

INFORMATION – GYŐR PROJEKT KFT.

Conditions of Use – Webshop

www.shop.hellogyor.hu

1. PRECONDITION FOR PURCHASE

If you wish to buy anything in the webshop of the company Győr Projekt Kft (9025 Győr, Radnóti Miklós út 46.) (hereinafter: Seller), you as Buyer have to accept the terms and conditions set forth in these General Business Rules (hereinafter: GBR) in every respect. By clicking on the button "Payment" or "Purchase Order" you place a purchase order and thereby you accept these GBR. Buyer agrees to have a payment obligation, at the same time.

The placing of a purchase order is not deemed a contract made in writing. The purchase order becomes a valid contract only if it has been confirmed by us.

2. WAYS OF BUYING

- *The goods are taken over in person:* After a confirmation is received of the purchase order placed on the Internet Buyer will buy at the selected point of agency in the usual manner. The purchase order placed on the Internet has the benefit that Seller orders the confirmed product in advance on behalf of Buyer, thereby preventing that the selected product runs out, ceases to exist or its price changes in the meantime. Seller can store the product(s) and the related data of access at its points of pick-up for 3 working days of the purchase order.
- *Delivery by carrier:* a delivery address must be given, where on the agreed date (Monday-Friday) between 9:00 and 16:00 there is always someone, who receives the package by paying the price for the carrier. Buyer can find the invoice in a transparent pouch attached to the package (or in a box for small packets). The address for invoicing must not necessarily be the same as the delivery address. If the carrier finds nobody at the delivery address who could receive the goods, the

items will be returned by the carrier company. If a phone number has also been given by Buyer, the carrier will contact the Buyer, if appropriate.

3. DELIVERY

- *Term of delivery:* Seller delivers the ordered product(s) within 1-5 working days to any point of the country. A different term of delivery is also possible subject to a prior agreement.

At the time of delivery you should accept only undamaged packages. If Buyer detects any deficiencies, two options are recommended by Seller:

- to accept the goods by taking up minutes,
- to deny the takeover of the goods.

Following the acceptance of the goods we can accept any complaint for deficiencies or damage only if at the time of the receipt of the given product the defect could be not detected in a proven manner.

4. GUARANTEE AND WARRANTY

By virtue of the Government Decree 151/2003 (22.IX.) concerning compulsory warranty for some consumer durables Seller undertakes guarantee and warranty, respectively, for the products sold by him in accordance with the laws currently in effect.

Seller undertakes a repayment or replacement guarantee for the products bought only if the deficiency of the specific product is proven and the defect is proven to have been emerged prior to the receipt of the product(s). Seller undertakes no guarantee whatever if the contents are disliked.

5. PERSONAL DATA PROCESSING

For any personal data whatever obtained by Seller the general rules of data protection are applicable. Personal data will be used in compliance with the rules of the Act CXII of 2011 concerning the right of information self-determination and the freedom of information (hereinafter: Data Protection Act) currently in effect.

- Seller will store and use the data of Buyers solely to perform the purchase and to prove the terms of purchase at a later date, if appropriate, and to make available the newsletter requested by Buyers who have been registered in our webshop.

- Data may be disclosed to a third party only and solely in the case, if the third party has to use these indispensably for the purpose of the performance of the purchase as a subcontractor in order to perform a partial duty related to the purchase, and also in this case solely those data may be disclosed, which are indispensably necessary for the performance of the partial duty (e.g. for a subcontractor performing delivery the specification of the delivery address and the name of the person authorized for receipt). For the subcontractors, if any, the rules of the Data Protection Act are also binding.

6. DATA TRANSFER STATEMENT

By the browsing and the use of the website the Consumer acknowledges and explicitly agrees that his/her personal data stored in the user data base of Győr Projekt Kft at www.shop.hellogyor.hu as provided at the time of purchase be transferred to OTP Mobil Szolgáltató Kft (registered office: 1093 Budapest, Közraktár u. 30-32; trade registry number: 01-09-174466) as data controller.

Data to be transferred:

- user name,
- last name,
- first name,
- country,
- phone number,
- e-mail address.

Purpose of data transmission: customer service assistance for users, confirmation of transactions and fraud-monitoring for the purpose of the protection of users.

7. LIMITED LIABILITY

Seller will take no liability whatever for any failures, inconveniences, direct or indirect damage caused by the technical (hardware, software) and communication (Internet) infrastructure used for the connection with our webshop, whether these have arisen from operational or non-operational functioning of the server- or client-side.

