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## **GENERAL TERMS AND CONDITIONS**

*for the sale of Pelso Brevet bicycles and their components by  
"SZATUNA" Kft.*

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### **1. Definitions**

- 1.1 **Seller:** "SZATUNA" Műanyagfeldolgozó és Értékesítő Korlátolt Felelősségű Társaság ("SZATUNA" Plastics Processing and Sales Limited Liability Company)
- 1.2 **Buyer:** The party entering into a contractual relationship with the Seller and buying the Product sold by the Seller against the purchase price, with the aim of reselling it
- 1.3 **Product:** The Pelso Brevet bicycle exclusively manufactured by the Seller and available for purchase on the website (<http://pelso.bike>), including its components that can also be purchased individually on the website
- 1.4 **GTC:** The General Terms and Conditions of the contract made by and between the Seller and the actual Buyer through the order placed via this website and the confirmation of the order or through a separate contracting procedure
- 1.5 **Civil Code:** Act V of 2013 on the Civil Code

### **2. Basic provisions**

- 2.1. Unless otherwise specified by the contract between the parties, these GTC apply to all the Seller's partners and customers as defined at the time of purchase.
- 2.2. By using the website <http://pelso.bike> and placing an order, the Buyer acknowledges that he/she has read and accepts the GTC set forth herein and made in accordance with Section 6:77-6:81 of the Civil Code. Accepting the GTC is a mandatory condition for the registration necessary for placing an order and for the placement of any subsequent orders. Please read these GTC carefully and understand them in their entirety during the registration, since by accepting them, you irrevocably declare that you have understood them and accept them as binding.
- 2.3. These GTC shall exclusively apply to each sales transaction conducted by the Seller. The Seller reserves the right to have a different agreement or special arrangements with certain Buyers, at its own discretion, in accordance with its business policy, beyond or instead of the GTC, with the condition that if the GTC and the separate agreement include different provisions, then the provisions of the separate agreement shall be prevailing.

- 2.4. The Seller reserves the right to unilaterally modify these GTC in accordance with its business policy or due to the change in the relevant law, official regulations or other circumstances. If any part of these GTC is modified, registered Buyers acknowledge that they have read, understood and accepted the modified GTC when visiting the website. The modified version of the GTC becomes valid when it is made available on the website.
- 2.5. These GTC can be printed out or saved from the website for later reference of its status at the time of acceptance.

### 3. The Seller's data

#### 3.1. Company information

- 3.1.1. Company name: „SZATUNA” Műanyagfeldolgozó és Értékesítő Korlátolt Felelősségű Társaság (“SZATUNA” Plastics Processing and Sales Limited Liability Company)
- 3.1.2. Short name: „SZATUNA” KFT.
- 3.1.3. Registration authority: Court of Registration of the Veszprém Regional Court
- 3.1.4. Registered office: 8184 Balatonfűzfő, Szállás utca 11.
- 3.1.5. Company registration number: Cg. 19-09-000830
- 3.1.6. Tax number: 10382635-2-19
- 3.1.7. Statistical code: 10382635-3299-113-19
- 3.1.8. Bank account data:
- 3.1.8.1. Raiffeisen Bank Rt. HU28 12082001-00102674-00400000
- 3.1.9. European Identification Number: HUOCCSZ. 19-09-000830
- 3.1.10. VAT number: HU10382635
- 3.1.11. Electronic mailing address: [novak.adam@szatuna.hu](mailto:novak.adam@szatuna.hu)
- 3.1.12. Data of the hosting service provider:
- 3.1.12.1. Operator: Tárhely.Eu Szolgáltató Kft.
- 3.1.12.2. Bank account number: 10702215-48381002-51100005 (CIB Bank Zrt.)
- 3.1.12.3. Company registration number: 01-09-909968
- 3.1.12.4. Tax number: 14571332-2-42
- 3.1.12.5. Phone: +36 1 789-2-789
- 3.1.12.6. Address: 1097 Budapest, Könyves Kálmán körút 12-14
- 3.1.12.7. Website: tarhely.eu
- 3.1.12.8. E-mail: support@tarhely.eu

3.2. The Seller is the sole owner of the Product. The Seller reserves the right to transfer manufacturer's rights in accordance with the terms and conditions set forth in a separate agreement.

