

## WEBSHOP

### GENERAL TERMS AND CONDITIONS

- applicable from 29th December 2020 -

#### I. General Terms and Conditions and Scope of the Agreement

1. / **The present general terms and conditions** (hereinafter referred to as: contract/ GTC / General Terms and Conditions) **unifies the legal relation, rights and obligations between the person using our webshop** (hereinafter referred to as: **Customer**) at the website under **www.matyas-templom.hu** (hereinafter referred to as: the website/online shop) and **Matthias Church** (tax number: 18334588-2-41; registration number: 00001/2012-001; registered office: 1014 Budapest, Országház Street Represented by: László Süllei (hereinafter referred to as: Service Provider) **as Service Provider**.

2. / The present contract and the general terms and conditions contained therein cover all services and products provided by the Service Provider that are available for purchase by the Customer in the webshop.

3. / The present contract is valid from the 29th of December 2020 until revoked. The present contract contains the applicable status.

4. / The Service Provider reserves the right to amend and supplement this contract within the framework of the relevant legislation. After the amendment or supplementation of the contract, the Service Provider informs its Customers about its fact in the form available on its website, stating that the provisions of the contract in force at the time of concluding the contract apply to the contracts already concluded before the amendment. Customers contracted with the Service Provider after the amendment are subject to the amended terms and conditions.

5. / The contracting parties consider the email communication between them to be in writing, during which they are entitled to agree on the information necessary for the performance of the subject of this contract.

6. / By using the services provided by the webshop, and thus by purchasing any of the products, the Customer acknowledges the contract in force at the time of placing the order. We ask our Dear Customers to carefully read the present contract and all its terms and conditions before deciding to place an order, and only place an order on the selected product(s) if you fully agree with the present General Terms and Conditions. In order to finalize the order, it is necessary that the Customer accepts the terms and conditions of this contract and acknowledges that they are binding on him or her.

7. / The present contract is valid for all online sales to Customers by Service Provider.

8. / A person with limited legal capacity who has reached the age of 14, but has not yet reached the age of 18, may purchase through the webshop only with the consent of the person exercising parental supervision. A person under the age of 14 may not make a purchase through the webshop; a person exercising parental supervision is entitled to act on behalf of the person during the purchase.

9. / The Service Provider reserves the right to cancel the Customer's order if it detects fraudulent,

speculative or bad faith use of the service by the Customer.

10./ The Customer is considered to be a consumer if the ordered product(s) serve non-commercial purposes or do not serve the professional activities of self-employed persons. On the contrary, any natural or legal person with legal capacity who carries out a commercial or independent professional activity by the conclusion of the contract is not a consumer but is considered to be a trader.

11./ In order to ensure the security of its own business and services, the Service Provider does not allow purchases where the value of an order and the number of items exceeds the usual consumer quantity. The determination of the usual consumer quantity is based on the general practice, however, the Service Provider is free to determine the value and extent of the quantitative limit of the given order.

12./ This contract and its complete wording have been published exclusively in Hungarian and in English and shall be interpreted – upon the necessity of interpretation – exclusively in Hungarian.

13./ There is no code of conduct available for the Service Provider.

## **II. Conclusion of the contract and acceptance of the general terms and conditions. Details of the Service Provider.**

1. / The present contract is a written contract and is concluded exclusively in electronic form, as set out in the present Chapter:

2. / The Customer's intention to enter into a contract shall be indicated on the Service Provider's online space, precisely in the webshop operated on the website **www.matyas-templom.hu**, where the Customer can choose the product(s) described under Chapter III and can place the chosen product(s) in the online shopping cart.