Seller reserves the right to change any information available in this webshop including products, their description, the basic price or special price of the products at any time without any reason (including these GBR). In relation to our webshop any information whatever is available, consequently failures, inconveniences, direct or

indirect damage, if any, from the imperfect or inadequate knowledge of the current information do not give rise in any case to make Seller liable.

Seller makes every effort to compile and to publish the data and information made accessible at his website www.shop.hellogyor.hu with the highest possible care after several checking. Nevertheless, it may occur that in some cases wrong or deficient data are published on the website due to a reason of editing or otherwise. Since the information available at the website are for information only, Seller takes no responsibility for the full correctness of the data, documents, information, pictures, illustrations, diagrams shown at the website, and for their eligibility for the use for the purpose intended by Buyer, thus any relevant risk must be borne by Buyer.

The prices given in the system are for information only. If the price of the ordered product is different from that given at the website, Buyer is informed by Seller electronically (by e-mail). If Buyer does not accept the new price, he/she can cancel his/her purchase order free of charge.

The displayed photos of the products do not necessarily depict the delivered product, the photos are only a reference to the product rather than being suitable for its clear identification. The products ordered in the webshop and delivered must be taken over and paid by Buyer according to the pricelist made known at the time of purchase.

8. CONDITIONS OF CANCELLATION

Prior to confirmation Buyer can cancel the purchase order free of charge as follows:

- by phone: +36 96/ 524 701
- by e-mail: shop@gyortourism.hu
- In person in the shop of Seller: Látogatóközpont (Visitors' Centre), 9021 Győr, Baross G. u. 21

Seller is not liable for any material or moral damage caused by a confirmed but failed performance, consequently Buyer has no claim for damages.

If Buyer has paid for the ordered goods, Seller tries to restore the condition prior to the purchase order (repayment of the remitted charges).

General rule for cancellation: Buyer can exercise his/her right of cancellation or termination within 14 days.

Seller reserves the right to refuse the delivery without any reasoning.

9. RIGHT OF CANCELLATION/TERMINATION

Buyer is authorized to terminate this contract within 14 days without giving any reason in case of buying a product as follows: The term of cancellation/termination expires after 14 days of the date of the execution of the contract. If Buyer wishes to exercise his/her right of cancellation/termination, he/she must send his/her clear statement of cancellation/termination by mail or by e-mail to the following address: Látogatóközpont, 9021 Győr Baross G. u 21. E-mail: shop@gyortourism.hu.

The right of cancellation/termination is deemed to have been exercised by Buyer in due time, if he/she sends his/her statement of cancellation/termination before the expiry of the above deadline.

10. LEGAL CONSEQUENCES OF CANCELLATION/TERMINATION

If Buyer cancels the contract, Seller will repay all charges paid by Buyer, including transport charges, immediately but not later than within 14 days of the receipt of the statement of cancellation (except for the extra charges incurred for the reason that Buyer has selected a method of carriage other than the cheapest usual one offered by Seller).

For the repayment Seller will use a payment method identical with the payment method used for the original transaction, unless Buyer gives his/her explicit consent to another method of payment; no extra charges whatever may incur by Buyer from the use of this method of repayment.

Seller can withhold the repayment as long as the product is either returned to Seller or the returning is proven by Buyer, whichever is earlier. Buyer must return or hand over the product for Seller without undue delay, but not later than within 14 days of his/her statement of cancellation. This term is deemed observed if the product is returned by Buyer before the expiry of the 14-day-deadline. The direct costs of the return of the product are borne by Seller.

In case of a product purchase Buyer can be liable for any depreciation in the product solely if it has occurred due to a use exceeding the use which is necessary for the determination of the nature, features and operation of the product.

For any issues not covered herein the relevant provisions of the Act V of 2013 concerning the Hungarian Civil Code (hereinafter: Ptk) are governing. Seller is authorized to change the conditions of use at any time. The registered users are notified thereof by e-mail.

11. METHODS OF PAYMENT

In the webshop you can pay by OTP online or by PayPal.

Buying in person is possible in the shop of the Visitors' Centre (Látogatóközpont) or at a time published in advance on the website on the place given there.

12. MISCELLANEOUS

In terms of the obligations and rights of the parties otherwise the Ptk and the rules of the Government Decree 45/2014 (26.II.) concerning the detailed rules of contracts between consumers and companies are applicable.

For any legal disputes Buyer can apply to the Conciliation Body attached to the Chamber of Commerce and Industry of Győr-Moson-Sopron County.

These "Conditions of Use" are attached to each confirmation of a purchase order, that is received by Buyer at the time of an e-mail notification.