3.3. The Product is a Registered Community Design (RCD) (the protected bicycle frame's design number: 004508877-0001, available for viewing:

<https://euipo.europa.eu/eSearch/#details/owners/869572>) all the rights of which are held by the Seller.

3.4. The Seller holds exclusive rights to sell the Product to retailers, with some exceptions specified on the basis of special conditions. The Seller does not sell directly to consumers.

#### **4. The Product**

4.1. The Product has been developed by the Seller and is a Registered Community Design. Design number: 004508877-0001. The Seller holds exclusive rights to the Product (ID: 869572).

4.2. The Seller holds exclusive rights to manufacture the Product.

4.3. The images available on this website are only for illustrative purposes and may differ from reality due to reasons out of the Seller's control. The Seller reserves the right to change the images available on the website. The Buyer notes that the changes of the various components of the Product are not necessarily shown on the website.

#### **5. The Buyer**

5.1. Orders may only be placed via this website by buyers who intend to resell to consumers. The Seller does not sell directly to consumers, as a result, it is not possible for consumers to register on this website.

5.2. The Buyer shall warrant that he/she possesses all the necessary licences to resell. Within the European Union, only entities with a valid VAT number shall be entitled to place orders, while in the case of orders sent from countries outside the European Union, Buyers must hold a valid operating licence to be able to make purchases.

5.3. The Seller accepts orders from any country.

5.4. The Seller reserves the right to grant exclusive territorial rights on an individual basis to certain Buyers complying with the specified quantitative requirements for a definite period of time defined in a separate contract. If the Seller grants exclusive territorial rights to any of its Buyers, information shall be given on this website about the countries affected by such exclusivity and the partner responsible for distribution in the given area.

5.5. Unless otherwise specified in a separate agreement concluded with the Seller, the Buyers are entitled to sell directly to consumers (B2C) and shall not place orders with the aim of selling the Product to business partners or retailers (B2B).

5.6. The Buyers agree that they are not entitled to sell the Product they purchase at a price that is lower than the cost price.

## **6. How to place orders**

6.1. Orders may be placed via the website only by registered Buyers. The data provided during registration – except for the company name and the VAT number – can be modified at any time.

6.2. The Buyer is given confirmation by e-mail on the approval of the registration by the administrator. Login to the website is possible on the basis of the data included in the confirmation.

6.3. The Buyer shall handle the password he/she gives in a confidential manner. If the Buyer's user name or password are accessed by an unauthorized third party, the Seller shall not be liable to any resulting damage, loss or disadvantage.

6.4. Following login, the Buyer, after having accepted the GTC, can place orders by completing the order form. The website includes up-to-date information on the Seller's current stocks and Product prices. Should the Seller not have stocks of any Product, the Product in question will be displayed with the status 'not available' on the website and no orders can be placed for this Product.

6.5. After the order has been finalized, the Seller sends a confirmation e-mail to the Buyer's e-mail address provided during registration.

6.6. Registered Buyers can view their order history in the 'Orders' menu option of the website.

## **7. Prices, payment terms**

7.1. Orders may only be placed with payment in advance. The Seller will debit the Buyer's credit card with the purchase price of the Product and the delivery costs after the order has been processed.

7.2. The following modes of payment are accepted:

7.2.1. Wire transfer to the Seller's bank account specified in Subsection 3.1.8, with reference to the order number included in the confirmation.

7.2.2. Payment via PayPal.

7.3. The price of the Product to be paid is the current price displayed in EUR on the website when the order is placed. The value-added tax (VAT) is not included in the purchase price of the Product. VAT will not be added to the Product price in the case of Buyers meeting the criteria for tax exemption.

