

# General Terms and Conditions

This document (hereinafter: **General Terms and Conditions – GTC**) contains the rights and obligations of **Hopline Kft.** (hereinafter: **Service Provider, Contractor**) and the Customer using the electronic commerce services provided by the Service Provider through the [www.hopline.eu](http://www.hopline.eu) website (hereinafter: **website, webshop, online store**) (hereinafter: **Customer, consumer, user, purchaser, buyer**), jointly referred to as: **Parties**.

The scope of these GTC extends to all electronic commerce services provided within the territory of Hungary that take place through the [www.hopline.eu](http://www.hopline.eu) online store. Purchases made in the online store are governed by **Act CVIII of 2001 on Electronic Commerce Services and on Certain Issues of Information Society Services**.

This document is not filed, is concluded exclusively in electronic form, does not qualify as a written contract, does not refer to a code of conduct, and is written in the Hungarian language. If you have any questions regarding the operation of the webshop or the ordering and delivery process, we are available through the contact details provided below. These GTC are continuously available on the website.

[https://shop.unas.hu/shop\\_ordered/81562/pic/Dokumentumok/Terms-and-Conditions.pdf](https://shop.unas.hu/shop_ordered/81562/pic/Dokumentumok/Terms-and-Conditions.pdf)

## 1. Service Provider Information

### 1.1. Service Provider Details

Company name: Hopline Kft.

Registered seat: H-1141 Budapest, Szugló utca 130.

Mailing address: H-1141 Budapest, Szugló utca 130.

Company registration number: 01-09-999961

Court of registration: Company Registry Court of the Budapest-Capital Regional Court

Tax number: 24287526-2-42

Statistical number: 24287526-4791-113-01

Representative: Norbert Tátrai, Managing Director

E-mail: [b2b@hopline.hu](mailto:b2b@hopline.hu)

Language of the contract: Hungarian

### 1.2. Hosting Provider Details:

Name: Challenger-Solution-it Kft.

Registered seat: Hungary, 3000 Hatvan, Madách utca 10/A

E-mail address: [info@challengerit.hu](mailto:info@challengerit.hu)

## 2. General Provisions

**2.1.** Issues not regulated in this Policy and the interpretation of this Policy shall be governed by Hungarian law, with particular regard to **Act V of 2013 on the Civil Code ("Civil Code")**, **Act CVIII of 2001 on Electronic Commerce Services and Certain Issues of Information Society Services**, and **Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses**. The mandatory provisions of the applicable legislation shall apply to the Parties even without a separate stipulation.

**2.2.** This Policy shall enter into force on **6 March 2026** and shall remain in effect until withdrawn. The Service Provider shall publish any amendments on the website upon their entry into force. The amendment shall enter into force upon its publication and shall be binding for both the Service Provider and the User from that time onwards. Amendments shall not affect previously concluded contracts, therefore the amendments shall have no retroactive effect.

**2.3.** The Service Provider reserves all rights with respect to the website, any part thereof, and the contents displayed on it, as well as the distribution of the website. Upon the entry into force of the amended GTC, the User expressly accepts the amended terms by logging in for the first time thereafter, and from that point the amended terms shall be binding upon the User. If the User does not agree with the amended GTC, the registration may be deleted at any time. The intention to delete the registration shall be indicated by e-mail at [b2b@hopline.hu](mailto:b2b@hopline.hu). Upon deletion of the registration, the present contract shall terminate.

**2.4.** The [www.hopline.eu](http://www.hopline.eu) online store operates in Hungary and its maintenance is also carried out here. Since the website may also be visited from other countries, Customers expressly acknowledge that the governing law between the Customer and the Service Provider shall be Hungarian law. In the event of disputes, the Customer and the Service Provider submit themselves to the exclusive jurisdiction of the **Budapest II and III District Court**, and in matters falling within the jurisdiction of a regional court, to the **Székesfehérvár Regional Court** (jurisdiction by submission). These GTC do not affect the right of consumers to settle their disputes before the competent court of their place of residence in accordance with the rules of the Civil Procedure Act.

**2.5.** The information displayed on the website may not be valid in other countries. In certain places, its use or reading may be prohibited. The Service Provider shall not be liable in cases where the website is accessed from locations where the use of the information contained therein is prohibited by local laws.

**2.6.** The User expressly acknowledges that the Service operates on an **"as is"** and **"as available"** basis.

**2.7.** The language of the contract concluded upon confirmation of the order is Hungarian.

## 3. Definitions

**3.1. Consumer:** a natural person acting outside the scope of their profession, independent occupation, or business activity.

**3.2. Service:** the service available on the [www.hopline.eu](http://www.hopline.eu) website, which includes the ordering of products belonging to the categories of electronics, home and garden, sports and leisure, as well as beauty and health.

**3.3. Operator/Service Provider:** the service provider of the [www.hopline.eu](http://www.hopline.eu) website. For details, see Section 1.

**3.4. User:** a visitor/orderer/purchaser of the website.

## 4. Registration

**4.1.** By registering on the Website, the Customer declares that they have read and accepted the terms of these GTC and the Privacy Policy published on the Website, and consents to the data processing described in the Privacy Policy.

