



Customer Information

1. Introduction:

The General Terms and Conditions (hereinafter: GTC) contain the conditions for the use of the services available on the website (hereinafter: website) by user (hereinafter: User). Technical information for the use of the website not contained in the GTC is available on the website. By using the website, User acknowledges and accepts the GTC.

2. Service provider

Name: Texmax – Contact Nkft.
Registered seat: H-5000 Szolnok, Tószegi út 43
Mailing address: H-5000 Szolnok, Tószegi út 43
Name of representative: VARGA Tamás
Company registration number: 16-09-010753
Tax number: 21456891-2-16
EU VAT number: HU21456891
Financial institution maintaining the account: OTP BANK
Account number: 11745004-20135544
IBAN: HU43 11745004-20135544-00000000
SWIFT: OTPVHUBH
Email address: contact@contactnkft.hu
Telephone number: +36-20-458-4226

3. Activity pursued on the website

The web shop sells face masks.

4. Conditions for use

4.1. Liability

Users shall only use the website at their own risk, and accept that Service provider shall only assume liability for material and immaterial damage occurring during use caused by a wilful act, gross negligence or serious offense, or by a violation of contract that is damaging to life, physical integrity or health.

Users shall ensure that, during the use of the website, they do not violate, either directly or indirectly, the rights of third parties or any legislation.

Service provider has the right, but is not obliged, to monitor the content possibly available to Users during the use of the website (e.g. comment), and, regarding published content, Service provider has the right, but is not obliged, to look for any signs of unlawful activity, for which it assumes no liability.

4.2. Copyrights

The entirety of the website (texts, images, graphic elements etc.) is protected by copyright, and copying, modification and distribution for commercial purposes are prohibited.

5. Purchase on the website

5.1. Ordering process

The website offers product demonstration and online ordering possibilities for the Users. Users can browse the website with the help of menu items. Products are grouped into categories. If there are



products on sale, they can be found in the On Sale category. The beginning and end date of each product on sale is indicated.

By clicking on the name of the category, a list appears of the category's products. If the products of a category do not fit on one page, then the rest of the products can be seen by clicking on the "continue" button under the list of products. The detailed product page can be reached by clicking on the name/image of the product on the product list page. The detailed product page offers information on the characteristics and price of the product to be ordered.

Searching for products with keywords is also possible on the website. The product finds matching the search criteria are listed similarly to the categories.

The chosen product can be placed into the basket by clicking on the "basket" button. The necessary quantity can be set above the button. Users can check the content of the basket in the Basket menu. Here, they can modify the quantity of the product placed in the basket, or delete it entirely. By clicking on the button "delete item", the basket can also be emptied. At this point, Users can attach a message to the order by clicking on the "Leave a message with the seller" link. Users can continue the purchase process by clicking on the Payment/Order button. The second step offers the possibility of purchase without registration. For purchase without registration, customers need to give their delivery and invoicing details.

The following step of ordering requires the Users to choose the most suitable delivery and payment method. Users can only continue with the ordering process by accepting the purchase terms and conditions (I accept the terms) by clicking on the "Place order" button. Users receive confirmation of the successful order on the website and via email. If Users notice incorrect data after placing the order (e.g. in the confirmation email), they shall let the Service provider know immediately, or within no more than 24 hours.

5.2. Offer validity, confirmation

Service provider informs Users within 2 days of the confirmation. If Users do not receive the confirmation within 48 hours, they are exempted from offer validity, and are not obliged to receive the products.

The confirmation email contains the data given during purchase, the order data, the name and price of the ordered product(s), the chosen payment and delivery methods, the serial number of the order and User's comments related to the order.

5.3. Conclusion of the contract

The contract shall be concluded in Hungarian. Placing an order constitutes an electronically concluded contract, which is governed by Act CVIII of 2001 on issues related to electronic commerce services and services in connection with information society. The contract is subject to Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts concluded by and between consumers and businesses, and takes into consideration Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

5.4. Filing of the contract

The contract concluded via the website does not constitute a written contract, Service provider does not file it, and it is not accessible afterwards.

5.5. Invoice

Service provider issues the invoice on the day of fulfilment of the order, and sends it to customer with the ordered package.

5.6. Payment

5.6.1. Pre-transfer

After the confirmation of the order, please transfer the consideration together with the possible delivery fee with reference to the order number to the following bank account number:



Bank account owner: Contact Nkft.