3./ **Acceptance of the terms and conditions of the present contract:** After the Customer finalizes the contents of the shopping cart in the webshop, at the same time as the Customer places the order, before the start of the payment process, the Customer has the opportunity to read and interpret the present **“General Terms and Conditions” that can be accessed by clicking on the embedded link**. The Customer may indicate his or her declaration of intent and consent corresponding to the content of this contract, as well as his or her intention to enter into a contract with the Service Provider by ticking the empty box next to the embedded link and placing the order. **By accepting the present contract published on the embedded link under the title “General Terms and Conditions” and also the “Privacy Statement” of the Service Provider in the same way, the Customer submits his or her order and by paying the gross final amount and delivery costs to the Service Provider, the Customer decides upon the use of the service under the conditions corresponding to the present contract and to the process of data necessary for the conclusion of the present contract as described in the Privacy Statement.**

4. / **The day of concluding the present contract is the day on which the final amount of the purchase price (including delivery costs) stated on the invoice is received in full to the bank account indicated by the Service Provider.**

5. / Details of the Service Provider:

Name: **The Trusteeship of Matthias Church**

Registered office and postal address: 1014 Budapest, Országház utca 14.

Location: 1014 Budapest, Szentháromság tér 2.

Registration number: 00001/2012-001

Tax number: 18334588-2-41

Email address: gondnoksag@matyas-templom.hu

webshop@matyas-templom.hu

customer.service@matyas-templom.hu

Represented by: László Süllei

### **III. The product categories and the purchase price of products**

1. / The products and its purchase price is available according to the current content and purchase price indicated on the Service Provider's webshop. The Customer shall see the currently available product list and offer, the description of each product by clicking on the desired product type. The Customer can find out the available sizing, material or any other additional properties of the individual products sold by the Service Provider by clicking on the desired product in the webshop or shall request more information about the products by email from the Service Provider by contacting through the email address stated in Point 5./ Chapter II of the present contract.

2. / **The current content and pricing of the product range indicated in the Service Provider's webshop shall govern the offer, type, content and price of certain products.** The content and price of the product chosen and paid by the Customer shall be deemed to be the content and price that was indicated in the Service Provider's webshop when ordering the product. Prices are stated per product and describe the price of the product including value added tax. When placing the order, the system informs the Customer about the delivery costs. Service Provider reserves the right to make changes to the list and price of the products it deems necessary without prior notice, so it is entitled to update the list and price of the products in the webshop with unlimited regularity. Contracting Parties state and Customer acknowledges that if the price of a product – due to a technical error – is not correctly described on the webshop, Service Provider has the right to unilateral withdrawal from the contract while repaying the Customer the incorrectly indicated price, if the Customer already paid for the product.

### **IV. The process of ordering and the fulfillment of the contract**

1. / The Customer shall select the product he or she is desired to purchase by clicking on the webshop menu of the **<https://shop.matyas-templom.hu>** website. During the ordering process, product and price information is subject to confirmation and is not binding.

2. / **Product selection:** By clicking on the selected product, the Customer shall select the number of products he or she wants to order, if applicable the size, color, material, language, motif, etc. of the product.

3. / **Add to cart:** The Customer shall select the products he or she wants to purchase by clicking on the "ADD TO CART" menu item. It is the sole responsibility of the Customer to verify that all product types, quantities and, in the case specified, other characteristics, including product pricing in the shopping cart are checked and are in compliance with the Customer's needs and conditions. In addition, before placing the order, the Customer will be informed about the order in a clear, understandable and concise manner with the following information:

a) the products in the basket and their main characteristics (eg number, color, size, language, material,

etc.);

b) the total price of the product;

c) the delivery and transport costs incurred;

d) in addition, the data required for delivery and payment may be viewed and modified by the Customer at any time until the end of the ordering process. Until the end of the ordering process, the Customer can change the contents of the cart, the delivery address and the payment method.

**4. / Selection of delivery method:** After placing all the products of the Customer's choice that meet his or her needs in the shopping cart and – if applicable – validating the coupon code he or she may want to use, the Customer selects the appropriate delivery method, as follows:

a) The Customer may choose home delivery, which is performed by the Service Provider's partner contracted to handle the parcel delivery services, for a fee indicated in the webshop at all times, which the Customer pays to the Service Provider at the same time as purchasing the products.

b) The Customer may choose a personal in-store pick-up, which method of pick-up is provided by the Service Provider at 1014 Budapest, Szentháromság tér 2 (visitor center, site).