**4.2.** The Service Provider shall not be liable for any delivery delays or other problems or errors resulting from incorrect and/or inaccurate data provided by the Customer. The Service Provider shall not be liable for any damages resulting from the Customer forgetting their password or if it becomes accessible to unauthorized persons for any reason not attributable to the Service Provider. The Customer may modify previously recorded data after logging in, which may also affect the data of active orders. The Service Provider shall not be liable for any damage or error resulting from the modification of registered data by the Customer.

### 4.3. Registration process:

- Registration can be completed by clicking the "Registration" button located in the top right corner.
- Fill in your personal details in the provided fields.
- Fields marked with "\*" are mandatory for a valid registration.
- When entering the date of birth, please use the following format: [YYYY-MM-DD]
- After filling in the fields, click the "Registration" button.

**4.4.** Registration is identified by the e-mail address; therefore each e-mail address can only be registered once. Registration does not entail any obligation.

**4.5.** Considering that some of the products sold on the Website may only be handed over to persons who have reached the age of **14**, and that the courier must verify the identity of the recipient when delivering such products, Customers are requested to provide their data accurately and in accordance with reality. Products subject to age restrictions may only be ordered for personal use, and the Customer must act in person or through an authorized representative when receiving the product.

**4.6.** If a registered Customer forgets their password, they may use the password reminder function. If the Customer provides their registered e-mail address here, the Service Provider will send the steps necessary to generate a new password to the provided e-mail address.

## **5. Scope of Purchasable Products**

**5.1.** The products available for purchase can be found in the thematic lists of the Hopline online store. Information about the products (including the product name, larger image, purpose, use, price, usability, as well as information regarding mandatory or voluntary warranty, if applicable, and other details) is displayed next to the product image when clicking on the product photo.

**5.2.** The prices displayed for the products include the VAT required by law, however they do not include the cost of home delivery. No separate packaging fee will be charged.

**5.3.** In the webshop, the Service Provider displays the product name and a photo of the products. If you would like to obtain more detailed information about a product, click on the product image or the "details" button. You will then be directed to the product page where more detailed information about the product is available. The information concerning the essential characteristics of the product is based on the customer information provided by the holder of the authorization for placing the product on the domestic market. The content of such information has been provided to the website operator by the company authorized to market the product, and the operator publishes it to the extent necessary for making a purchase. The Service Provider assumes no responsibility for the content of the customer information; the manufacturer of the product bears sole responsibility for the accuracy of such information.

**5.4.** Despite the Service Provider's best efforts, the image displayed on the website may differ from the appearance of the product contained in the package; however, this does not mean that the product differs in any of its components. The product packaging may appear both in the description and in the photo; however, if it differs from the information included in the product name, the product name shall prevail. Some images displayed for certain products are for illustration purposes only; in such cases the Service Provider will indicate this on the image.

**5.5.** If you require more information about the quality, essential characteristics, use or usability of any product available in the webshop beyond what is stated on the website, please contact our representative indicated in Section 1 using the provided contact details or through one of the communication channels of the website.

**5.6.** Promotional products can usually be found in the red "**Promotions**" menu item on the right side of the top menu bar, in the **daily deal module**, in the **slider**, under the "**Promotion**" tab, and these products generally also appear on the homepage. The User expressly acknowledges that the location of promotional products may change.

**5.7.** Despite all due care taken by the Service Provider, incorrect prices may appear on the Webshop interface, particularly with regard to obviously erroneous prices, such as prices that significantly differ from the generally known, accepted or estimated price of the product, or prices displayed as "**0 EUR**" or "**1 EUR**" due to a system error. In such cases the Service Provider is not obliged to deliver the product at the incorrect price but may offer delivery at the correct price, in the knowledge of which the Customer may withdraw from their intention to purchase.

**5.8.** In the event of an incorrect price, there is a striking disproportion between the actual and the displayed price of the product, which an average consumer should immediately recognize. According to **Act V of 2013 on the Civil Code**, a contract is created by the mutual and concordant expression of the will of the parties. If the parties cannot agree on the contractual terms, meaning there is no mutual and concordant expression of their will, then no valid contract is formed from which rights and obligations could arise. Accordingly, an order confirmed at an incorrect or erroneous price shall be considered a null and void contract.

## **6. Ordering Process**

### **6.1. Enter the webshop**

- If you have not yet registered, please register in accordance with Section 3 of the GTC.
- If you are already registered, click the "LOGIN" button located in the top right corner.
- Enter the e-mail address and password required for login, then click the "LOGIN" button.

### **6.2. Select the appropriate product(s).**

- The product categories can be found in the menu above.
- Click on the selected product and read the detailed description by clicking the "details" button.
- In the field next to the product photo you will find the full price of the product and – in certain cases – the discounted price.

### **6.3. Specify the quantity.**

- In the field containing the product price you may enter the quantity you wish to order, which can also be modified in later steps.

### **6.4. Add the product to the cart.**

- Click the "ADD TO CART" button.