IBAN: HU55 11763457-36547889-00000000

SWIFT: OTPVHUHBT

5.6.2. Bank card payment

During the placing of the order, Customers are directed to the site Checkoutportal, where they can pay the sum of the order with their bank card.

Bank card payment is possible with **VISA** and **MASTERCARD** cards.

Online bank card payment is made possible with the service of Barion. The bank card data is not received by the dealer. The service provider Barion Payment Zrt. is overseen by the Magyar Nemzeti Bank, its license number is: H-EN-I-1064/2013.

5.6.3. Cash on delivery

In the case of cash on delivery order, payment is made at the delivery person delivering the ordered product.

5.7. Receipt opportunities, Delivery

International shipping only to Austria. Shipping price: 13 Euro

Delivery deadline:

- 7-14 working days

Unless it has been otherwise agreed upon, Service provider, after the conclusion of the contract, shall immediately, or within no more than thirty days, make the product available (deliver) to Consumer. In the case of default by Service provider, Consumer has the right to extend the deadline. If Service provider does not perform within the extended deadline, Consumer has the right to withdraw from the contract. Consumer has the right to withdraw from the contract without extending the deadline if Service provider refuses to perform the contract, or if the contract should have been performed in the determined period of performance – and not at another time – pursuant to the parties' agreement or the recognisable function of the service.

6. Right of withdrawal

6.1. Exercising the right of withdrawal

This section only applies to natural persons acting outside the scope of their profession, self-employment or business activity, who purchase, order, receive and use products, and are the recipients in the commercial communication process related to the product, and of the offer (hereinafter: Consumer).

Consumers have the right to withdraw from the contract without cause for fourteen (14) days after the receipt of the product, in the case of several products, the product provided last, by Consumer, or a third party indicated by Consumer who is not the carrier.

Consumers may exercise their right of withdrawal in the period between the conclusion of the contract and the receipt of the product.

If Consumers wish to exercise their right of withdrawal, they shall send a clear declaration of their intention to withdraw to Service provider via one of the contact details described in Section 1 of the GTC (e.g. by post, telefax or electronic means). Consumers exercise their right of withdrawal if they send their declaration of withdrawal to Service provider before the above-mentioned deadline. Declaration of withdrawal sample.



Consumers bear the burden of proving that they exercised their right of withdrawal pursuant to the provisions set forth in Section 5.

In both cases, Service provider shall immediately confirm the receipt of Consumer's declaration of withdrawal via email.

The written withdrawal shall be considered validated within the deadline if Consumers send their declaration thereof within 14 calendar days (even on the 14. calendar day) to Service provider.

In the case of declaration sent by post, the date of posting, and in the case of declaration sent via email or telefax, the time of sending of the email or fax shall be considered when calculating the deadline. Consumers shall post their declaration by registered post so that the date of posting can later be proved.

In the case of withdrawal, Consumers shall send the ordered product immediately, or within no more than 14 days after their declaration of withdrawal, back to Service provider's address, indicated in Section 1 therein. The deadline is considered met if Consumers send (post it or hand it over to the delivery person they ordered) the product before the end of the 14-day-long deadline. Consumers bear the cost of sending the product back to Service provider. Service provider shall not receive packages sent by the method of cash on delivery. Aside from the cost of sending the product back, Consumers bear no other costs related to withdrawal.

If Consumer withdraws from the contract, Service provider shall immediately, or within no more than 14 days after receiving Consumer's declaration of withdrawal, refund all the considerations to Consumer, including carriage costs (paid for delivery), except for additional costs which incurred due to Consumer choosing a different delivery method from the cheapest one, offered by Service provider. Service provider has the right to withdraw the refund until it receives the product back, or until Consumer can prove that the product has been sent back, whichever is sooner.

During the process of refund, Service provider uses the same payment method as the one Consumer used during purchase, unless Consumers explicitly give their consent to a different method of payment; Consumer shall not bear any costs related to this refund method.

Consumers shall only be held responsible for the depreciation of the product if such depreciation is caused by the more excessive use of the product than is implied by the nature, characteristics and operation of the product.

6.2. In what cases does Consumer not have the right of withdrawal?

In the case of prefabricated products which are produced by Service provider according to Consumer's instructions or at the expressed request of Consumer, or in the case of products which are clearly customised for the Consumer.

7. Guarantee

7.1. Liability for defects

In the case of non-compliance by Service provider, Users may lodge their defective product claim pursuant to the provisions of Act V of 2013 on the Civil Code.

