of withdrawal shall expire 14 days after the date on which the consumer or a third party other than the courier designated by the Consumer receives the product.

7.4. The Consumer may exercise the right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

7.5. The cost of returning the product must be borne by the Consumer, and the Business has not undertaken to bear this cost.

7.6. In the event that the right of withdrawal is exercised, the Consumer will not be charged, other than for the cost of returning the product.

7.7. The Consumer shall have no right of withdrawal in the case of a non-prefabricated product which has been manufactured at the consumer's request or at the express request of the Consumer, or which is clearly personalised for the Consumer.

7.8. The Consumer may also not exercise their right of withdrawal with respect to:

- a) a contract for the provision of a service, after the performance of the service has been completed in its entirety, where the Business has begun performance with the Consumer 's express prior consent, and where the Consumer has acknowledged that they will lose their right of withdrawal;
- b) a product or service whose price or charge is subject to fluctuations in the financial market which are beyond the control of the Business, even within the time limit for exercising the right of withdrawal;
- c) perishable goods or items with a short shelf life;
- d) in the case of a sealed product which cannot be returned after opening after delivery for health or hygiene reasons;
- e) in respect of a product which, by its nature, is inextricably linked to another product after its transfer;
- f) for alcoholic beverages, the actual value of which depends on market fluctuations

beyond the control of the undertaking and the price of which was agreed by the parties at the time of the conclusion of the contract of sale but which is not performed until 30 days after the date of conclusion;

g) in the case of a business contract where the Business, at the express request of the consumer, requests the Consumer to carry out urgent repair or maintenance work;

h) for the sale or purchase of sealed audio and video recordings and computer software, where the Consumer has opened the packaging after delivery;

i) newspapers, magazines and periodicals other than subscription contracts;

j) in the case of contracts concluded at a public auction;

k) in relation to a contract about the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of fulfilment;

l. in the case of digital content supplied on a tangible medium, where the Business has begun performance with the Consumer's express, prior consent and at the same time the Consumer has agreed to lose the right of withdrawal after commencement of performance.

7.9. The Service Provider shall refund the paid amount, including the shipping fee, to the Consumer immediately upon receipt of the product/or receipt of the notice of cancellation within the meaning of the above laws, but no later than within 14 days of becoming aware of the cancellation.

7.10. The refund will be based on the same payment method used in the original transaction, unless the Consumer explicitly consents to another payment method; the Consumer will not be charged any additional costs as a result of the application of this refund method.

7.11. The Consumer shall not return the goods without undue delay, but in any event within 14 days of sending notice of cancellation to the Service Provider or returning them to the Service Provider to the address provided.

7.12. With regards to the Consumer's written cancellation, it is sufficient to send the statement of cancellation within 14 days.

7.13. The Consumer meets the deadline for returns if the Consumer returns or send back the products within 14 days. Returns are deemed to have been completed on time if the consumer has dispatched the product before the time limit expires.

7.14. The Consumer shall only bear the direct cost of returning the product, unless the Business has undertaken to bear this cost.

7.15. The Service Provider does not have to repay the extra cost to the Consumer if the Consumer chooses a different delivery method that is not the cheapest delivery method.

7.16. Refunds may be withheld by the Service Provider until it has received the goods (s) or has not provided the Consumer with proof that they have returned them: the

previous date must be taken into account.

7.17. If the Consumer wishes to withdraw from the contract they shall provide notification by any of the methods given by the Service Provider in writing (using the attached form) or by telephone. For a written communication sent by post, the time of posting is taken into account, and in the case of a telephone communication, the date of the phone call. In the case of post notice registered postage or package are accepted by the Service Provider. The Consumer can return the ordered product to the Service Provider either by post or via a courier service.

7.18. The Consumer shall only be liable for the depreciation resulting from use beyond the usage required to establish the nature, properties and operation of the product.

7.19. More information about the regulations detailing the contracts between the Consumer and the business in Gov. Degree 45/2014 (II. 26.) can be found [here](#).

7.20. More information about the 2011/83/EU directive of European Parliament and Commission can be found [here](#).

7.21. The customers can look up the Service Provider with claims using the contacts here.

7.22. The right of cancellation is only entitled to Users classified as consumers by the Civil Code.

7.23. The right of cancellation does not apply to an enterprise, that is to say, a person engaged in the profession, self-employment or business.