### **6.5. Cart**

- You can view the contents of your cart by clicking the "CART" button located in the top right corner.
- The detailed cart view can be accessed by clicking the "VIEW CART" button after clicking the cart button.
- If you would like to add additional products, click the "CONTINUE SHOPPING" button.
- If you wish to order more or fewer units of a product already in the cart, you can modify the quantity in the field under "quantity" . After setting the quantity, please click the "UPDATE" button next to the quantity.
- If you would like to remove an item from the cart, click the remove button or, in the detailed cart view, the trash icon at the end of the row.
- Once you have finalized the contents of the cart, please click the "PROCEED TO CHECKOUT" button on the right side.

### **6.6. Placing an order with login, with registration, or without registration**

- Please choose from the following three options:

1. Login: If you have already registered previously, click the "Click here to login!" link and log in by entering your e-mail address

and password.

2. Registration: If you have not yet registered, you may do so in accordance with Section 3 of the GTC, or you may provide your details at the checkout, enter your password, and by submitting the order you will automatically be registered in the webshop.
3. Placing an order without registration: If you have not registered and wish to place your order without registration, please remove the check mark from the register field at checkout before submitting the order.

o If you would like to modify the contents of the cart, click the "**BACK**" button.

o If your details are correct, continue by entering the billing information.

#### **6.7. Providing billing and shipping information**

- In the "Billing information" field, please fill in the fields accordingly. Please ensure that your data is provided accurately and in accordance with the required format.
- If your billing and shipping addresses are the same, please check the "Shipping address same as billing address" box.
- If you would like to modify previously entered data or your cart, click the "BACK" button.
- If your details are correct, proceed to enter the shipping address.

#### **6.8. Shipping and payment methods**

- In the "Shipping method" field, select the appropriate shipping method.
- In the "Payment" field, select the appropriate payment method.
- If you would like to modify previously entered data or the contents of your cart, click the "BACK" button.
- If your details are correct, proceed to enter any coupon code or review the order.

#### **6.9. Order review**

- Please review and verify the summary of your order.
- You may enter comments related to the order in the "Notes" field.
- If you would like to modify previously entered data or your cart, click the "BACK" button.
- If all information is correct, please click the "SUBMIT ORDER" button.

#### **6.10. Automatic e-mail**

- You will shortly receive an automatic e-mail containing the summary of your order.
- Please keep this automatic e-mail, as it also contains the order number.

#### **6.11. THANK YOU FOR YOUR ORDER!**

#### **7. Information Related to the Order**

**7.1.** By clicking the "**Add to Cart**" button, the user of the service may select the product(s) they wish to order. At the end of the ordering process described in detail in Section 5 (after providing the requested data, checking the data, correcting any errors, reviewing the order summary and verifying it), the user places the order by clicking the "**SUBMIT ORDER**" button, which constitutes an offer.

**7.2.** After receiving the offer, the Service Provider shall immediately, but no later than within **48 hours**, send an automatic confirmation e-mail to the Customer informing them that their order has been received. This confirmation e-mail contains the summary of the order, including the ordered products, their purchase price, the payment method, the delivery deadline, the method of delivery and receipt of the product, the delivery cost, and the order number generated by the Service Provider (order reference number). Upon sending the confirmation, the offer shall be deemed accepted. The order and its confirmation shall be deemed received by the Service Provider and the Customer when they become accessible to them. If the confirmation of the order does not arrive within **48 hours**, the consumer shall be released from the obligation to maintain the offer.

**7.3.** The Service Provider undertakes to perform the contract in the manner specified in the confirmation and with the products defined therein. The Parties may agree on the delivery of substitute products in a separate agreement. The purchase price must be paid by the Customer from their own resources; the Service Provider does not provide consumer credit, and no purchase loan may be used.

**7.4.** The consumer is hereby informed that submitting the order entails a payment obligation.

**7.5. Correction of data entry errors:** The User may return to the previous step at any time before the completion of the ordering process in order to correct the entered data.

We would like to draw the attention of our Customers to the fact that if the order is placed with incorrectly provided billing data by the Customer and the invoice is issued with those details, modification requests can only be fulfilled if they are received within **10 working days** following the issuance of the invoice. If the Customer provides incorrect data due to their own fault, requests for invoice modification submitted after **10 working days** cannot be fulfilled.

**7.6.** The User will receive a confirmation by e-mail after submitting the order. If this confirmation does not reach the User within the expected time depending on the nature of the service, but no later than **48 hours** after the order has been sent, the User shall be released from the obligation to maintain the offer or from any contractual obligation. The Service Provider excludes liability for confirmation if the confirmation does not arrive on time because the User provided an incorrect e-mail address during registration or because the storage space associated with the User's account is full and therefore unable to receive messages.

#### **8. Payment Terms and Receipt**

**8.1.** Payment of the purchase price of the product may be made as follows, depending on the method of delivery:

- Cash on delivery (payment upon receipt of the goods)
- Online payment by bank card (Barion):

**Barion Smart Gateway** is a payment gateway developed entirely in Hungary, independent of banks, which allows the acceptance of bank cards and electronic money. In addition to its highly competitive pricing, it offers several innovative functions. Its use becomes even more convenient after a registration process that takes only about one minute. Since bank card numbers are stored in a secure system certified according to the **PCI DSS standard**, it is sufficient to provide the registered e-mail address and password in order to use any stored card.

