

Terms and Conditions

For the use of kleen-wear.com web shop (Web shop)

1. General provisions, subjects of the contract

Details of the operator of the Web Store (hereinafter: Service Provider):

Company name: kleen-ware kft.

Headquarters: 1119 Budapest, Fehérvári street 115. 5. floor 18.

Tax number: 29021754-2-43

Company registration number: 01-09-379262

Court of Registry: Metropolitan Court of Registration

Bank account number: 00000000-94782365

E-mail: info@kleen-wear.com

Customer / User: person who register for any electronic service in the Webshop or send an order to the Service Provider. (hereinafter: User or Customer)

2. Acceptance of the general terms and conditions

Acceptance of the GTC by the Customer is a precondition for using the Webshop service. It is considered acceptance of the conditions if the Customer places an order.

3. Electronic services

No registration is required to use the Web Store. During the ordering process, the Customer can provide the data required for submitting and fulfilling the Order.

The order form:

To place an order, it is necessary to fill in the order form completely and send the order. Data required for the order: name, address, e-mail address, telephone number, data related to the sales contract: product(s), quantity, delivery address, method of delivery, method of payment, tax number in case of a corporate customer.

To subscribe to the newsletter, the User must request it by entering his / her e-mail address and check the related box to confirm the subscription. The subscription to the newsletter is for an indefinite period. The User may unsubscribe from the newsletter at any time by clicking on the related link or by a written request addressed to Customer Service.

The User may comment or ask a question by sending a written letter to the e-mail or postal address of the Customer Service. Please mark in your letter

1. the subject of the remark, the circumstances, anomalies, the date of its occurrence;
2. the needs of the User;
3. the contact details of the User.

Customer Service will respond to any comments immediately, but no later than within 14 calendar days of receipt of the comments.

Once you sign up for the newsletter, we will send you regular emails informing you of attractive offers, new products, and reminders about your unfinished orders and products left in your cart.

4. Conclusion of the sales contract

If the User has placed an order in the Webshop by sending the order form and the Customer Service confirms the order by e-mail, a sales contract will be concluded between the User and the Service Provider. If a product is not currently in stock, no sales contract will be concluded, the Customer will not be able to place an order.

The order is confirmed to the e-mail address indicated on the order form, in which the Service Provider / Customer Service declares that the order has been received, accepted, and confirms the conclusion of the sales contract.

If the e-mail confirming the arrival of the order is not received by the User within 48 hours, the Customer is released from the obligation to bid, in which case a sales contract will not be concluded.

The User accepts that the contract concluded in this way is considered to be concluded in writing and is governed by the law of Hungary. The provisions of these GTC, which the User has known, interpreted, understood, and accepted, apply to the contract.

The sales contract is concluded in English, the Webshop is stored automatically in electronic form.

Essential features of the product: Users can view it on the product demonstration pages.

5. Terms of payment

The prices indicated on the Hungarian-language interface of the Webshop are given in HUF, while on the English-language interface they are given in EUR. The published prices are gross prices plus Hungarian VAT. You can find out about the total price of the product subject to the order, including tax, as well as delivery costs (shipping, delivery and postage) and other costs, – and if it is not possible to determine the amount of the fees, you can find out about the costs of performance – on the pages of the Webshop when placing the order and at the moment when you make a letter of intent to enter into a sales contract by sending the order form.

In the Webshop, credit card payment is possible through the Simple pay system. The Customer may change his intention to purchase the products until payment is made. As there is only an immediate payment option in the Webshop, the order becomes final with the payment.

5. Delivery of the product

Delivery of the product is possible both in Hungary and outside Hungary, with home delivery. The Webshop uses the webshippy system for home delivery.

The User is obliged to check the integrity of the package at the time of delivery (or personal collection). In the case of damaged packaging, the defect must be recorded on site.

7. Information on warranty, product guarantee and commercial guarantee rights

- **Warranty rights**

In what cases can you exercise your right to warranty?

In the event of lack of conformity by the Service Provider, you may assert a warranty claim against the Service Provider in accordance with the rules of the Civil Code.

You can choose to have the following supplies warranty claims: You can request a repair or replacement, unless it is impossible to meet the need you have chosen or would incur a disproportionate additional cost to the business compared to meeting your other need. If you have not requested or could not request the repair or replacement, you may request a proportionate reduction in the consideration, or the error can be corrected by you or by someone else at the expense of the Service Provider, or – in the final case - you can also withdraw from the contract. You can transfer from your chosen supply warranty to another, but you will bear the cost of the transfer, unless it was justified or given by the company.

What is the deadline for you to enforce your warranty claim?

You must report the defect immediately after it is discovered, but no later than two months after the defect is discovered. However, we would like to draw your attention to the fact that you can no longer exercise your warranty rights beyond the limitation period of two years from the performance of the contract.

To whom can you assert your supply warranty claim?

You can enforce your warranty claim against the Service Provider.