7.24. The procedure for enforcing the right of cancellation:

7.24.1. If the Consumer wishes to enforce the right of cancellation, then they need to send the declaration about the intention of their cancellation to one of the contact details of the Service Provider.

7.24.2. The Consumer shall exercise their right of cancellation within the time limit if they send the declaration of cancellation within 14 days after receiving the product. In the case of a written cancellation, it is sufficient to send the cancellation statement within 14 days.

In case of notification by post, the date of posting, in case of notification by email or fax, the time of sending the email or fax will be taken into account.

7.24.3. In the event of cancellation, the Consumer is obliged to return the ordered product to the address of the Service Provider without delay, but within 14 days from the notification of the statement of cancellation. The deadline is deemed to be met if the product is sent before the 14-day deadline (meaning it does not have to arrive within 14 days). The customer shall bear the costs of returning the goods due to the exercise of the right of cancellation.

7.24.4. The Service Provider is not obliged to pay back the additional costs for the Consumer if the Consumer chooses a different transport mode that is not the usual and cheapest mode chosen by the Service Provider. The Consumer can also enforce their right of cancellation between the day of the contract and the day of the receipt

of the product.

7.24.5. In case of buying multiple products and the delivery of the products is not on the same day or the ordered products are delivered in multiple parts, the right of cancellation can be enforced in 14 days, counted from the last product or part.

8. WARRANTIES AND LIABILITIES

Defective performance

The supplier fails to perform properly if the service does not meet the quality requirements set out in the contract or the law at the time of performance. The supplier did not fail to perform the service correctly if the receiver was aware of the error at the time of the conclusion of the contract or should have been aware of the error at the time of the conclusion of the contract.

A contract between a Consumer and a Business shall be null and void if it derogates from the provisions of this Article concerning warranty and security to the detriment of the Consumer.

Several warranty rights apply only to Users who qualify as Consumers under the Hungarian Civil Code.

User as Business: A person who acts in the course of his/her trade, profession or business.

Liability claim

8.1. In what kind of situation can the User exercise his/her right for a liability claim?

The User can exercise a liability claim against the Business, in the event of the improper fulfilment of the contract according to the rules of the Hungarian Civil Code.

8.2. What kind of rights are the customers legal due according to the liability claim?

The User may - at his or her choice - make use of the following accessory warranty claims: he or she may request repair or replacement, unless the fulfillment of the claim chosen by the User is impossible or would involve disproportionate additional costs for the company compared to the fulfillment of other demands. If you did not, or could not, request the repair or replacement, you may request a proportional reduction of the compensation or, as a last resort, you may withdraw from the contract. You can switch from your chosen accessory warranty right to another one, but the cost of the switch is borne by the User, unless it was justified or the company provided a reason for it.

The consumer is also entitled - in accordance with the severity of the breach of contract - to request a proportionate delivery of compensation or to terminate the sales contract if

- a) the company did not carry out the repair or replacement, or did it, but did not carry out partial or complete decommissioning and re-commissioning, or refused to make the goods conform to the contract;
- b) a repeated performance error occurred, despite the fact that the company attempted to make the goods conform to the contract;
- c) the performance error is so serious that it justifies an immediate price reduction or the immediate termination of the sales contract; or
- d) the business did not undertake to make the goods conform to the contract, or it is

obvious from the circumstances that the business will not make the goods conform to the contract within a reasonable period of time or without significant damage to the consumer's interests.

If the consumer wishes to terminate the sales contract citing faulty performance, the company bears the burden of proving that the fault is insignificant.

The consumer is entitled to withhold the remaining part of the purchase price - depending on the severity of the breach of contract - in whole or in part, until the company fulfills its obligations related to the conformity of the performance with the contract and defective performance.

The reasonable deadline for repairing or replacing the goods shall be counted from the time when the consumer notified the company of the defect.

The consumer must make the goods available to the company in order to complete the repair or replacement.

The company must ensure the return of the exchanged goods at its own expense. If the repair or replacement requires the removal of goods that were put into operation in accordance with the nature and purpose of the goods - before the defect became detectable - then the obligation to repair or replace includes the removal of the non-conforming goods and the commissioning of the replaced or repaired goods placing or bearing the costs of removal or commissioning.

Delivery of compensation is proportionate if its amount is equal to the difference between the value of the goods owed to the consumer in the case of contractual performance and the value of the goods actually received by the consumer.

The consumer's right to terminate the sales contract can be exercised with a legal statement addressed to the company expressing the decision to terminate.