**5. /** In accordance with the delivery method chosen by the Customer, in order to deliver the products and issue an electronic invoice, the Customer is obliged to provide real delivery and invoicing data, contact details as follows: first and last name, company name, address or company headquarters, telephone number, email address and other data and information included in the comment box if deemed to be necessary by the Customer. The provision of incorrectly reported, untrue or misleading delivery data and contact details is the sole responsibility of the Customer, and the Customer is thus solely responsible for the accuracy, completeness and correctness of the data provided by him or her in the web store. The Service Provider shall not be liable for any legal consequences arising from incorrect, inaccurate, untrue delivery data and contact details, including but not limited to the email address provided incorrectly, inaccurately or falsely by the Customer, and shall not be liable for any compensation or indemnification.

**6. / The selection of payment method and payment for the selected product(s):** The Customer shall click on the "PAYMENT" menu item to finalize the purchase process by entering the payment details. The Customer's payment options are:

a) If, as an option available on the Service Provider's interface at the time of purchase, the Customer may choose a payment on delivery option, during which the Customer is entitled to receive the ordered product(s) after the delivered products and their delivery costs, including the total invoice is paid;

b) The Customer may pay the total final amount of the invoice by credit card payment through the Service Provider's contracting partner responsible for the management of online payment services.

**7. /** The Customer must immediately notify the Service Provider in the email sent to [customer.service@matyas-templom.hu](mailto:customer.service@matyas-templom.hu) if the Customer's credit card has been used and charged unauthorized in order for the Service Provider to take the necessary measures. The Service Provider hereby informs the Customer that the payment service providers may also take anti-fraud measures that restrict certain types of legal transactions or operations, for the application of which the Service Provider is not responsible.

**8. / Purchase offer:** By placing the order – and at the same time paying the final amount of the invoice or in case of payment on delivery by placing the order – the Customer submits a binding purchase offer to purchase the products in the basket. This purchase offer can only be submitted and forwarded to the Service Provider if the Customer has accepted these "General Terms and Conditions" and the "Privacy Statement" made available by link during the ordering process on the webshop. If the Customer does not agree with the contents of this contract or the content of the Privacy Statement published on a separate

link, he or she cannot submit his or her order in the Service Provider's system - thus without accepting the "General Terms and Conditions" and the "Privacy Statement" the order cannot be finalized. If the Customer has any comments, questions or requests for amendments regarding the terms and conditions of this contract or the data management activities of the Service Provider, he or she may indicate this in the email sent to the Service Provider to the email address stated in the present contract. If the parties succeed in negotiating this agreement or the data process activities in accordance with their mutual declaration of intent, they may conclude it in accordance with the present contract and the Privacy Statement, or with specific terms and conditions, with modified content. In the event of the unilateral will of the Customer, if the modification requests specified by the Customer are not acceptable to the Service Provider, no contract may be concluded between the parties and the Customer may not use the service.

9. / **Confirmation of the order:** After placing the order, the email confirming the purchase arrives from the email address of the Service Provider webshop@matyas-templom.hu to the email account provided by the Customer in the webshop, which contains the automatic confirmation of the order receipt. The automatic confirmation confirms that the Service Provider has received the Customer's order, however, this does not qualify as acceptance of the order. The Service Provider accepts the purchase offer binding on the Customer as binding on itself if and when the Service Provider confirms the delivery of the products in another email. Until the delivery is confirmed, the Service Provider has the right to refuse to sell the goods offered for purchase.

10./ **Issuance of an electronic invoice:** The Service Provider issues the invoice to the name and address indicated by the Customer in the webshop. Customer as the person ordering the service may not change its identity. The Service Provider will send the invoice to the Customer electronically to the email address provided during the order. By accepting this contract, the Customer agrees to issue an electronic invoice to the Service Provider.

11./ **Delivery of the products:** By concluding this contract, the Customer acknowledges that the time elapsed between the delivery of the order and the delivery date depends on the availability of the ordered products and the workload of the parcel delivery service provider, however, the Service Provider pursues - without an obligation - that the date of placing the order and the delivery must not exceed 30 working days in the case of domestic delivery and 60 working days in the case of international delivery. In addition, by concluding this contract, the Customer acknowledges that he or she is only entitled to provide his or her actual address or actual place of residence or other address as the address for delivery, where he or she can receive the delivery without obstacles.