What are the other conditions for enforcing your warranty rights?

Within six months of the performance, there are no conditions other than the notification of the error to enforce your warranty claim if you prove that the product or service was provided by the Service Provider. However, after six months from the date of performance, you are obliged to prove that the defect you recognized already existed at the time of performance.

The product warranty does not apply to the Service Provider, commercial guarantee is not assumed by the Service Provider and there is no mandatory commercial guarantee.

- **How to report a warranty claim, complaint handling**

In writing:

a) by email: info@kleen-wear.com

b) by post: in a letter addressed to the company name and registered office of the Service Provider.

The Service Provider shall make a statement regarding the notification within 14 calendar days at the latest, failing this it considered the complaint to be justified.

If necessary to assess the complaint, the Customer Service will ask the user to deliver the product to the Service Provider's registered office at the user's own expense.

Content of the claim: name and address of the customer; product name, purchase price; date of purchase; date of error report; problem description; demand to be asserted by the buyer.

- **Complaint handling**

Complaints can be made in writing as follows:

a) by email: info@kleen-wear.com

b) by post: in a letter addressed to the company name and registered office of the Service Provider.

An oral complaint should be investigated immediately and remedied as necessary. If the consumer does not agree with the handling of the complaint or it is not possible to investigate the complaint immediately, the Service Provider is obliged to draw up a report on the complaint and its position without delay, and provide a copy to the consumer on the spot in the event of an oral complaint in person.

The Service Provider is obliged to respond in writing to the written complaint and to take action on its communication within 30 days of its receipt, unless otherwise provided by the directly applicable legal act of the European Union. The Service Provider is obliged to justify its position rejecting the complaint.

In the event of a consumer dispute, and if the complaint is rejected, the user can go to the conciliation board with jurisdiction over their place of residence or stay at the link below: <https://bekeltetes.hu/index.php?id=testuletek>. The Service Provider uses the conciliation board's procedure in order to settle the consumer dispute.

The consumer may also lodge a complaint with the competent consumer protection authority of the place of residence or stay. The contact details of the Consumer Protection Department of the Government Office of the Capital City of Budapest are as follows:

address: 1051 Budapest, Sas Street. 19. III. floor.

phone number: (1) 450-2598

e-mail: fogyved_kmf_budapest@bfkh.gov.hu

on the web: <http://www.kormanyhivatal.hu/hu/budapest/szervezeti-egyseg/fogyasztovedelmi-foosztaly-2017>

The contact details of the other consumer protection authorities can be found at <http://www.kormanyhivatal.hu/hu>.

8. Right of withdrawal (Government Decree 45/2014 (II. 26))

The withdrawal / cancellation period expires 14 days from the date on which the product is taken over by the Customer or a third party other than the carrier designated by the Customer. If the Customer wishes to exercise his / her right of withdrawal / cancellation,

he / she must send a clear statement of his / her intention to withdraw / cancellation (for example by post, fax or electronic mail) to the Service Provider's registered office.

The Customer exercises his/her right of withdrawal / termination within the deadline if he/she sends his/her statement of withdrawal / termination before the expiry of the deadline indicated above.

Legal effects of withdrawal / termination:

If the Customer withdraws from the contract, the Service Provider shall immediately, but no later than within 14 days from the receipt of the Customer's statement of withdrawal, reimburse all consideration paid by the Customer, including transport costs (except for the additional costs incurred due to the fact that the Customer has chosen a mode of transport other than the cheapest standard mode of transport offered by the Service Provider). During the refund, we will use the same payment method as in the original transaction, so we will refund the amount to the credit card provided. Due to the application of the refund method, the Customer will not incur any additional costs. The refund may be withheld by the Service Provider until the product has been returned or the Customer has confirmed that it has been returned: the earlier of the two dates must be taken into account. The Customer shall only be liable for the depreciation of the product if it has occurred due to use in excess of the use necessary to determine the nature and properties of the product.

9. Final provisions

The Internet content of the Web Store, together with the texts, graphics, photographs, animated photographs, films, illustrations and in some cases sounds and programs, are the property of the Service Provider. This content is protected by copyright. Their use is allowed only with the express permission of the Service Provider.

The Service Provider reserves the right to unilaterally amend the GTC in whole or in part at any time, with notice to the user. The GTC and its amendments shall enter into force upon publication.

The GTC contain the general conditions of the legal relationship established between the Service Provider and the customer entering a contractual relationship with it. The Service Provider informs the Customer that there is no code of conduct according to the Act on the Prohibition of Unfair Businesses – to – Consumer Commercial Practices. With regard to issues not regulated here, the Hungarian legislation and official regulations in force at any time concerning the activities of the Service Provider Webshop, in particular the Civil

Code, the Act CVIII of 2001 on Electronic Commerce and on Information Society Services and the provisions of Government Decree 45/2014 on the detailed rules of contracts between a consumer and a business shall apply even without a special stipulation.