

General terms and conditions (GTC)

perfectnailscompany.com – effective from: 01 June, 2021

Preamble

Welcome to our website! Thank you for being our valued customer.

If you have any questions regarding these Terms and Conditions, the use of the website, the individual products, the purchase procedure, or if you wish to discuss your individual needs with us, do not hesitate to contact us. Our contact details are provided below.

About Us: Service Provider's (Seller, Company) Information

Name: Perfect Nails Kft.

Headquarters: Fehérvári út 89-95, 1119 Budapest, Hungary

Postal Address: Fehérvári út 89-95, 1119 Budapest, Hungary

Registration Authority: Budapest-Capital Regional Court

Company Registration Number: 01-09-676525

Tax ID: 11782966-2-43

Representative: Attila Györgyei

Phone Number: +361 273 1772

E-mail: exportsales@perfectnails.hu

Website URL: <https://perfectnailscompany.com>

Bank Account Number: AT23 3802 3000 0800 0960

Hosting Provider Information

Name: Simtech Development Ltd.

Headquarters: Sirenevy 7A, 432010 Ulyanosk, Russia

Contact: sales@simtechdev.com

Website: www.simtechdev.com

Definitions

Parties: Seller and Buyer together

Consumer: A natural person acting for purposes that are not related to their profession, trade or business activities

Consumer Contract: A contract in which one of the parties qualifies as a consumer

Website: This website, used for concluding contracts

Contract: A sales contract between the Seller and the Buyer concluded via this Website and electronic mail

Communication Tool Between Distant Parties: A tool that is appropriate for making a contractual statement between parties with an aim of concluding a contract who are not present at the same location. Such means include, in particular, a form without an addressee or an address, a letter template, an advertisement published in the press with an order form, a catalogue, a telephone, a fax and a device with Internet access

Distance Contract: A consumer contract that is made under a distance selling system set up for the provision of products or services under a contract without the simultaneous physical presence of the parties, using only a tool(s) facilitating the communication between the parties for the purpose of concluding the contract

Product: Any marketable tangible items available for purchase on the Website, which shall be the subject of the Contract

Business/Undertaking: A person acting for purposes that are related to their profession, trade or business activities

Buyer/You: A person concluding the contract, who makes a purchase offer via the Website

Guarantee: In case of contracts concluded between a consumer and a business (hereinafter: Consumer contract) under the Hungarian Civil Code,

1. a guarantee related to the fulfillment of the contract, which the business voluntarily assumes in addition to or in the lack of any legal obligations for the proper fulfillment of the contract, and
2. any statutory guarantee(s)

Relevant Legal Regulations

The provisions of Hungarian regulations shall apply to the Contract, the following legal acts, in particular:

- Act CLV of 1997 on Consumer Protection
- Act CVIII of 2001 on e-commerce and certain issues regarding Information Society services
- Act V of 2013 on the Civil Code
- Government Decree 151/2003. (IX.22.) on statutory guarantee for non-perishable consumer goods
- Government Decree 45/2014. (II.26.) on the detailed rules of contracts concluded between consumers and businesses
- Decree of the Minister of National Economy 19/2014. (IV.29.) on the procedural rules of guarantee and warranty claims concerning goods sold under contracts between the consumer and the undertaking
- Act LXXVI of 1997 on Copyright
- Act CXX of 2011 on the Right of Informational Self-determination and on Freedom of Information
- REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February, 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

Scope and Acceptance of the General Terms and Conditions

The content of the contract between us is governed by these General Terms and Conditions (hereinafter: Terms and Conditions), in addition to the provisions of the relevant legal regulations. Accordingly, these Terms and Conditions contain your and our rights and obligations, the conditions of concluding the contract, completion deadlines, conditions of delivery and payment, the rules of liability, and the conditions of exercising the right of withdrawal.

Any technical information required for the use of the website, which is not included in these

Terms and Conditions, is provided by other sources available on the website. You shall familiarize yourself with the provisions of the Terms and Conditions before completing your order.

Language and Format of the Contract

The language of contracts governed by the Terms and Conditions is English. The contracts subject to the Terms and Conditions do not qualify as written contracts, and the Seller shall not file them.