The Barion web interface supports business processes and official accounting with reports, export options, and monthly billing statements. Transactions are processed in real time, and incoming transactions can also be viewed through the mobile application.

With the help of the free **Barion application**, Barion users can increasingly pay by mobile phone in various shops and catering establishments without having to carry cash or a bank card. Banking-level security is guaranteed by the supervision of the **Hungarian National Bank (MNB)** (MNB license: **H-EN-I-1064/2013**). Protection against bank card fraud is handled in a flexible and fair manner.

Further conditions regarding payment methods and the use of services can be found on the [www.hoppline.eu](http://www.hoppline.eu) website under the "**Payment**" menu.

#### **9. Delivery Deadline**

**9.1.** The delivery deadline is a maximum of **10 working days** from the receipt of the order, unless the product is not in stock. In the latter case, the Parties shall agree by telephone and/or e-mail on the expected delivery date. If the purchase price is paid by bank transfer or by online bank card payment, the maximum **10 working day** delivery period shall be calculated from the date the purchase price is credited to the Service Provider's bank account.

## **10. Receipt of the Goods**

**10.1.** The User may choose from the following delivery methods:

- Home delivery by courier service
- Personal collection
- Collection by transport arranged by the Customer

Detailed information about delivery and collection methods and conditions can be found on the [www.hopline.eu](http://www.hopline.eu) website under the "Shipping" menu.

**10.2.** Upon receipt of the goods, the Customer must verify that the products listed on the invoice correspond to the products contained in the package. If a product listed on the invoice is not found in the package, the Customer must record their complaint in writing on the invoice.

**10.3.** Upon delivery and receipt, the Customer must check the integrity of the package in the presence of the courier. If damage is observed on the package, the Customer must indicate the complaint on the delivery note and refuse to accept the package. In such a case the Customer must immediately contact the Service Provider. If the Customer accepts a damaged package, the Service Provider will not accept subsequent complaints. However, the acceptance of a package free from visible external damage may not be refused without a legitimate reason; otherwise, the Service Provider shall charge the delivery costs to the Customer. The condition for resending the package is that the Customer transfers the purchase price of the package in advance.

**10.4.** In the case of **cash on delivery** and **home delivery**, the delivery note is included in the package.

**10.5.** In the case of **personal collection**, the Customer has **2 weeks** from the date of placing the order to collect the package; after this period the order will be cancelled.

### **10.6. Collection by transport arranged by the Customer**

If the Customer arranges transport independently, the Customer shall organize and cover all costs related to the transportation of the goods. The Customer or the carrier authorized by the Customer shall collect the goods from the Service Provider's warehouse at the agreed time.

The risk of damage to or loss of the goods shall transfer to the Customer at the moment the goods are handed over to the Customer or to the carrier designated by the Customer. The Service Provider shall not be responsible for any damage or loss occurring during transport arranged by the Customer.

## **11. Other Information Related to Order Processing and Performance**

**11.1.** Orders are processed during opening hours. Orders may also be placed outside the indicated order processing times; however, if the order is placed after working hours, it will be processed on the following day. The Service Provider's customer service will confirm electronically in all cases when the order can be fulfilled.

**11.2.** The general performance deadline is a maximum of **10 working days** from the confirmation. In all cases, the Parties will agree by e-mail or telephone on the delivery time and the final amount payable, which in the case of **cash on delivery purchases** must be paid to the courier.

**11.3.** Based on the sales contract, the Service Provider is obliged to transfer ownership of the goods, and the User is obliged to pay the purchase price and accept the goods.

**11.4.** If the seller is a business and the buyer is a consumer, and the seller undertakes to deliver the goods to the buyer, the risk of loss or damage passes to the buyer when the buyer or a third party designated by the buyer takes possession of the goods. The risk passes to the buyer upon delivery to the carrier if the carrier was appointed by the buyer, provided that the carrier was not recommended by the seller.

**11.5.** If the seller is a business and the buyer is a consumer, in the absence of a different agreement between the parties, the seller (according to these GTC: **Service Provider**) must make the goods available to the buyer (**User**) without delay after the conclusion of the contract, but no later than within **thirty (30) days**.

**11.6.** In the event of delay by the Service Provider, the User is entitled to set an additional deadline for performance. If the seller does not perform within this additional deadline, the buyer is entitled to withdraw from the contract.

**11.7.** The User is entitled to withdraw from the contract without setting an additional deadline if:

- a) the Service Provider has refused to perform the contract; or
- b) according to the agreement of the parties or the recognizable purpose of the service, the contract should have been performed at the specified time of performance and not at any other time.

**11.8.** If the Service Provider fails to fulfill its contractual obligation because the product specified in the contract is not available, it must inform the User without delay and immediately refund the amount paid by the User.