- 7.4. The Seller reserves the right to change prices, however the change in prices shall not apply to already placed and fully paid orders.
- 7.5. The Seller reserves the right to make special offers from time to time. The Seller shall provide information on the current special offers and their duration on this website.
- 7.6. The price of the Product includes the packaging cost but does not include the delivery cost. The delivery cost will be displayed and added to the Product price during the order process. The total price to be paid includes all costs specified in the order summary and the confirmation e-mail.
- 7.7. Possible customs duties related to cross-border orders are not included in the Product price. Any and all such costs shall be borne by the Buyer.
- 7.8. If the Seller, despite its due diligence, displays wrong prices for the Product, then the Seller shall not be obliged to sell the Product at the wrong price, however, it shall offer the Buyer in the order confirmation the opportunity to buy the Product at the correct price. If the Customer fails to provide an express statement aimed at taking this opportunity within 5 working days of receipt of the confirmation, the Seller deems the Customer to have unilaterally terminated the contract and cancelled his/her order.
- 7.9. The Seller shall send an electronic copy of the invoice issued to the name and address provided during registration to the Customer after payment without delay.

## **8. Execution of the contract**

- 8.1. The contract between the Parties is executed when it is accepted by the Seller in the e-mail confirming the order. If the Seller, following proper arrangements, sends to the Buyer a confirmation with data deviating from those of the order and the Buyer accepts it, the contract is executed with the new data.
- 8.2. If the Parties conclude a separate agreement and they do not sign it at the same time, the contract is executed and enters into effect on the day it is signed by both Parties.

## **9. Delivery terms**

- 9.1. The Seller arranges delivery of the Product to the address provided by the Buyer at the Buyer's expense. The Seller uses UPS or DPD for delivery whose delivery terms can be found under the following links: [www.ups.com](http://www.ups.com), [www.dpd.com](http://www.dpd.com).
- 9.2. The Seller, following payment of the purchase price and the delivery cost, shall arrange delivery of the Product to the address provided during registration within 15 working days after the amounts have been credited.

- 9.3. The Buyer shall be responsible for the correctness of the address provided during registration. The delivery address should be one where the Buyer or a person authorized to receive the Product is available.
- 9.4. The day of performance is the day when the Product is delivered to the Buyer by the courier service. The title to the Product and the risk are transferred to the Buyer on receipt of the Product.
- 9.5. The Buyer or the person authorized to receive the Product shall confirm receipt of the Product by signing a copy of the documents accompanying the Product (delivery note, invoice) on delivery/receipt.
- 9.6. If the Product is not delivered within 30 days of the payment of the purchase price and the delivery costs, the Buyer shall have the right to cancel his/her order and terminate the contract without having to prove lapse of interest. In such a case, the Seller shall refund the full amount paid to the Seller's bank account number indicated in the statement sent to communicate cancellation of the contract or, if no such statement is sent, the bank account number provided during registration within 8 days of receipt of the statement sent to communicate cancellation of the contract.

## **10. Complaint management**

- 10.1. The Seller declares and warrants that the Product meets the technical specifications and complies with the requirements of the relevant law.
- 10.2. The Buyer shall inform the Seller of any defects of the Product without delay. If the Buyer detects any damage of the packaging on delivery by the package or courier service, he/she shall prepare a Certificate of Damage on the spot and send it to the Seller without delay.
- 10.3. The Seller shall immediately investigate the complaint and if it proves to be justified, the Seller shall fix the problem at its own cost, including the costs of returning the Product.
- 10.4. The Buyer shall bear all costs arising in connection with unjustified or late complaints.
- 10.5. The Seller reserves the right to recall the Product. In case of recall, the Seller shall replace the recalled Product with a perfect one. If this is not possible, the Seller shall refund the purchase price and delivery costs already paid by the Buyer without delay.

## **11. Privacy**

- 11.1. The Seller shall handle the data provided by the Buyer during registration, when placing orders and concluding individual contracts in a confidential manner and shall not disclose them to any third party, except if this is necessary for placing orders.
- 11.2. Within the context of this contract, the Buyer gives his/her consent for the Seller to store and process the Buyer's data obtained in connection with orders and the contract as well as keep records of them and manage, if necessary.