Prices

Prices are stated in EUR and include 27% VAT (the current rate in Hungary). The Seller may change the prices for business policy reasons at their discretion. Price changes do not apply to contracts already concluded. If the Seller quotes an incorrect price and an order has been received for the product, but the parties have not yet concluded a contract, the Seller shall act in line with the "If something is advertised at the wrong price" clause of the Terms and Conditions.

The VAT rate for some of our products is 5% (textbooks, for example)

If something is advertised at the wrong price

The following prices are obviously incorrect:

- EUR 0.00,
- a discounted price, where an incorrect discount is displayed (for example, a product originally priced at EUR 10 is offered for 5 Euros at a 20% discount)

If an incorrect price is indicated, the Seller offers to sell the product at the actual price, and the Buyer decides whether they want to order the product at this price or cancel the order without any adverse legal consequences.

Handling Complaints and Exercising Rights

The consumer may submit their complaints about the product or the Seller's activities using the following contact details:

- Internet address: <https://perfectnailscompany.com>
- E-mail: exportsales@perfectnails.com

The consumer **may submit their complaint in writing to the business** concerning the conduct, activity or negligence of the business or a person acting in the interest of the business in connection with the distribution or sale of the goods to the consumers.

Unless otherwise provided by a directly applicable act of the European Union, **the business shall reply in writing to the written complaint within 30 days of the receipt of the complaint and take action accordingly.** A longer period may be established by an act, and a shorter period may be established by a legal regulation. The business shall give reasons for its position rejecting the complaint. If the complaint is received over the phone or via other telecommunication services, the business shall allocate a unique identification number to the complaint.

The complaint record must include the following information:

1. name and address of the consumer,
2. place, time and channel of submitting the complaint,
3. a detailed description of the consumer's complaint, a list of documents and other evidence presented by the consumer,
4. a statement by the business of its position on the consumer's complaint, if the complaint can be investigated immediately,
5. the signature of the person who created the record, and the consumer's signature, unless the complaint is submitted orally over the phone or through other telecommunications channels,
6. date and place of the record creation,
7. in case of an oral complaint received over the phone or via other electronic channels, the unique identification number of the complaint.

The company shall retain a record of the complaint and a copy of the reply for five years and present it to the inspection authorities upon request.

If the complaint is rejected, the business shall inform the consumer in writing about the authority or conciliation body that may be contacted for further proceedings. Such information shall also include the registered office, phone number and online contact details and the postal address of the competent authority or the local conciliation body based on where the consumer resides. The business shall also inform the consumer whether the business would contact the conciliation body in order to resolve a consumer dispute. If any consumer dispute between the Seller and the consumer is not settled during the negotiations, the following options are available to the consumer:

Consumer protection proceedings

Filing a complaint with the consumer protection authorities. If the consumer believes that their consumer rights have been violated, they may file a complaint to the competent regional consumer protection authority. Following the assessment of the complaint, the authority shall decide on conducting consumer protection proceedings. Capital and county government offices act as first instance authorities in consumer protection proceedings.

Court proceedings

The customer is entitled to enforce their claim arising from a consumer dispute in court in civil proceedings in line with Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation body proceedings

We would like to inform you that you are entitled to file a consumer complaint against us. If your consumer complaint is rejected, you may also contact the competent local conciliation body based on your residence. Such conciliation body proceedings may be initiated on condition that the consumer directly seeks to resolve the dispute with the business concerned. If the consumer requests so, instead of the local body, a conciliation body included in the consumer's request shall be competent for the proceedings.

The business shall cooperate in the conciliation proceedings. In this context it is **mandatory for the business to reply** to the conciliation body in writing and they **shall appear** before the conciliation body ("ensuring that a person authorized to reach an agreement at the hearing is

present”).

If the registered office or the branch of the business is not registered in the county where the chamber operating the competent local conciliation body resides, the business shall cooperate in facilitating the conclusion of a written agreement taking the consumer’s needs into account. If the business fails to cooperate, the consumer protection authority may **impose mandatory fines** for infringement as a result of a change in legislation. Such fines shall not be waived. In addition to the Consumer Protection Act, the relevant provisions of the Act on Small and Medium-sized Enterprises have also been amended, and as a result such fines may be imposed on small and medium-sized businesses, too.