If the defective performance affects only a specific part of the goods supplied under the sales contract, and the conditions for exercising the right to terminate the contract exist in respect of them, the consumer may terminate the sales contract only with regard to the defective goods, but also with respect to any other goods acquired together with them may terminate it if the consumer cannot reasonably be expected to keep only goods that conform to the contract.

If the consumer terminates the sales contract in its entirety or with respect to a part of the goods supplied under the sales contract, then

- a) the consumer must return the affected goods to the enterprise at the expense of the enterprise; and
- b) the company must immediately reimburse the consumer the purchase price paid for the goods concerned, as soon as it has received the goods or the certificate supporting the return of the goods.

8.3. What is the deadline for the customer to exercise the liability claim?

The customer is liable to report the defect immediately after recognition, but within two months of recognition. However, please note that the User will no longer be able to enforce their liability claim beyond the two-year limitation period (one year for

businesses).

If the sales contract for goods containing digital elements concerns the continuous provision of digital content or digital services through specified use, the business is responsible for defects related to the digital content or digital service of the goods.

The defect occurs:

- a) within two years from the performance in the case of continuous provision for a period not exceeding two years; or
- b) in the case of continuous provision exceeding two years, it occurs or becomes apparent during the complete termination of the continuous service.

8.4. Who can the liability claim be made against?

Customers can enforce the liability claim against the Service Provider.

8.5. What kind of other conditions must be met to enforce the liability claim (if the User is classified as a Customer)?

Within 1 year from the date of delivery, there is no other condition for enforcing your liability claim unless the User proves that the product or service was provided by the company operating the webshop. However, after 1 year have passed from the date of performance, the User shall be required to prove that the error recognised by the User was present at the time of performance.

Product warranty

8.6. In what kind of situation can exercise the Customer its right for product warranty?

In the event of a defect in a movable (product), the User may, at its option, claim a liability or product warranty claim.

8.7. What kind of rights are the User legal due according to the product warranty?

The User can request the repair or replacement of the defected product.

8.8. When is a product considered defective?

A product is defective if it does not meet the quality requirements applicable at the time of placing on the market or if it does not have the characteristics stated in the manufacturer's description.

8.9. What is the deadline for the customer to exercise the product warranty?

The product warranty can be enforced by the Consumer two years from the time of placing on the market. The right to exercise the product warranty is lost after this deadline.

8.10. Against whom and under what other conditions can a product warranty claim be made?

The product warranty claim can be made against the producer or distributor. The defect of the product shall be proved by the User in case of claiming the product warranty.

8.11. In what kind of case is the producer (distributor) not liable for the product warranty?

The manufacturer (distributor) shall not be liable for a defective product if it can

prove that:

- the product was not manufactured or placed on the market in the course of business, or
- the defect was not recognisable at the time of placing the product on the market in the light of general scientific and technical knowledge, or
- the defect in the product is the result of the application of a legal or regulatory requirement.

At least one reason must be given for the manufacturer (distributor) for exemption. Please note that it is not possible to enforce a liability claim and product warranty claim for the same defect simultaneously. However, if the product warranty claim is effectively enforced, the product warranty for the replaced product or part may also be made against the manufacturer.

Guarantee

8.12. In what cases can the Consumer make a claim against the guarantee?

In the event of defective performance, in line with Government Decree 151/2003. (IX. 22.), the Service Provider shall be liable if the User qualifies as a Consumer.

8.13. What rights does the Consumer have and under what period of guarantee?

Warranty period:

- a) one year in the case of a sale price reaching HUF 10,000 but not exceeding HUF 100,000,
- b) two years in the case of a selling price exceeding HUF 100,000 but not exceeding HUF 250,000,
- c) over the sale price of HUF 250,000 three years.

Failure to meet these deadlines will result in disqualification

The warranty period begins with the delivery of the consumer product to the consumer or, if the commissioning is performed by the Service Provider or its agent, begins on the day of commissioning.

If the consumer puts the consumer product into service more than six months after delivery, the starting date of the warranty period is the day of delivery of the consumer product.

The consumer may, at his / her option, enforce his / her request for repair directly at the Service Provider's registered office, at any of its premises, branches and at the repair service indicated by the company on the warranty card.

