

Szabó Família Kft. (<https://orczyspareparts.com/>)

Orczyspareparts.com Terms

Orczyspareparts.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://orczyspareparts.com>) and subdomains. This „general terms and conditions” is available on the following webpage: <https://orczyspareparts.com/aszf> and can be downloaded and printed via the following link:
<https://orczyspareparts.com/aszf>

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: Szabó Família Kft.

Registered Office (and official place of raising claims): 1089 Budapest, Baross utca 127.

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

Company number: 0109688713

Tax number: 10786651-2-42

Name of the registry authority: Fővárosi Törvényszék Cégbírósága

Telephone number: +3620 919 1930

Language of contract: English

Name and address of the domain provider:

ShopRenter.hu Kft (4028 Debrecen, Kassai út 129. , info@shoprenter.hu)

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 21th February 2022 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. After the registration you will be able to sign in to the webshop / or you can start shopping without registration.

5.2. The user sets the number of the product/products to buy.

5.3. The user places the selected products in the basket. Users can view the basket content at any time by clicking the "basket" icon.

5.4. If you do not want to buy more products, check the number of products you want to buy. Click the "delete - X"; icon to clear the basket content. To finalize the quantity, click on the "+,-" icon.

5.5. The user fills the delivery address and then selects the delivery / payment method, which types are as follows:

5.5.1. Payment methods:

By bank transfer: The user must transfer the value of the ordered products to the bank account in the confirmation email within 3 days. After crediting the amount to the Service Providers bank account, the User is entitled to receive the product (s) in the manner specified by him/her.

5.5.2. Shipping cost are the following:

The shipping cost can always be calculated based on the size and weight of the package when the completed shipment is completed. The User may take it himself if his delivery offer is cheaper than ours. Thus, the delivery always incurs a unique cost and depends on the country in which the User is located or whether his country is part of the European Union.

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 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 bill is included in the package. The user is obliged to check the package at delivery before the courier and in case of possible damage to products or packaging, he or she is obliged to request a record and in case of damage the package is not obliged to take over. Subsequent, non-recorded complaint by the Service Provider does not accept it! Packages are delivered on business days between 8 am and 5 pm.

5.8. Once you have entered the data, you can submit your order by clicking on the "Order" button, but you can check the details provided before you can, or send a comment to your order or email us any other ordering wishes.

5.9. The user acknowledges with the order that his payment obligation arises.

5.10. Correcting Input Bugs: The user can return to the previous phase before completing the order process, where he can correct the input data. In detail: When

ordering, it is possible to view or modify the content of the basket, if the basket does not contain the quantity to be ordered, in the input field in the quantity column, User can enter the quantity to be ordered and press "+,-" button. If you want to delete a user from the items in the basket, click the "X - delete" button. During the order, the User has a continuous opportunity to correct / delete the inputs.

5.11. The user/customer gets an email of confirmation after sending the order, which does not give rise to contract. 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.

5.12. The User acknowledges that the confirmation in the previous section is only an automatic confirmation, and does not constitute a contract. The contract is created when the Service Provider notifies the User of the details of the order and its expected fulfillment after another automatic confirmation of the above mentioned item.

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 5-14 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 right of withdrawal belongs only to Users who qualify as consumers according to the Civil Code. The right of withdrawal does not apply to an undertaking, ie a person who is acting in the course of his profession, self-employment or business.

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; obsession
- 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).

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.

8.12. The Service Provider has no 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.

8.13. 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.

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. INTELLECTUAL PROPERTY RIGHTS

11.1. Since <https://orczyspareparts.com> is considered a copyrighted work of the site, it is forbidden to display the contents of <https://orczyspareparts.com> 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.

11.2. No material may be transferred from <https://orczyspareparts.com> and its database, even with written consent, by referring to that site.

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

11.4. It is prohibited to: adapt or reverse engineer the content of <https://orczyspareparts.com>, or parts thereof; fraudulent creation of user IDs and passwords; use of any application to modify or index any or all of the <https://orczyspareparts.com>.

11.5. The name <https://orczyspareparts.com> is protected by copyright and may not be used except with the written permission of the Service Provider.

11.6. 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 HUF 60,000 gross per image and HUF 20,000 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.

12. PRIVACY POLICY

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

<https://orczyspareparts.com/adatvedelem>

Budapest, 21th February 2022