The amount of the fine may range from HUF 15 thousand to HUF 500 thousand for small and medium-sized enterprises, while in the case of larger companies (which do not qualify as small or medium-sized enterprises) with net annual sales exceeding HUF 100 million subject to the Act on Accounting, the fine may range from HUF 15 thousand up to 5% of the company's annual net sales, up to a maximum of HUF 500 million. By introducing a mandatory fine, the legislator aims at encouraging the cooperation with the conciliation bodies, as well as the companies’ active participation in such conciliation proceedings. The conciliation body is responsible for resolving consumer disputes out of court. The conciliation body tries to reach an agreement between the parties in order to settle consumer disputes. If this is not successful, they make a decision in order to ensure that consumer rights are enforced in a simple, fast, efficient and cost-effective manner. On the request of the consumer or the business, the conciliation body shall provide advice on consumer rights and responsibilities.

The conciliation body initiates proceedings on the consumer's request. A written request shall be submitted to the chairperson of the conciliation body by post, telegram, telegraph or fax, or by any other means which allows the recipient to archive the data sent to them for the requested period depending on the purpose of the data, and display the stored data in an unchanged format without the content being modified. **The request shall include the following:**

- a. the consumer’s name and place of residence,
- b. name, headquarters or branch of the business affected by the dispute,
- c. if the consumer designates a competent body other than the competent conciliation body,
- d. a brief description of the consumer's position, supporting facts and evidence,
- e. the consumer’s declaration stating that the consumer has made a direct attempt to resolve the dispute with the business concerned
- f. the consumer’s statement describing that no other conciliation body has initiated proceedings in the case, no mediation proceedings have taken place, no claim has been submitted and no request for a payment order has been made,
- g. a proposal for making a decision by the body,
- h. the consumer's signature.

The claim shall include a document or a copy (extract) thereof, which the consumer uses as supporting evidence, in particular a written statement issued by the business, in which they rejected the complaint or, if no such document is available, any other written evidence available to the consumer, which proves that an attempt was made for negotiations.

If the consumer acts through a proxy, a letter of authorization shall be attached, too.

More information on the conciliation bodies is available here: <http://www.bekeltetes.hu>

More information on the competent local conciliation bodies is available here:

<https://bekeltetes.hu/index.php?id=testuletek>

Online Dispute Resolution Platform

The European Commission created a website where consumers may register and settle their disputes out of court related to online shopping by completing a form. This way consumers may be able to assert their rights without being prevented from doing so by not being there in person.

If you wish to file a complaint about a product or service you have bought online and you do not necessarily want to go to court, you may use this online dispute resolution platform.

Through this portal you and the business against whom you have submitted a complaint, may jointly select the conciliation body you wish to entrust with the handling of your complaint.

The online dispute resolution platform is available here:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

Copyrights

Under (1) of Section 1 of the Act LXXVI of 1999 on Copyright, websites are considered as artistic creations protected by copyright, and so all parts thereof are protected by copyright. Pursuant to (1) of Section 16 of the Act on Copyright no graphic and software solutions, or computer programs found on the website may be used without permission, and no application may be used with which the website or any part of it may be modified. Any material may be taken from the website and its database only with the written consent of the right holder and you are also requested to display a reference to the website and indicate the actual source. Copyright holder: XX Kft.

Partial Invalidity, Code of Conduct

If any part of the Terms and Conditions is legally incomplete or invalid, the remaining clauses of the contract shall still remain in force and the provisions of the relevant legislation shall apply instead of the invalid or incorrect sections.

The Seller has no code of conduct under the Act on the prohibition on unfair commercial practices against consumers.

Operation of Digital Data Content, Technical Protection Measures

The availability of servers providing data on the website is over 99.9% per year. The entire data content is backed up regularly, therefore, in case of any issues, the original data can be restored. The data presented on the website is stored in MSSQL and MySQL databases. Sensitive data is adequately stored and encrypted with the use of processors with hardware support.

Information on the main characteristics of the products

We provide information on the basic specifications of the products offered for sale on our website in the descriptions for each product.

Correction of data entry mistakes – Responsibility for the accuracy of the provided data

During the order process, you can modify the data you have entered before finalizing your order (you can return to the previous page by clicking the back button, where you can correct the entered data even if you have already moved on to the next page). Please note that it is

your responsibility to ensure that the information you provide is correct, as the product will be invoiced and shipped based on the information you enter. If you enter an incorrect email address or your mailbox is full, the confirmation email may not be delivered, which may prevent the conclusion of the contract.