Based on your warranty claim at the option of the holder

1. repair or replacement, unless it is impossible to fulfill the chosen warranty or would impose a disproportionate additional cost on the debtor compared to the performance of another warranty, taking into account the value of the service in good condition, the seriousness of the breach and the warranty. caused damage to interests; obsession
2. may demand a proportionate reduction of the consideration, have the defect rectified or remedied at the debtor's expense, or withdraw from the contract if

the debtor has not undertaken the repair or replacement, (...) is unable to fulfill this obligation, or if the creditor his interest in repair or replacement has ceased.

There is no room for withdrawal due to a minor error.

Aim for 15 days

Based on the 9/2014 on the rules of procedure for handling warranty and guarantee claims for things sold under a contract between a consumer and a business. (IV. 29.) of the NGM Decree, the Service Provider must strive to carry out the repair or replacement within a **maximum of 15 days**. If the duration of the repair or replacement exceeds 15 days, the Service Provider is **obliged to inform the consumer about the expected duration of the repair or replacement**. The information shall be provided with the consumer's prior consent, by electronic means or by any other means suitable for the consumer's receipt.

If it turns out that the product cannot be repaired

If the Service Provider finds during the repair of the consumer product for the first time during the warranty period that the consumer **product cannot be repaired**, the Service Provider is obliged to **replace the consumer product within 8 days**, unless otherwise provided by the consumer. If it is not possible to exchange the consumer goods, the Service Provider is obliged to **refund the purchase price to the consumer within 8 days**.

If the product breaks a fourth time

If the consumer goods fail again after the repair period 3 times during the warranty period - if the consumer does not request a proportionate delivery of the purchase price and the consumer does not wish to repair or repair the consumer goods at the company's expense, the Service Provider is obliged to **replace the consumer product within 8 days**. If it is not possible to replace the consumer product, the Service Provider is obliged to **refund the purchase price to the consumer within 8 days**.

If it cannot be repaired within 30 days

If the consumer product is not repaired by the 30th day from the notification of the repair request to the Service Provider, - unless otherwise provided by the consumer - the Service Provider is obliged to replace the consumer product **within 8 days after the unsuccessful thirty-day period**. If it is not possible to replace the consumer product, the Service Provider is obliged to **refund the purchase price to the consumer within 8 days after the unsuccessful expiry of the thirty-day repair period**.

8.14. In what cases is the Business exempt from guarantee obligations?

The Company is only exempt from the guarantee obligations only if it can prove that the fault was caused after the accomplishment of the contract.

It is worth noting that quality warranty claims and product guarantee claims cannot be enforced concurrently, but otherwise the consumer will be entitled to warranty rights regardless of the rights described in the product warranty and guarantee

Articles.

8.15. The Service Provider has no guarantee obligations beyond the guarantee period (life expectancy) for damages caused by natural wear and tear.

8.16. The Service Provider has no guarantee and warranty obligations for damages resulting from improper or negligent handling, excessive stress, or unintended exposure to the product, or other improper use of the products.

8.17. If the Consumer claims for a replacement within three working days of purchase (from operation) due to a defect in the product, the Service Provider shall replace the product if the defect prevents its proper use.

9. PROCEDURE IN CASE OF RIGHT OF GUARANTY (FOR CONSUMER USERS)

9.1. In the contract of the Consumer and the Business, the agreement cannot depart to the disadvantage of the Consumer.

9.2. It is the duty of the Consumer to prove the conclusion of the contract (by invoice or by receipt).

9.3. The Service Provider is responsible for costs in connection with the fulfilment of warranty. (PTK. 6:6166§)

9.4. The Service Provider shall write a record concerning the requirement of the guarantee and warranty of the customer.

9.5. The copy of the record should be send immediately and made available to the customer.

9.6. If the Service Provider is not able to declare the fulfilment of the consumer's warranty or warranty claim upon notification, the Service Provider shall inform the consumer of its position within five working days in a verifiable manner, including the reason for rejection and the possibility of recourse to the conciliation body.

9.7. The Service Provider shall keep the report for three years from the date of its recording and present it at the request of the audit authority.

9.8. The Service Provider shall endeavour to carry out the repair or replacement within a maximum of fifteen days. If the duration of the repair or replacement exceeds 15 days, the Service Provider is obliged to inform the consumer about the expected duration of the repair or replacement. The information shall be provided with the consumer's prior consent, by electronic means or by any other means suitable for the consumer's receipt.

10. OTHER REGULATION

10.1. The Service Provider is entitled to use a contributor to fulfil its obligation. It is liable for its unlawful conduct as if it had committed the unlawful conduct itself.