12./ **Problem during delivery:** If delivery fails because the person concerned is not on site, the parcel delivery service provider will notify the Customer at one of the contact details provided and will attempt to contact the recipient of the delivery. After two failed attempts, the Customer must contact the parcel delivery service provider to arrange delivery.

## **V. Return of products, exercise of the right of withdrawal/termination**

1. / Different procedures apply to the return of products ordered by the Customer and to cancel the order, as set out in this chapter.

2. / **Exclusion of return:** Any product that are marketed by the Service Provider that loses its original condition and quality by opening cannot be returned after opening and the contract cannot be withdrawn.

3. / It is also not possible to exercise the right of withdrawal in the case of defective products, missing packaging, labels, damaged, contaminated or any other condition that can reasonably be expected to have been caused by the use of the product. If the Customer returns such products to the Service Provider, the Service Provider is entitled and obliged to return them at the expense of the Customer.

4. / The Customer is obliged to pack the product to be returned in all cases and the Customer is obliged to bear the shipping and postal costs arising from the return.

5. / The product can be returned if it is defective in production or if the product delivered was not ordered by the Customer.

## **6. / Exercise of the right of withdrawal:**

6.1./ The Customer – with the application of the provisions of Points 3./-5./ – is entitled to withdraw from this contract without reasoning within 14 (fourteen) days. Similarly, if the performance of the contract has started in the case of a contract for the provision of the service, the Customer is entitled to terminate the contract without reasoning within 14 (fourteen) days.

6.2./ The withdrawal/termination period expires 14 (fourteen) days from the date on which the Customer or a third party other than the Customer but designated by the Customer receives the product.

6.3./ If the Customer wishes to exercise his or her right of withdrawal/termination, he or she must send a clear statement of his or her intention to withdraw/terminate (by post or electronic mail) to the following address: The Trusteeship of Matthias Church; address: 1014 Budapest, Országház utca 14.; email address: customer.service@matyas-templom.hu. The Customer may also use the template withdrawal/termination statement provided for in this contract for this purpose.

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

6.5./ Legal effects of withdrawal/termination: If the Customer withdraws from the present contract, the Service Provider shall reimburse all payments paid by the Customer, including delivery costs, immediately, but no later than within 14 (fourteen) days of receipt of the Customer's statement of withdrawal. During the refund, Service Provider will use the same payment method as the original payment method, unless the Customer expressly consents to the use of another payment method; the Customer shall not incur any additional costs as a result of the application of this refund method. The refund may be withheld by the Service Provider until the product has been returned or the Customer has authentically proved that it has been returned: the earlier of the two dates shall be taken into account.

6.6./ The Buyer is obliged to return or hand over the product to the Service Provider without undue delay, but no later than within 14 (fourteen) days from the notification of his or her statement of withdrawal. The deadline is considered to have been met if the Customer sends the product(s) before the 14-day deadline. The cost of returning the product is borne by the Customer. The product can only be returned and the contract can be withdrawn if the Customer has not changed the condition of the product at the time of delivery, so he or she has not opened the product, removed its label, the product has not been worn, used, etc. If the Customer returns the product and it does not comply with the conditions of withdrawal, the Service Provider shall act in accordance with the provisions of Point 3./ of Chapter V.

## **VI. Warranty** – In what cases can Customers exercise their warranty rights?

1. / In the event of faulty performance by the Service Provider, the Customer may assert a claim for warranty in accordance with the rules of the Civil Code of Hungary. Depending on the Customer's choice, he or she shall submit the following warranty claims:

a) The Customer may request a repair or replacement, unless it is impossible to meet the demand chosen by the Customer or it would entail a disproportionate additional cost for the Service Provider compared to the fulfillment of its other demand;

b) If the Customer has not requested or could not request the repair or replacement, he or she may request a proportionate price reduction or the Customer may also repair the product at the Service Provider's expense or, as a final option, withdraw from the contract.

c) The Customer may transfer from the chosen right of warranty to another, however, the cost of the transfer shall be borne by the Customer, unless it was justified or it is necessary due to a reason that occurred by the cause of the Service Provider.