Use of the Website

Purchase is not subject to registration.

Ordering a Product

Selecting a Product

On the website, please select the product range within the product category, and then choose the individual products. By clicking on the individual products, you will see a product photo, a product code, a description and a price. If you make a purchase, you shall pay the price indicated on the website.

Placing the product into the shopping cart

Select the product(s) and click “Add to Cart” to add the product(s) to the cart. You are under no obligation to buy the items you've added to your shopping cart, as this step does not qualify as making an offer.

We recommend that you add the product to the cart even if you are not sure that you want to buy it, because this will give you an overview of the products you have selected, and you can display them on the screen for review and comparison. Until you finalize your order (i.e. click on the “Place order” button), the contents of the cart can be freely modified, you may remove any products from the cart, add new products to the cart, and you may change the number of the products. If you add the selected product to the cart, a separate window will appear with the following message: “The product was added to your cart”. If you do not want to add more products, simply click on the “Proceed to checkout” button. If you want to review the selected product again or add another product to the cart, click on the “Continue shopping” button.

Viewing your shopping cart's contents

When using the website, you can check the contents of the cart at any time by clicking on the “Cart” icon at the top of the home page. You can also remove the selected products from the cart or change the number of products. The system will automatically display the information corresponding to the data you have changed, including the price of the products added to the cart.

If you do not want to select additional products and add them to the cart, you can continue shopping by clicking on the “Proceed to checkout” button.

Entering customer information

After clicking the “Proceed to checkout” button, the contents of the cart are displayed, as well as the total purchase price you should pay when you buy the products. If you need delivery, the delivery fee is also displayed, which is added to the price if you order the item(s).

Enter your e-mail address in the “Customer information” text box and your full name, address and phone number in the “Shipping Address” text box. The “Billing address” text box

automatically stores the information provided in the “Shipping Address” section. If your billing address is different from your shipping address, select “I have a valid EU tax number. I do not want to pay the 27% Hungarian VAT”. You can enter any additional information in the “Customer notes” text box.

Completing the Order (Making an Offer)

If you are sure that the contents of the shopping cart correspond to the products you want to order and all the details are correct, you can complete your order by clicking “Place order”. The information provided on the website does not constitute a contractual offer from the Seller. In the case of orders subject to the Terms and Conditions, you are considered to be the one making an offer.

By clicking on the “Place order” button, you expressly acknowledge that your offer is completed, and placing the order (once the Seller confirms your offer in accordance with the Terms and Conditions) entails an obligation to pay the Seller. You are bound by your offer for a period of 48 hours. If your offer is not confirmed by the Seller within 48 hours in accordance with the Terms and Conditions, you are released from your offer obligation.

Order Processing, Concluding the Contract

You may place your order at any time. The Seller shall confirm your offer by e-mail no later than one working day following the submission of your offer. The contract is concluded when the confirmation email sent by the Seller becomes available to you in your mail account.

Payment Methods

SimplePay bank card payment

The Simple Online Payment System is developed and operated by OTP Mobil Kft. OTP Mobil Kft. is a member of the OTP Group.

Customers using the service can choose Simple’s simple and secure payment solution for online purchases. You can make your payment in the usual way on the Simple interface. Paying via Simple is not any different from making a payment through your bank. During the provision of the service Simple monitors the user's transactions protecting the cardholder’s security and helping to prevent any unexpected events.

TRANSACTION STEPS

1. By clicking on the “Payment” button, you will be directed to the Simple payment page, where you can launch the transaction by entering your bank card details.
2. After entering your card details, please check that all the details are correct.
3. The bank then starts processing your transaction.
4. You will receive an email confirming the result of your payment, and Simple will redirect you to the web shop’s page.

For more information, see: <https://www.simple.hu/>

Collection, Collection Fees

GLS Parcel Service

The product is delivered by GLS/DHL Economy

The delivery is free of charge from 99€.