10.2. The invalidity, illegality or unenforceability of any part of these Articles shall not affect the validity, legality or enforceability of the remainder.

10.3. Failure by the Service Provider to exercise its right under this Policy shall not constitute a waiver of such right. The waiver of any right is subject to express written notice to that effect. The fact that the Service Provider does not strictly adhere to one of the material terms or conditions of the Code once does not mean that it waives the obligation to adhere to that particular condition or clause in the future.

10.4. The Service Provider and Consumer should try to resolve the case out of court.

10.5. The Parties state that the Service Provider's webshop operates in Hungary and maintains it here. Because the site is accessible from other countries, users expressly acknowledge that the applicable law between the user and the Service Provider is Hungarian law. If the User is a Consumer, Pp. 26. § (1) the court of the defendant's domicile has exclusive jurisdiction over the Consumer in disputes arising from this contract.

10.6. The Service Provider does not apply different general access conditions for access to the products in the webshop for reasons related to the nationality, domicile or place of establishment of the User.

10.7. The Service Provider does not apply different conditions to the payment transaction regarding the payment methods accepted by the User due to the nationality, domicile or place of residence of the User, the account location of the payment account, the place of establishment of the payment service provider or the place of issue of the cash substitute payment instrument within the EU.

10.8. The Service Provider complies with the requirements of the Internal Market on grounds of unjustified territorial restriction of content and other forms of discrimination based on the nationality, place of residence or place of establishment of the buyer, as well as Regulation (EC) No 2006/2004 and Regulation (EU) 2017/2394 as well as 2009/22. REGULATION (EC) No 2018/302 OF THE EUROPEAN PARLIAMENT AND COUNCIL.

11. COMPLAINT HANDLING PROCEDURES (FOR CONSUMER QUALIFIED USERS)

11.1. The purpose of our website is to fulfil all orders in good quality and to the customer's full satisfaction. If the User still has any complaints regarding the contract or its performance, he/she may submit his/her complaint to the above telephone, email address or letter.

11.2. The Service Provider shall promptly investigate the oral complaint and remedy it as necessary. If the Consumer disagrees with the handling of the complaint, or the complaint is not immediately investigated, the Service Provider shall promptly record the complaint and its position regarding the complaint and provide a copy thereof to the Consumer.

11.3. The Service Provider shall respond to the written complaint within 30 days in a manner that can be substantiated in writing and take steps to communicate it. He gives reasons for his position rejecting the complaint. The minutes of the complaint and the copy of the response are kept by the Service Provider for 3 years and presented to the inspection authorities upon their request.

11.4. We would like to inform you that if your complaint is rejected, you can initiate the procedure of an official or conciliation body with your complaint, as follows (the Service Provider did not submit a general declaration of submission):

11.5. The Consumer may lodge a complaint with the Hungarian Consumer Protection Authority:

Based on the 45 / A Act. § (1) - (3) of the Consumer Protection law and the Statute 387/2016 on the designation of the consumer protection authority. (XII. 2.) the Government Office acts as a general consumer protection authority: <http://www.kormanyhivatal.hu/hu/elerhetosegek>