**11.9.** We would like to draw the attention of our Customers to the fact that if the order is placed with incorrectly provided billing data by the Customer and the invoice is issued with those details, modification requests can only be fulfilled if they are received within **10 working days** following the issuance of the invoice. If the Customer provides incorrect data due to their own fault, requests for invoice modification submitted after **10 working days** cannot be fulfilled.

## **12. Withdrawal Information**

**12.1.** Please note that the right of withdrawal set out in **Government Decree 45/2014 (II.26.)** applies only to purchasers who qualify as consumers under the Civil Code. According to **Section 8:1 (1) point 3 of Act V of 2013 on the Civil Code**, a **consumer** is a natural person acting outside the scope of their profession, independent occupation, or business activity.

**12.2.** In business-to-business (B2B) transactions, the statutory consumer right of withdrawal within 14 days shall not apply.

**12.3.** The Customer may only submit claims related to product defects or quality issues (warranty or defect claims).

**12.4.** Any complaint must be reported to the Service Provider without undue delay after the defect has been discovered.

**12.5.** In the event of a justified quality complaint, the Customer shall organize and bear all costs related to returning the product to the Service Provider.

**12.6.** Returned products must be properly packaged and suitable for transport. The Service Provider reserves the right to inspect the returned product and determine the validity of the complaint after receiving the goods.

## **13. Warranty and Guarantee**

### **13.1. Defective Performance**

The obligor performs defectively if the service does not comply with the quality requirements specified in the contract or by law at the

time of performance. The obligor does not perform defectively if the entitled party knew about the defect at the time of concluding the contract, or should have known about the defect at that time. In a contract between a consumer and a business, any clause that deviates from the provisions of this chapter concerning **statutory warranty (implied warranty)** and **guarantee** to the detriment of the consumer shall be null and void.

## **13.2. Statutory Warranty (Implied Warranty)**

### **13.2.1. In what cases may the User exercise their statutory warranty rights?**

In the event of defective performance by the Service Provider, the User may assert a statutory warranty claim against the Service Provider in accordance with the provisions of the **Civil Code**.

### **13.2.2. What rights does the User have under a statutory warranty claim?**

The User – at their choice – may exercise the following statutory warranty claims: the User may request **repair or replacement**, unless the fulfillment of the claim chosen by the User is impossible or would result in disproportionate additional costs for the business compared to fulfilling another claim. If the User has not requested, or could not request, repair or replacement, they may request a **proportionate reduction of the purchase price**, or the User may repair the defect at the expense of the business or have it repaired by another party, or – as a last resort – may withdraw from the contract.

In the case of a contract between a consumer and a business concerning the sale of movable goods, the supply of digital content, or the provision of digital services, the User may not repair the defect themselves or have it repaired by another party at the expense of the business within the framework of exercising statutory warranty rights.

The User may change from one statutory warranty right to another; however, the cost of such change shall be borne by the User unless it was justified or caused by the conduct of the business.

### **13.2.3. Within what time limit may the User assert a statutory warranty claim?**

The User must notify the defect without delay after discovering it, but no later than **two months** after the discovery of the defect. However, please note that statutory warranty rights may no longer be enforced after the **two-year limitation period** from the performance of the contract. In the case of used goods, this period may be shorter, but at least **one year**.

### **13.2.4. Against whom may the User enforce a statutory warranty claim?**

The User may enforce the statutory warranty claim against the **Service Provider**.

### **13.2.5. What other conditions apply to the enforcement of statutory warranty rights?**

Within **12 months** from the performance, the consumer is not required to meet any condition other than notifying the defect in order to enforce a claim arising from defective performance, since it is presumed that the defect recognized by the consumer already existed at the time of performance. The business bears the burden of rebutting this presumption. However, after **12 months** from the performance, the consumer must prove that the defect originated at the time of performance.

## **13.3. Product Warranty**

### **13.3.1. In what cases may the User exercise their product warranty rights?**

In the event of a defect in a movable item (hereinafter: **product**), the User may – at their choice – assert a **statutory warranty claim** or a **product warranty claim** in accordance with the provisions of the Civil Code.

### **13.3.2. What rights does the User have under a product warranty claim?**

Under a product warranty claim, the User may only request the **repair or replacement of the defective product**.

### **13.3.3. Against whom may the User enforce a product warranty claim?**

Product warranty rights may be exercised against the **manufacturer or distributor of the product** (hereinafter jointly referred to as: **manufacturer**).

### **13.3.4. In what cases is the product considered defective?**

A product is considered defective if it does not comply with the **quality requirements in force at the time it was placed on the market**, or if it does not possess the characteristics described by the manufacturer.

### **13.3.5. Within what time limit may the User assert a product warranty claim?**

The User may assert a product warranty claim within **two years** from the date the product was placed on the market by the manufacturer. After the expiration of this period, the User loses this right.

### **13.3.6. What burden of proof applies when enforcing a product warranty claim?**

When asserting a product warranty claim, the User must prove that the defect existed **at the time the product was placed on the market by the manufacturer**.