If the amount of your purchase is under 99€ please find the information at the table below:

Country	Shipping fee Under 99 Euro	Shipping fee over 99 Euro
Belgium	12,12€	free of charge
Bulgaria	12,12€	free of charge
Czech Republic	11,22€	free of charge
Denmark	17,50€	free of charge
Estonia	20,24€	free of charge
Finland	17,50€	free of charge
France	17,50€	free of charge
Germany	12,12€	free of charge
Ireland	17,50€	free of charge
Latvia	20,24€	free of charge
Lithuania	20,24€	free of charge
Luxembourg	12,12€	free of charge
Poland	12,12€	free of charge
Spain	21,89€	free of charge
Slovakia	11,22€	free of charge
The Netherlands	12,12€	free of charge
U.K.	39€	free of charge
Northern Ireland (XI)	39€	free of charge

Completion Date

The products are generally delivered within 30 days of the confirmation of the order-

Reservation of Rights, Retention of Title

If you had previously ordered a product, but you did not accept it when it was delivered (except if you exercised your right of withdrawal), or the Product was returned to the seller with a note that the buyer did not expect it, the Seller shall only fulfill the order if the buyer pays the purchase price and the delivery costs in advance.

The Seller may delay the delivery of the Product until they make sure that the price of the Product has been successfully paid using the selected electronic payment method (including when the Buyer pays the purchase price via bank transfer in the currency of the given member state, and due to currency conversion, bank commissions and other fees the Seller does not receive the full amount of the purchase price and the delivery costs). If the price of the Product is not fully settled, the Seller may prompt the Buyer to pay the remaining amount.

Consumer Announcement in accordance with Government Decree 45/2014. (II. 26.)

Information on the Buyer's Right to Withdrawal

According to Item 3, of (1) of Section 8:1 of the Civil Code, only natural persons acting for purposes which are not related to their profession, trade or business activities qualify as consumers, therefore, **legal entities may not exercise the right to withdrawal without justification.**

Pursuant to Section 20 of the Government Decree 45/2014. (II. 26.), the consumer has the right to withdrawal without justification. The consumer may exercise their right to withdrawal

- (a) with regards to a contract for the sale of a product
 - (aa) for the product,
 - (ab) if several products are purchased and the individual products are delivered at different times, for the product delivered the latest,

within 14 days of the date when the given product is received by them or a third party designated by them (other than the courier).

Nothing in this section shall affect the consumer in exercising their right to withdrawal defined in this section between the contract date and the date when the product is received.

If the consumer made an offer to conclude the contract, the consumer has the right to withdraw the offer before concluding the contract, which annuls their obligation to conclude the contract.

Withdrawal Declaration, Exercising the Consumer's Right to Withdrawal or Cancellation

The consumer may exercise their right to withdrawal as described in Section 20 of the Government Decree 45/2014. (II. 26.) by issuing a clear declaration to that effect or using a sample declaration form that can also be downloaded from the website.

Validity of the Consumer's Withdrawal Declaration

The right to withdrawal shall be deemed valid if the consumer's declaration is submitted within the given time limit. The consumer has 14 days to submit such declaration.

The consumer has to prove that they have exercised their right to withdrawal in accordance with this provision.

The Seller shall confirm the receipt of the consumer's declaration of withdrawal on an electronic data storage device.

Seller's Obligations in the Event of the Consumer's Withdrawal

Seller's Refund Obligation

If the consumer withdraws from the contract in accordance with Section 22 of the Government Decree 45/2014. (II. 26.), the Seller shall refund the full price paid by the consumer, including the costs incurred in connection with the completion (such as delivery fees) within 14 days from the acknowledgement of the withdrawal. Please note that this provision does not apply to additional costs incurred by choosing a delivery option other than the least expensive standard delivery method.

Refund Method

In accordance with Section 22 of the Government Decree 45/2014. (II. 26.), in case of withdrawal or cancellation the Seller shall refund the amount due to the consumer using the same payment method the consumer used for the initial payment. With the consumer's express consent the Seller may use another payment method for the refund, but the consumer shall not be charged any additional fees as a result. The Seller shall not be liable for any delay when the consumer provides an incorrect or inaccurate bank account number or postal address.

Additional Costs

If the consumer chooses a delivery option other than the standard, least expensive delivery method, the Seller shall not be obliged to refund any resulting additional costs. In such cases we shall refund the general shipping fees indicated.

Right of Retention

The Seller may withhold the amount due to the consumer until the consumer returns the product or duly proves that it was returned; the earlier of the two dates shall be taken into account. We are unable to accept products returned via cash on delivery.