11.6. In the event of a complaint, the Consumer has the option of contacting a conciliation body which can be found at:

Name of Arbitration Board	The address of the seat of the Arbitration Board	Jurisdiction area
Budapesti Békéltető Testület	Budapest Budapesti Békéltető Testület Address: 1016 Budapest, Krisztina krt. 99., phone number: (1) 488-2131 Fax number: (1) 488-2186 President: Dr. Inzelt Éva Veronika Web: https://bekeltet.bkik.hu/ E-mail: bekelteto.testulet@bkik.hu	Budapest
Baranya Vármegyei Békéltető Testület	Pécs Baranya Vármegyei Békéltető Testület Address: 7625 Pécs, Majorossy Imre u. 36. phone number: (72) 507-154; (20) 283-3422 Fax number: (72) 507-152 President: Dr. Bércesi Ferenc Web: www.baranyabekeltetes.hu E-mail: info@baranyabekeltetes.hu kerelem@baranyabekeltetes.hu	Baranya county, Somogy county, Tolna county
Borsod-Abaúj-Zemplén Vármegyei Békéltető Testület	Miskolc Borsod-Abaúj-Zemplén Vármegyei Békéltető Testület Address: 3525 Miskolc, Szentpáli u. 1. phone number: (46) 501-091 (új ügyek); 501-871 (pending cases) President: Dr. Tulipán Péter Web: www.bekeltetes.borsodmegye.hu E-mail: bekeltetes@bokik.hu	Borsod-Abaúj-Zemplén county, Heves county, Nógrád county
Csongrád-Csanád Vármegyei Békéltető Testület	Szeged Csongrád-Csanád Vármegyei Békéltető Testület Address: 6721 Szeged, Párizsi krt. 8-12. phone number: (62) 554-250/118 Fax number: (62) 426-149 President: Dr. Horváth Károly Web: www.bekeltetes-csongrad.hu E-mail: bekelteto.testulet@csmkik.hu	Békés county, Bács-Kiskun county, Csongrád-Csanád county
Fejér Vármegyei Békéltető Testület	Székesfehérvár Fejér Vármegyei Békéltető Testület Address: 8000 Székesfehérvár, Hosszúétele tér 4-6. phone number: (22) 510-310 Fax number: (22) 510-312 President: Dr. Vári Kovács József Web: www.bekeltetesfejrer.hu E-mail: bekeltetes@fmkik.hu ; fmkik@fmkik.hu	Fejér county, Komárom-Esztergom county, Veszprém county
Győr-Moson-Sopron Vármegyei Békéltető Testület	Győr Győr-Moson-Sopron Vármegyei Békéltető Testület Address: 9021 Győr, Szent István út 10/a. phone number: (96) 520-217 President: Dr. Bagoly Beáta Web: https://gymsmkik.hu/bekelteto E-mail: bekeltetotestulet@gymskik.hu	Győr-Moson-Sopron county, Vas county, Zala county

Hajdú-Bihar Vármegyei Békéltető Testület	Debrecen Hajdú-Bihar Vármegyei Békéltető Testület Address: 4025 Debrecen, Petőfi tér 10. Place of administration: 4025 Debrecen Vörösmarty u. 13-15. phone number: (52) 500-710; (52) 500-745 Fax number: (52) 500-720 President: Dr. Hajnal Zsolt Web: https://www.hbmbekeltetes.hu E-mail: bekelteto@hbkk.hu	Jász-Nagykun-Szolnok county, Hajdú-Bihar county, Szabolcs-Szatmár-Bereg county
Pest Vármegyei Békéltető Testület	Budapest Pest Vármegyei Békéltető Testület Address: 1055 Budapest, Balassi Bálint u. 25. IV/2. phone number: +36 1 792 7881 President: Dr. Kóncz Pál Web: www.pestmegyeibekelteto.hu; www.panaszrendezes.hu E-mail: pmbekelteto@pmkik.hu	Pest county

11.7. The conciliation body is competent for the out-of-court settlement of consumer disputes. It is the task of the conciliation body to attempt to reach a settlement between the parties for the purpose of resolving consumer disputes, failing which it will decide on the matter in order to ensure the simple, expeditious, effective and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the Consumer or the Service Provider, advise on the Consumer's rights and obligations.

In the conciliation board procedure, in the absence of an agreement, the council is responsible for the merits of the case

- a) makes a binding decision if
 - aa) the request is well-founded, and the enterprise - registered with the conciliation board or the chamber, or communicated in its commercial communications - pursuant to Article 36/C. in his general declaration of submission according to §, at the beginning of the procedure or at the latest until the decision is made, he recognized the decision of the conciliation board as binding on him, or
 - ab) the business did not submit a declaration of submission, but the request is well-founded and the consumer's claim - neither in the request nor when the decision containing the obligation is made - does not exceed HUF two hundred thousand, or
- b) makes a recommendation if the request is well-founded, but the enterprise declared at the start of the procedure that it does not recognize the council's decision as an obligation, or if it did not declare its recognition of the council's decision at all.

11.8. In the event of a cross-border consumer dispute arising out of an online sales or service contract, the arbitration body attached to the Budapest Chamber of Commerce and Industry shall have sole jurisdiction.

11.9. In the event of a consumer complaint, the Consumer may use the EU online dispute resolution platform. Accessing the platform requires a simple registration with the European Commission by clicking here. Then, after logging in, the Consumer can lodge a complaint through the online website:

<http://ec.europa.eu/odr>

11.10. The Service Provider shall be obliged to cooperate in conciliation proceedings. In doing so, it is required to send its response letter to the conciliation body and to ensure the presence of the person entitled to reach a settlement at the hearing. Where the business or seat of the business is not established in the county in which the conciliation body operating the territorially competent body is located, the Business's obligation to cooperate shall include offering the possibility of a written

settlement in accordance with the consumer's requirements.