2. / The Customer is obliged to notify the Service Provider of the defect immediately after its discovery, but not later than within two months from the discovery of the defect. At the same time, the Service Provider draws the Customer's attention to the fact that beyond the two-year limitation period from the performance of the contract, the Customer may no longer exercise its warranty rights.

3. / The Customer may enforce his or her warranty claim against the Service Provider.

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

**VII. Product Warranty** - In what cases can the Customer exercise his or her product warranty right?

1. / In the event of a defect in a movable thing (product), the Customer may, at his or her choice, assert a warranty claim or a product warranty claim. As a product warranty claim, the Customer may only request the repair or replacement of the defective product.

2. / A product is defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer.

3. / The Customer may assert his product warranty claim within two years of the product being placed on the market by the manufacturer. Upon expiry of this period, he or she shall lose this right.

4. / The Customer can only make a product warranty claim against the manufacturer or distributor of the movable item. The defect of the product must be proven by the Customer in the event of a product warranty claim.

5. / The manufacturer (distributor) is only released from its product warranty obligation if he or she can prove that:

(a) the product was not manufactured or marketed in the course of his or her business, or

(b) the defect was not recognizable in the light of current scientific and technical knowledge at the time of placing on the market, or

(c) the defect in the product results from the application of legislation or a mandatory official requirement.

6. / The manufacturer (distributor) has to prove one reason stated above for the exemption.

7. / The Service Provider draws the Customer's attention to the fact that due to the same defect, the claim for warranty and product warranty cannot be enforced simultaneously, in parallel. However, if the Customer's product warranty claim is successfully enforced, he or she can assert his or her warranty claim against the manufacturer for the replaced product or repaired part.

8. / The Service Provider informs the Customer that regarding the products listed in the webshop, Service Provider is not the manufacturer, it is are only the distributor or reseller.

#### VIII. Template for the withdrawal/termination notice

„A template for the withdrawal/termination notice according to Government Decree under number 45/2014. (II. 26.) (fill in and return only in case of intention to withdraw/terminate the contract)

Recipient: \*

I, the undersigned, declare that I exercise my right of withdrawal/termination in respect of the contract for the sale of the following product(s) or the provision of the following service: \*

Date of conclusion of the contract/date of receipt: \*

Name of consumer(s)(Customer):

Address of consumer(s) (Customer):

Signature of consumer(s) (Customer): (only if submitted on paper)

Dated: (place, date)“

#### **VIII. Communication between the Contracting Parties. Termination of the contract**

1./ Service Provider reserves the right to refuse the fulfillment of an order on any product with or without justification before starting to provide the service. In this case, the order has not yet been paid for, so the Service Provider is entitled to withdraw from this contract without incurring a payback obligation.

2. / The present contract is terminated by mutual performance of its provisions by both Contracting Parties.

3. / The Contracting Parties shall consider it to be in writing and accepted if their legal notice to withdraw from, amend or terminate the present Contract is sent to the other Party by email mutually accepted by the Parties in this Agreement as a form of written communication. The email address of the Service Provider shall be deemed to be the email address specified in this contract, while any email address used by the Customer as a form of communication during the service shall be deemed to be accepted.



4. / In the event of the invalidity of any provision of the contract, the legal consequences of the invalidity shall apply only to these provisions, the invalidity shall not affect the rest of the contract. The invalid part shall be automatically replaced by the legal provisions in force, provided that the Contracting Parties have concluded the contract without the invalid part.

## **IX. Confidentiality**

1. / The Contracting Parties mutually undertake to keep secret and confidential any business secrets, information, documents and all other materials generated or disclosed in connection with the implementation of this contract, and never to disclose them for any reason or allow their disclosure to any third party, unless the Contracting Parties so provide in a written agreement expressing their mutual declaration of intent. In addition, they may not disclose to a third party any information which has come to their knowledge in connection with the performance and the disclosure of which would be prejudicial to any of the Contracting Parties. The Contracting Parties stipulate that, if the performance of this contract involves the disclosure of information subject to the obligation of confidentiality provided for in this Chapter, a Contracting Party may only disclose information provided in advance by the other Contracting Party in writing.