Consumer's Obligations in the Event of Withdrawal or Cancellation

Returning the Product

If the consumer withdraws from the contract in accordance with Section 22 of the Government Decree 45/2014. (II. 26.), they shall return or hand over the product to the Seller or a person designated by the Seller immediately, but no later than within 14 days of the withdrawal declaration. Such return is considered to be completed on time if the consumer sends or posts the product before the deadline.

Direct Costs Related to Returning the Product

The consumer shall bear the direct costs of returning the product. The product shall be sent to the Seller's address. If the consumer cancels the contract for the provision of services concluded out of the store or between distant parties, they shall pay the business a fee proportionate to the service provided up to the date when the business is notified about the cancellation. The proportional amount to be paid by the consumer is calculated on the basis of the total amount stated in the contract, plus taxes. If the consumer proves that the calculated total amount is excessive, the proportional amount shall be determined on the basis of the market value of the services provided up to the date when the contract is terminated. Please note that we are unable to accept products returned via cash on delivery.

Consumer's Responsibility for Depreciation

The consumer is liable for any depreciation arising from the use of the product beyond the use required to determine the nature, specifications and operation of the product.

The Right to Withdrawal may not be Exercised in the Following Cases

The Seller expressly emphasizes that you may not exercise your right to withdrawal in cases described in (1) of Section 29 of the Government Decree 45/2014 (II.26.):

- a. in case of a contract for the provision of services, after the service has been fully provided, if the business commenced the provision of the service with the consumer's express prior consent and the consumer acknowledged that they lose their right of termination once the service is fully delivered;
- b. in respect of a product or service the price or fee of which depends on the fluctuations of the financial market during the period set for exercising the right of withdrawal that cannot be possibly influenced by the business;
- c. in the case of a non-prefabricated product which has been produced on the consumer's instructions or at their express request, or in the case of a product which is clearly customized for the consumer's needs;
- d. in respect of perishable goods with a short shelf-life;
- e. in the case of a sealed product which, for health or hygiene reasons cannot be returned if opened after delivery;
- f. in respect of a product which, by nature, is inseparably mixed with another product after delivery;
- g. in the case of alcoholic drinks, the actual value of which depends on the fluctuations in the market beyond the business's control and the price of which was agreed upon by the parties when the sales contract was entered into, but which was performed after the 30th day of the conclusion of the contract;
- h. in the case of a business contract where a business representative visits the consumer on their express request at their premises to carry out urgent repair or maintenance work;
- i. with regard to the sale and purchase of sealed audio or video recordings and copies of computer software, if the consumer opened the packaging after delivery;
- j. in respect of newspapers, periodicals and magazines, other than subscription contracts;
- k. in the case of contracts concluded by public auction;
- l. in the case of a contract for the provision of accommodation (other than for residential purposes), transport, car rental, catering or leisure services, if a completion date or deadline was specified in the contract;
- m. in the case of digital content provided on non-tangible media, where the business started the provision with the consumer's express prior consent and the consumer acknowledged at the same time that they lose their right of withdrawal after the commencement of provision.

Defects Warranty, Product Warranty, Guarantee

This section of the consumer announcement was prepared in accordance with (3) of Section 9 of the Government Decree 45/2014 (II.26.), applying Annex 3 of the Government Decree 45/2014 (II.26.).

Defects Warranty

In what cases can you exercise your right to defects warranty?

In the event of non-contractual performance, you may submit a defects warranty claim against the Seller in accordance with the provisions of the Civil Code.

What rights do you have based on your defects warranty claim?

You may file a defects warranty claim requesting the following – based on Your choosing: You may request repairs or replacement, unless it is impossible to meet your demands or it would incur disproportionately high extra costs for the Seller compared to other possible demands You may have. If you did not or could not request repairs or replacement, you may request a proportional price discount or you may repair the defect yourself at the Seller's expense, or have it repaired by someone else, or as a final resort, withdraw from the contract. You may choose to exercise another right instead of the chosen right under the defects warranty, however, you shall bear the cost of such a switch, unless it was justified or the Seller made it necessary.

What is the deadline for you to use your defects warranty?

You shall report the defect immediately after it is discovered, but no later than two months after the defect was discovered. At the same time, please note that you may not exercise your defects warranty rights after two years of the conclusion of the contract.

If the object of the contract between the consumer and the business is a second-hand item, the parties may agree on a shorter limitation period; however, a limitation period shorter than 1 year is not acceptable.

Against whom can you exercise your rights under the defects warranty?