## **12. Implied and express warranties**

- 12.1. In the case of imperfect performance of the contract by the Seller, claims for breach of implied warranties may be enforced against the Seller in accordance with Sections 6:159 to 167 of the Civil Code.
- 12.2. In the case of Product defect, the Buyer may primarily claim to have the Product fixed or replaced. If the Seller fails to meet its obligation to fix or replace, or the Buyer's respective interest has lapsed, the Buyer shall have the right to claim a proportionate reduction of the price, have the defect fixed at the Seller's expense or cancel the contract. No minor defects shall give rise to a right to cancel the contract.
- 12.3. The Seller provides a one-year warranty for its Products, where the starting date of the warranty is the date of their sale. If the consumer purchasing the Product registers the Product on our website, the Seller assumes a lifetime warranty for the manufacturing defects of the frame, the fork, the saddle and the handlebars. If the consumer registering a Product resells the Product, the warranty assumed by the Seller terminates.

## **13. Liability**

- 13.1. Each Party shall reimburse the other Party for all the damage caused by breach of contract. The Party in question will escape liability if he/she proves that the breach of contract was caused by circumstances which were beyond his/her control and unforeseeable at the time of signing the contract and he/she could not be expected to prevent or mitigate the damage.
- 13.2. The Seller shall have full and unlimited liability for:
  - 13.2.1. wilful damage;
  - 13.2.2. breach of contract causing harm to human life or health.
- 13.3. The Seller excludes liability for

- 13.3.1. any error of the website or the internet network which prevents the website from proper functioning and makes purchasing impossible;
  - 13.3.2. cases when the Product shown on the website is out of stock;
  - 13.3.3. the loss of the Buyer's profit;
  - 13.3.4. the loss of the Buyer's planned savings;
  - 13.3.5. the loss of the Buyer's other income;
  - 13.3.6. the loss of the Buyer's business opportunities or clients;
  - 13.3.7. damage arising from the improper use of the Product, including the violation of the relevant traffic rules.
- 13.4. Except for cases listed in Subsection 13.2, the Seller's liability shall be limited to the amount paid for the Product by the Buyer.

#### **14. Contact information, communication**

- 14.1. The Seller's contact information:

14.1.1. Postal address: 8184 Balatonfűzfő, Szállás utca 11.

14.1.2. E-mail address: novak.adam@szatuna.hu

14.1.3. Phone numbers: +36 88 451-249 or +36 88 451-648

14.1.4. Website: <http://pelso.bike>

- 14.2. Any disclaimer under these GTC shall only be valid in writing. The Parties shall accept both letters and e-mails as an official form of notification for orders, confirmations, cancellations and modifications. If the Parties communicate by phone, their communication shall also be confirmed in writing.

#### **15. Miscellaneous**

- 15.1. The Parties agree to the exclusive jurisdiction of Hungary and the use of the Hungarian law. In matters not regulated by the contract concluded by the Parties or these GTC, the currently valid version of the Civil Code and other Hungarian laws shall apply.
- 15.2. The Seller and the Buyer shall try to settle their disputes in an amicable way. If they are unable to settle their dispute within 30 calendar days, they shall subject themselves to the jurisdiction of the Veszprém District Court or the Veszprém Regional Court, depending on their competence.
- 15.3. The Parties shall treat all the information obtained under the agreement in a confidential manner, as trade secret. The Parties shall be liable to all the damage caused by disclosure of data to unauthorized persons.
- 15.4. If the Seller decides not to exercise any of its rights under these GTC, it shall not be deemed as a waiver of those rights by the Seller.



- 15.5. The Buyer may transfer his/her rights or obligations under the contract concluded with the Seller to third parties only with the Seller's prior written consent.
- 15.6. The Parties shall inform the other Party of any change in their data provided to the other Party without delay, including changes in the way the power of attorney is exercised, the recipient of the power of attorney as well as changes in their postal address, e-mail address, delivery address or billing address. The Party failing to inform shall bear all the consequences of such a failure.
- 15.7. If any of the provisions of these GTC is or becomes invalid (severability), it shall not mean the invalidity of the rest of the contract. The Parties shall immediately replace the invalid provision with a valid provision necessary to achieve the desired purpose.
- 15.8. These GTC shall be valid from 1<sup>st</sup> May 2018 until cancellation.