## **X. Data protection, privacy statement**

1./ By concluding this contract, the Customer agrees that the Service Provider handles the personal data given during the performance of this contract within the framework of the performance of the contract and, if necessary, makes them available to its contractual partners who are processing data (eg. delivery, invoicing). By concluding this contract, the Customer acknowledges and accepts that the period of storage of his or her personal data is the time specified in the applicable law, failing which, or accordingly 5 (five) years after the termination of the contract, after which the data will be deleted.

2. / The Service Provider treats any personal data and information received from the Customer confidentially, does not disclose it to third parties, and does not use it for advertising, promotion or marketing purposes without the express written consent of the Customer outside this contract.

3. / The Service Provider informs the Customer that in the course of its service activities the Service Provider qualifies as a data controller, during which the Customer may manage the personal data of the relevant person (Customer) according to the Service Provider's "Privacy Statement" published in the Service Provider's webshop.

4. / The Customer, as a person involved in data management, is entitled to receive information, inspect and receive a copy of the personal data concerning him or her. The data subject shall have the right to request the controller to access, rectify, delete or restrict the processing of personal data concerning him or her; the Customer may object to the processing of such personal data and exercise his or her right to data portability. The Customer have the right to withdraw his or her consent at any time, without prejudice to the lawfulness of the data processing carried out prior to the withdrawal. The Customer is also entitled to lodge a complaint with the supervisory authority (National Data Protection and Freedom of Information Authority). Contact details of the supervisory authority: National Data Protection and Freedom of Information Authority; website: <http://naih.hu>; Postal address: 1363 Budapest, Pf. : 9.; Email: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu); Phone number: +36 (1) 391-1400.

5. / The full-scale data management activity of the Service Provider, the rights and legal remedies of the data subject are contained in the Service Provider's Privacy Statement available on Service Provider's website and webshop.

## **XI. Final provisions**

1. / Matters not regulated in the present contract shall be governed by the Hungarian legislation in force at any time, in particular the provisions of Act V of 2013 on the Civil Code of Hungary and the detailed rules of contracts between consumers and businesses in respect of distance contracts governed by Government Decree number 2014. (II. 26.) (hereinafter referred to as: Government Decree).

2. / This contract is considered to be a contract concluded with the absence of Contracting Parties.

3. / The Contracting Parties intend to settle any legal disputes arising from the present contract primarily amicably, within the framework of a conciliation hearing, in the event of which fails, a court competent to settle the dispute according to the registered office of the Service Provider shall be appointed.

4. / In case of initiating proceedings before the Conciliation Board, the conciliation board of the Customer's place of residence or stay shall be competent for the proceedings. At the request of the Customer, the application may be submitted to the conciliation board of the place of performance of the contract or the seat of Service Provider or the seat of its representative body. In the absence of the Customer's domestic residence, the jurisdiction of the conciliation board shall be established by the seat of Service Provider or the residence of its representative body, but in this case, upon request of the Customer, the procedure shall be replaced by the board of the place of performance of the contract if the place of performance is domestical. Where several consumers submit a joint application, the competent board for any applicant shall be competent for all applicants. The competent conciliation board according to the registered office of the Service Provider is the Budapest Conciliation Board (1016 Budapest, Krisztina krt. 99. III. floor 310.; Mailing address: 1253 Budapest, Pf. :10.; Email address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu) ; Fax: 06 (1) 488 21 86; Phone: 06 (1) 488 21 31).

5. / Contact details of the Consumer Protection Department: 1051 Budapest, Sas Str. 19. III. floor.; telephone number: (1) 450-2598; email address: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu). The Customer can file a consumer complaint at any government window and district office in person, by mail, or by email.

6. / The Contracting Parties have read this contract as being in accordance with their will in all respects and enter into it with their approval.