You may exercise your rights arising from the defects warranty against the Seller.

Are there any other conditions for exercising your rights under the defects warranty?

Within six months of completion, there are no conditions other than communicating the defect so that you could exercise your defects warranty rights if you can prove that the product or service was provided by Seller. However, beyond six months from the date of completion, you will have to prove that the detected defect already existed at the time of completion.

In the case of second-hand products, your warranty and guarantee rights are different.

Defects may arise in the case of second-hand products, too; however, the circumstances on the basis of which the Buyer could expect certain defects must be taken into account. Due to wear and tear, certain defects may occur more frequently, therefore, you may not assume that a second-hand product is of the same quality as a newly purchased one. Considering this, the Buyer may only exercise their warranty rights if such defects are not the direct result of wear and tear and the defects arise independently of such issues. If the second-hand product is defective and the customer, who qualifies as a consumer, was informed about the defect when the purchase was made, the Service Provider is not liable for the known defect.

Product Warranty

In what cases can you exercise your rights under the product warranty?

In the event of a defect in a tangible asset (product), you may (if you choose so) exercise your rights arising from the defects or product warranty.

What rights do you have based on your product warranty claim?

Under a product warranty, you may only request either the repair or the replacement of the defective product.

When does a product qualify as defective?

A product shall be deemed defective if it does not comply with the relevant quality standards in effect at the time it is sold, or if it does not have the characteristics described in the manufacturer's specifications.

What is the deadline for you to exercise your rights under the product warranty?

You may file your claim under the product warranty within two years from the time when the manufacturer marketed the product. You shall lose your right once this period is over.

Against whom and under what other conditions can you file your claim under the product warranty?

You may submit a product warranty claim only against the manufacturer or the distributor of the tangible asset. When asserting claims under the product warranty, you shall provide evidence for your claim regarding the defects of the product.

In which cases is the manufacturer (distributor) exempt from their product warranty obligation?

The manufacturer (distributor) shall only be exempt from its obligation under the product warranty if it can prove that:

- the product was not manufactured or marketed within the scope of its business activity; or
- the state of scientific and technical knowledge at the time when the product was marketed was not such as to enable the existence of the defect to be detected; or
- the defect in the product was caused by the application of a regulation or a regulatory provision prescribed by the authorities.

Proving that one reason applies is sufficient for the manufacturer (distributor) to be exempted. Please note that you cannot submit a claim under the defects and the product warranty at the same time for the same defect. However, if your product warranty claim is successful, you can submit your defects warranty claim against the manufacturer for the replaced product or repaired part.

Guarantee

In what cases can you exercise your rights under the guarantee?

Pursuant to Government Decree 151/2003 (IX. 22.) on the statutory guarantee for certain non-perishable consumer goods, the Seller shall provide a guarantee for the sale of new durable consumer goods listed in Annex 1 of the Decree (e.g. technical goods, tools, machines), as well as their accessories and components specified therein (hereinafter referred as consumer goods).

What are your rights and within what timeframe under the guarantee?

Guarantee-related rights

In accordance with Government Decree 151/2003. (IX. 22.) the Buyer is entitled to have the product repaired and a replacement and refund shall be offered by the Seller under the guarantee as a general rule, in the cases listed in the “Rules for handling of guarantee claims” section.

Depending on the Buyer’s choice the repair claim may be filed at the Seller's registered office, any branch, branch office and directly at a repair shop indicated by the Seller on the guarantee card.

Timeframe

Guarantee claims may be submitted during the guarantee period. According to Government Decree 151/2003. (IX. 22.) the guarantee period is as follows:

- a. 1 year if the sale price is over HUF 10 thousand, but does not exceed HUF 100 thousand,
- b. 2 years if the sale price is over HUF 100 thousand, but does not exceed HUF 250 thousand,
- c. 3 years if the sale price is more than HUF 250 thousand.

Failure to meet these deadlines will result in limitation of such rights; however, if the consumer product is repaired, the guarantee period will be extended from the day when the product is handed over for repair by a period during which the Buyer was unable to use the consumer product as intended.

The guarantee period starts when the consumer item is delivered to the Buyer, or if the installation is performed by the Seller or its agent, this period starts on the day of the installation.

If the Buyer installs the consumer product more than six months after delivery, the start date of the guarantee period is the day when the product was initially delivered.