### **13.3.7. In what cases is the manufacturer exempt from product warranty obligations?**

The manufacturer shall be exempt from product warranty obligations if it can prove that:

- the product was not manufactured or placed on the market within the scope of its business activity; or
- the defect could not have been recognized at the time the product was placed on the market according to the state of scientific and technical knowledge; or
- the defect in the product results from the application of a law or a mandatory authority regulation.

The manufacturer needs to prove only **one of these reasons** in order to be exempt from liability.

Please note that the User may assert a **statutory warranty claim against the business and a product warranty claim against the manufacturer simultaneously and in parallel** for the same defect. However, if the product warranty claim is successfully enforced, the User may subsequently assert statutory warranty claims concerning the replaced product or the repaired part of the product **only against the manufacturer**.

## **13.4. Guarantee**

### **13.4.1. In what cases may the Consumer exercise their guarantee rights?**

In the event of defective performance, the User may assert a guarantee claim based on legislation in accordance with the provisions of the Civil Code.

### **13.4.2. What rights does the User have if the guarantee is based on legislation?**

In the case of a new durable consumer good (hereinafter: **consumer product**) defined in the ministerial decree on the designation of product groups of durable consumer goods subject to mandatory guarantee, the User may exercise statutory warranty rights due to defective performance under the conditions set out in **Government Decree 151/2003 (IX. 22.) on the mandatory guarantee for certain durable consumer goods**.

### **13.5. What additional rights does the User have in the case of a guarantee based on legislation?**

In the case of a consumer product, during the guarantee period the User may primarily request **repair**. Replacement may be

requested already after the first repair attempt if it is established that the consumer product cannot be repaired and the User does not request another remedy. The User may also request replacement if the repair has not been carried out within **30 days** of reporting the repair request.

The right to replacement is also established if the consumer product becomes defective again after **three repairs** during the guarantee period, provided that the User does not request another remedy. If replacement is not possible in the above cases, the User may also request a **refund of the purchase price**.

### **13.6. Warranty and Liability for Defects (B2B)**

In business-to-business (B2B) transactions, the mandatory consumer guarantee rules set out in Government Decree 151/2003 (IX.22.) do not apply.

In accordance with the provisions of the Hungarian Civil Code (Act V of 2013), the Customer is entitled to claim statutory warranty for defects (implied warranty) for a period of **1 year** from the date of delivery of the goods.

The Customer may submit a warranty claim only if the defect already existed at the time of delivery.

The **burden of proof lies with the Customer** from the beginning of the warranty period. The Customer must prove that the defect was already present at the time of delivery and did not arise as a result of improper handling, storage, transport, installation or use after receipt of the goods.

The Service Provider shall not be liable for defects resulting from improper use, improper storage, incorrect installation, normal wear and tear, or any modification of the product.

### **13.7. Under what conditions may guarantee claims be enforced?**

The User may exercise rights arising from the guarantee by presenting the **guarantee certificate** provided. Irregular issuance of the guarantee certificate or failure to provide it does not affect the validity of the guarantee. If the guarantee certificate has not been provided, the conclusion of the contract shall be deemed proven if the User presents proof of payment. The fulfillment of a guarantee claim does not require the return of the opened packaging of the consumer product.

### **13.8. What additional requirements may be imposed as a condition for exercising guarantee rights?**

Specific requirements (for example, **periodic inspections**) may be imposed on the consumer in order to ensure the proper installation or operation of the consumer product, provided that proper installation or operation cannot otherwise be ensured and the requirement does not impose a disproportionate burden on the consumer.

### **13.9. When is the business exempt from its guarantee obligations?**

The business shall be exempt from its guarantee obligations if it proves that the cause of the defect occurred **after the performance**.

Please note that the User may assert **statutory warranty and guarantee claims**, as well as **product warranty and guarantee claims**, simultaneously and in parallel for the same defect. However, if the User has already successfully enforced a claim arising from defective performance for a particular defect (for example, the business replaced the product), they may no longer assert another claim for the same defect on a different legal basis.

### **13.10. 3-Day Replacement**

If the consumer asserts a replacement claim due to the malfunction of the consumer product within **three working days** from the purchase (or installation), the business may not invoke disproportionate additional costs under **Section 6:159 (2) point a) of Act V of 2013 on the Civil Code**, but must replace the consumer product, provided that the malfunction prevents the intended use.

**13.11.** The consumer is entitled to request an **immediate price reduction** or to **withdraw from the contract** if the severity of the defect justifies it, if the defect occurs again after repair or replacement, or if the Service Provider does not complete the repair or replacement within **30 days**.

## **14. Procedure in the Event of Warranty Claims**

**14.1.** Warranty and guarantee claims asserted within the framework of a consumer contract are governed by the provisions of **NGM Decree 19/2014 (IV. 29.)**.

**14.2.** In a contract between a consumer and a business, the agreement of the parties may not deviate from the provisions of the decree to the detriment of the consumer.

**14.3.** When asserting a warranty claim, the consumer must prove the conclusion of the contract (with an invoice, or even a receipt, or the order confirmation e-mail).