11.11. If the consumer does not seek recourse to a conciliation body or the procedure is unsuccessful, the consumer has the option of going to court.

The lawsuit must be filed with a letter of formal notice containing the following information:

- the court of law;
- the names of the parties and representatives of the parties, their place of residence and legal status;
- the right to enforce, by presenting the underlying facts and their evidence;
- the data from which the jurisdiction and jurisdiction of the court can be established;
- a definitive request for a court decision.

The application must be accompanied by a document and a copy of it which is referred to as evidence.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Since <https://sugarbird.com>, <https://sugarbirdfashion.com>, <https://us.sugarbirdfashion.com>, <http://usasugarbirdfashion.com>, <http://sugarbird-fashion.com>, <https://eusugarbirdfashion.com>, <https://sugarbird.hu> is considered a copyrighted work of the site, it is forbidden to display the contents of <https://sugarbird.com>, <https://sugarbirdfashion.com>, <https://us.sugarbirdfashion.com>, <http://usasugarbirdfashion.com>, <http://sugarbird-fashion.com>, <https://eusugarbirdfashion.com>, <https://sugarbird.hu> downloading (copying), re-publishing, otherwise utilizing, electronically storing, processing and selling of the content or any part thereof without the written consent of the Service Provider.

12.2. No material may be transferred from <https://sugarbird.com>, <https://sugarbirdfashion.com>, <https://us.sugarbirdfashion.com>, <http://usasugarbirdfashion.com>, <http://sugarbird-fashion.com>, <https://eusugarbirdfashion.com>, <https://sugarbird.hu> and its database, even with written consent, by referring to that site.

12.3. The Service Provider reserves all rights to all elements of its service, its domain names, their associated secondary domain names and internet advertising spaces.

12.4. It is prohibited to: adapt or reverse engineer the content of <https://sugarbird.com>, <https://sugarbirdfashion.com>, <https://us.sugarbirdfashion.com>, <http://usasugarbirdfashion.com>, <http://sugarbird-fashion.com>, <https://eusugarbirdfashion.com>, <https://sugarbird.hu>, or parts thereof; fraudulent creation of user IDs and passwords; use of any application to modify or index any or all of the <https://sugarbird.com>, <https://sugarbirdfashion.com>, <https://us.sugarbirdfashion.com>, <http://usasugarbirdfashion.com>, <http://sugarbird-fashion.com>, <https://eusugarbirdfashion.com>, <https://sugarbird.hu>.

12.5. The name <https://sugarbird.com>, <https://sugarbirdfashion.com>, <https://us.sugarbirdfashion.com>, <http://usasugarbirdfashion.com>, <http://sugarbird-fashion.com>, <https://eusugarbirdfashion.com>, <https://sugarbird.hu> is protected by copyright and may not be used except with the written permission of the Service Provider.

12.6. The User acknowledges that in the event of unauthorised use the Service Provider shall be liable for damages. The amount of the penalty shall be EUR 200 gross per image and EUR 60 gross per word. In the event of a copyright infringement, the Service Provider's notarial certification is applied and this cost is also passed on to the infringing user.
customer.

13. PRIVACY POLICY

The privacy policy is available and can be downloaded from the following webpage:

<https://sugarbird.com/adatkezelesi-tajekoztato/>

Budapest XI. kerület , 09 october 2019

Declaration of withdrawal

(please fill in and return only if you wish to withdraw from the contract)

**Addressee: SUGARBIRD Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság , 1112 Budapest XI. kerület, Repülőtéri út 2/b.
, onlinestore@sugarbird.com, +36/1-426-55-80**

The undersigned declares that he or she has withdrawn from the sale of the following goods:

Date of order / receipt:

Name of consumer (s):

Address of consumer (s):

Signature of consumer (s) (only in writing):

Date:

Trademark Notice:

Trademarks and / or logos (including, in particular, but not limited to, SUGARBIRD, Love Collection, Covergirls) bearing the TM, CTM or R mark on the Website are the sole property of the Service Provider. The trademark(s) of the Service Provider's partners appearing on the Website are with the consent of the partner (s) on the Website. The use of a trademarked trademark may be authorized only by the trademark owner without the prior written permission of the proprietor.