Rules regarding handling guarantee claims

When handling repairs, the Seller shall aim at performing the repairs within 15 days. The repair period starts when the product is received.

Should the repair or replacement exceed fifteen days, the Seller shall inform the Buyer of the expected duration of such repair or replacement.

If during the guarantee period, when the product is first repaired, the Seller finds that the consumer product cannot be repaired, the Seller shall replace the consumer product within eight days, unless otherwise provided by the buyer. If it is not possible to replace the product, the Seller shall refund the purchase price shown on the document (an invoice or receipt issued in line with the Act on VAT) proving the payment for the product presented by the Buyer within eight days.

By accepting the Terms and Conditions, the Buyer agrees that information may be provided to them electronically or in another way that is suitable for proving the receipt by the Buyer.

If the Seller is unable to repair the product within 30 days:

- if the Buyer has agreed, the repair may be finished at a later date, or
- if the Buyer does not give their consent to a delayed repair, or has not made any declarations in this regard, the product must be replaced within eight days after the expiration of the thirty-day period, or
- if the Buyer does not give their consent to a delayed repair, or has not made any declarations in this regard, but it is not possible to replace the product, the sale price included in the

product's invoice or receipt must be refunded within eight days of the expiration of the thirty-day period.

If the consumer product is defective for the 4th time, the Buyer is entitled to:

- contact the Seller for repair, or
- instead of requesting a repair, under (2) b) of Section 6:159, of Act V of 2013 on the Civil Code, request the Seller to reduce the purchase price accordingly, or
- instead of requesting a repair, under (2) b) of Section 6:159, of Act V of 2013 on the Civil Code, repair the product or have it repaired at the Seller's expense, or
- if the Buyer does not enforce these rights (repair, reduced price and having the product repaired by someone else at the Seller's expense) or does not make a statement in this regard, the product must be replaced within 8 days, or if it is not possible to replace the product, the purchase price found on the invoice or the receipt is to be refunded to the Buyer within eight days.

Exceptions

The rules listed in the "Rules for handling guarantee claims" section do not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, cars, motorhomes, caravans, trailers, and motorized watercraft.

However, the Seller shall make efforts to fulfill the repair request within 15 days for such products, too.

Should the repair or replacement exceed fifteen days, the Seller shall inform the Buyer of the expected duration of such repair or replacement.

How does your guarantee relate to your other warranty rights?

The guarantee gives you added protection beyond your warranty rights (product and defect warranty). The main difference between the general warranty rights and the guarantee is that under the guarantee it is not the consumer who has to prove why the product became faulty.

Installed products, products with a weight over 10 kgs and products that cannot be carried on public transport as hand luggage (with the exception of vehicles) subject to mandatory guarantee under Government Decree 151/2003, must be repaired on site, at the place of operation. If repairs cannot be carried out at the place of operation, the business or a repair provider, (if the repair claim is submitted directly to the repair service) shall be responsible for dismantling and installing, as well as transporting and returning the product.

The seller's commitments may not, for the duration of the compulsory guarantee period, contain conditions that are less favorable for the consumer compared to the rights provided under the rules of the compulsory guarantee. Thereafter, the terms of the voluntary guarantee may be freely determined, but in this case, the guarantee may not affect the consumer's rights arising from the statutory provisions, including the rights under the defects warranty.

Exchanges within three working days

Products shall be exchanged in three working days even if the product is purchased from the web shop. Exchanges may be requested within three working days for new durable consumer products subject to the Government Decree 151/2003. (IX. 22.). If the Buyer requests such

exchange within 3 working days, the Seller must interpret this in a way that the product was already defective at the time of sale and it must be replaced without asking any questions.

When is the Seller exempt from the guarantee obligation?

The Seller shall become exempt from its guarantee obligation if they can prove that the reason underlying the defect emerged after fulfillment.

Please note that you cannot submit a claim under the defects warranty and the guarantee, or the product warranty and the guarantee at the same time due the same defect. Nevertheless, you are entitled to rights arising from your guarantee regardless of your rights under the warranty.

SimplePay Privacy Policy

I acknowledge the following personal data stored in the user account of Perfect Nails Kft.

(Fehérvári út 89-95, 1119 Budapest, Hungary) in the user database of perfectnailscompany.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:

name, company name, address, email address, phone number. 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-aff>