**14.4.** The costs related to the fulfillment of warranty obligations shall be borne by the **Service Provider** (Civil Code Section **6:166**).

**14.5.** The Service Provider must record the consumer's reported warranty or guarantee claim in a **written report (record)**.

**14.6.** A copy of the report must be provided to the consumer **without delay and in a verifiable manner**.

**14.7.** If the Service Provider cannot declare the fulfillability of the consumer's warranty or guarantee claim at the time it is reported, it must notify the consumer of its position within **five working days** in a verifiable manner – including, in the case of rejection of the claim, the reason for the rejection and the possibility of contacting a **conciliation body**.

**14.8.** The Service Provider must keep the report for **three years** from the date it was recorded and must present it upon request to the supervisory authority.

**14.9.** The Service Provider must endeavor to carry out the **repair or replacement within a maximum of fifteen days**.

## **15. Miscellaneous Provisions**

**15.1.** If any part of this Policy becomes invalid, unlawful or unenforceable, it shall not affect the validity, legality or enforceability of the remaining provisions.

**15.2.** If the Service Provider does not exercise a right granted to it under this Policy, such failure shall not be considered a waiver of that right. Any waiver of rights shall only be valid if expressly declared in writing. The fact that the Service Provider does not strictly insist on the enforcement of any essential condition or provision of this Policy on one occasion shall not mean that it waives the right to insist on the strict enforcement of that condition or provision in the future.

**15.3.** The Service Provider and the Customer shall attempt to resolve their disputes amicably. For any legal disputes arising under this Policy that cannot be resolved by agreement within **30 (thirty) calendar days**, the Customer and the Service Provider agree to the **exclusive jurisdiction of the Budapest II and III District Court**, and, subject to the rules on jurisdiction, the **Székesfehérvár Regional Court**. These GTC do not affect the right of consumers to settle their disputes before the competent court of their place of residence in accordance with the rules of the Civil Procedure Act.

**15.4.** The Service Provider excludes liability for damages resulting from possible technical failures of the internet network, malfunctions of communication devices used by the Service Provider or the User, malfunctions or abnormal operation of any software or program used by the Service Provider, or other possible technical failures.

## **16. Complaint Handling**

**16.1.** Our store aims to fulfill all orders in proper quality and to the complete satisfaction of the Customer. However, if the User has any complaint regarding the contract or its performance, they may communicate their complaint via the telephone number, e-mail address, or postal address provided above.

**16.2.** The Service Provider shall immediately investigate any **verbal complaint** and remedy it if necessary. If the customer does not agree with the handling of the complaint, or if the immediate investigation of the complaint is not possible, the Service Provider shall promptly record the complaint and its position in a written report and provide a copy of the report to the customer.

**16.3.** The Service Provider shall respond to **written complaints** in writing within **30 days**. If the complaint is rejected, the Service Provider shall provide justification for its position. The Service Provider shall keep the report of the complaint and a copy of the response for **three years** and shall present them to the supervisory authorities upon request.

**16.4.** If the complaint is rejected, or if the attempt to settle the consumer's complaint amicably has been unsuccessful, the consumer is entitled to seek resolution of the dispute by applying to the **conciliation body** operated by the county (capital city) chambers of commerce and industry, or to a **court**. In the event of a suspected violation of consumer protection legislation, the consumer may submit a complaint to the **consumer protection authority**.

**16.5.** The Consumer may submit a complaint to the **consumer protection authority**:

According to **Government Decree 326/2024 (XI.14.) on the designation of consumer protection authorities**, the **capital city and county government offices** act as the general consumer protection authorities. The contact details of the government offices are available here:

<https://jarasinfo.gov.hu>

In the event of a complaint, the Consumer also has the option to contact a **conciliation body**, the contact details of which can be found here:

**Name and contact details of the Conciliation Body competent according to the registered seat of the Service Provider:**

#### **Budapest Conciliation Board**

Address: 1016 Budapest, Krisztina krt. 99.

Mailing address: 1253 Budapest, P.O. Box 10

Telephone: (1) 488-2131

President: Dr. Éva Veronika Inzelt

Website: [www.bekeltet.bkik.hu](http://www.bekeltet.bkik.hu)

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

The conciliation body competent for the procedure is the body according to the **consumer's place of residence or stay**. In the absence of a domestic place of residence or stay of the consumer, jurisdiction of the conciliation body shall be established based on the **registered seat of the business**.

Upon the consumer's request, the conciliation body specified in the consumer's request may conduct the procedure instead of the otherwise competent body.

#### **Pest County Conciliation Board**

Address: 1055 Budapest, Balassi Bálint utca 25., 4th floor, door 2

Mailing address: 1364 Budapest, P.O. Box 81

Telephone: (1) 792-7881

Fax: (1) 792-7881

President: Dr. Géza Nadrai

Website: [www.panaszrendezes.hu](http://www.panaszrendezes.hu); [www.pestmegyeibekelteto.hu](http://www.pestmegyeibekelteto.hu)

E-mail: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

**16.6.** The conciliation body is competent to resolve consumer disputes outside of court proceedings. The task of the conciliation body is to attempt to reach a settlement between the parties in order to resolve the consumer dispute. If this attempt is unsuccessful, the body shall make a decision in the matter in order to ensure the simple, fast, effective and cost-efficient enforcement of consumer rights. At the request of the consumer or the Service Provider, the conciliation body shall also provide advice regarding the rights of the consumer and the obligations of the consumer.

**16.7.** Within its territorial jurisdiction, the conciliation body provides, if necessary, a personal hearing for consumers once a week in cities with county rights upon the consumer's request.

A prerequisite for initiating proceedings before the conciliation body is that the consumer must first attempt to resolve the dispute directly with the business concerned.

Proceedings before the conciliation body are initiated at the request of the consumer.

The conciliation body holds the hearing **online**, using electronic equipment that simultaneously provides audio and visual transmission without requiring personal presence (hereinafter: **online hearing**). If the consumer requests it, the conciliation body shall hold a **personal hearing**.

The business has a duty to cooperate in the conciliation body procedure. Within this obligation, the business must submit its written response to the conciliation body and ensure the participation of a person authorized to conclude a settlement at the hearing. In the case of an online hearing, the business's representative authorized to conclude a settlement must participate online. If the consumer requests a personal hearing, the business's representative authorized to conclude a settlement must participate in the hearing at least online.

The consumer protection authority shall impose a **fine** if the business violates its obligations of cooperation or information.

**16.8.** In the event of a complaint, the Consumer may also use the **EU Online Dispute Resolution (ODR) platform**. Use of the platform requires a simple registration in the European Commission's system, available by clicking here. After registration, the consumer may submit their complaint through the online platform available at the following address:

<https://ec.europa.eu/odr>

**16.9.** The Service Provider is obliged to cooperate in conciliation body proceedings. Within this obligation, the Service Provider must send its written response to the conciliation body and ensure the participation of a person authorized to conclude a settlement. If the registered seat or place of business of the company is not located in the county of the chamber operating the territorially competent conciliation body, the company's obligation to cooperate extends to offering the possibility of concluding a **written settlement** in accordance with the consumer's request.

#### **17. Data Protection**

**17.1.** The privacy policy of our webshop is available here:

## **18. Copyright**

**18.1.** By entering any page of **www.hoppline.eu**, the Customer accepts the following conditions, even if they are not a registered user or purchaser of the webshop and the website.

**18.2.** The content available in the webshop is the **intellectual property of Hoppline Kft.**

**18.3.** The Service Provider reserves all rights regarding the copying and distribution of any part of the website by any method or technique. The content and design of the pages belonging to the website are protected by international and Hungarian laws.

**18.4.** Without prior written consent, it is prohibited to process or sell the website in whole or in part (including text, graphics, photographs, audio or video material, data structures, structure, procedures, programs, etc.). Certain parts of the website content may be saved to a hard drive or printed solely for personal use; however, even in such cases, the user is not entitled to further use, distribute, store in a database, make downloadable, or place on the market the reproduced part of the website.

**18.5.** The pages of **www.hoppline.eu** are entirely protected by copyright; it is prohibited to extract any part of them and to communicate the modified or truncated part to the public in any form.

**18.6.** Unauthorized use entails **criminal and civil law consequences**. The Service Provider may demand the cessation of the infringement and compensation for damages.

**18.7.** The images published here were created, commissioned, or purchased by the Service Provider. The Service Provider strives to provide accurate and reliable information; however, it assumes no liability for any damages arising from the information provided.

**18.8.** User-generated content appearing on the website (e.g., comments, opinions, publications, forum posts) does not reflect the thoughts or opinions of the Service Provider.

**18.9.** By accepting these GTC and by registering, the authors of comments, opinions, publications, and forum texts acknowledge that by using the website their statements become publicly available immediately, and therefore they may not assert any copyright claims regarding the use of the texts written by them.

## **19. Applicable Legislation**

**19.1.** The Fundamental Law of Hungary

**19.2.** Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (Infotv.)

**19.3.** Act CVIII of 2001 on Electronic Commerce Services and Certain Issues of Information Society Services (eKertv.)

**19.4.** Act C of 2003 on Electronic Communications (Eht.)

**19.5.** Act CXIX of 1995 on the Processing of Name and Address Data for the Purposes of Research and Direct Marketing (Kknyt.)

**19.6.** Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Economic Advertising Activities (Reklámtv.)

**19.7.** Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses

**19.8.** NGM Decree 19/2014 (IV. 29.) on the procedural rules for handling warranty and guarantee claims related to goods sold under contracts between consumers and businesses

**19.9.** Government Decree 151/2003 (IX. 22.) on the mandatory guarantee for certain durable consumer goods

**19.10.** Government Decree 373/2021 (VI. 30.) on the detailed rules of contracts between consumers and businesses concerning the sale of goods and the supply of digital content and digital services

**19.11.** NGM Decree 19/2014 (IV. 29.) on the procedural rules for handling warranty and guarantee claims related to goods sold under contracts between consumers and businesses

Budapest, **6 March 2026**

**Hoppline Kft.**