In the case of consumer contracts, Users considered as Consumers may lodge their warranty claim during the 2-year-long limitation period after the receipt of the product for product defects already existing at the time of product handover. After the 2-year-long limitation period, Users shall not be able to exercise their right of defective product claim.

In the case of contracts not entered into with Consumer, Users may lodge their warranty claims during the 1-year-long limitation period after the receipt of the product.

Users may choose to lodge the following defective product claims: They can request the repair or replacement of the product, unless fulfilling the Customer's request is impossible, or if the business would have to bear an unreasonable amount of additional costs compared to another request. If Users do not, or could not, request the repair or replacement of the product, then they can request the proportional consideration, or can repair the defect at the business' expense, or have it repaired by a third party, or, as a last resort, can withdraw from the contract.



After Users have chosen a right of defective product claim, they can choose another one, but they shall bear the costs of modification, unless the modification was justified or the business gave a reason for it.

Users shall immediately, or not later than two (2) months after discovering the defect, report the discovered defect.

Users may lodge their defective product claim directly to the business.

In the case of defects discovered within six months after performance (i.e. delivery, receipt), it shall be presumed that the defect already existed at the time of performance, unless such presumption is irreconcilable with the nature of the defect or the product. Service provider is only exempted from the liability if such presumption is disproved, i.e. it is proved that the product's defect appeared after the receipt of the product by User. Therefore, Service provider is not obliged to uphold User's claim if it is adequately proved that the defect results from the misuse of the product. However, after the six months following the performance is over, the burden of proof is reversed, i.e. in the case of dispute, User shall have to prove that the defect already existed at the time of performance.

7.2. Product warranty

Product warranty is only considered in the case of a defect related to a moveable property (product). In such cases, Users considered as Consumers may choose to exercise their right described in Section 7.1. or their claim for product warranty.

As a claim for product warranty, User may only request the repair or replacement of the damaged product.

A product is considered damaged if it does not meet the quality requirements in force at the time of release, or if it does not have the qualities listed in the product description supplied by the manufacturer.

Users may lodge their claim for product warranty within two (2) years after the release of the product by manufacturer. After the deadline expires, Users shall not have this right anymore.

Users may only lodge their claim for product warranty to the manufacturer or distributor of the moveable property.

In the case of a claim for product warranty, the default of the product shall be proved by User.

The manufacturer (distributor) is only exempted from product warranty liability if it can prove that:

- it did not produce or release the product in the scope of its business activity, or
- according to the state of scientific and technical knowledge, the default could not have been detected at the time of release, or
- the default results from the application of a law or mandatory provision.

The manufacturer (distributor) only needs to prove one of the above-listed reasons for exemption.

A defective product claim and a claim for product warranty may not be lodged for the same defect at the same time. However, in the case of a successful claim for product warranty, User may lodge a defective product claim for the replaced product or the repaired part of the product to the manufacturer.

7.3. Warranty

In connection with mandatory warranty related to certain consumer goods, the provisions of Government Decree No. 151/2003. (IX.22.) on the mandatory warranty related to certain consumer goods apply. The scope of the Decree is new products sold as part of consumer contracts concluded in the territory of Hungary, and listed in the annex of the Decree.

In connection with durable goods listed in the annex of the Government Decree, mandatory warranty is 1 year, the start date of which is the day of the handover of the product to Consumer, or, if installation is done by Service provider or its agent, the day of installation.

The business is only exempted from its warranty obligation if it can prove that the reason for the defect occurred after performance.

A defective product claim and a warranty claim, and a claim for product warranty and a warranty claim may not be lodged for the same defect at the same time by User. Otherwise, User has rights related to warranty, regardless of the rights set forth in Sections 7.1. and 7.2.

7.4. Lodging guarantee and warranty claims

Users may lodge their guarantee claims using the following contact details:



Name: Contact NKft.
Mailing address: H-5000 Szolnok Tószegi út 43.
Telephone number: +36 20 458 4226
Email address: contact@contactnkft.hu

8. Opportunities for the enforcement of rights

8.1. Place, time and method of handling complaints

Users may file their consumer complaints related to the product or the Service provider's activity using the following contact details:

Name: Contact Nkft.
Mailing address: H-5000 Szolnok Tószegi út 43.
Telephone number: +36 20 458 4226
Email address: contact@contactnkft.hu

Service provider shall, if it can, immediately handle the oral complaint. If Service provider cannot handle the oral complaint immediately due to the nature of the complaint, or due to User not agreeing with the method of complaint handling, then Service provider shall draw up records about the complaint, which it shall store for five years together with its substantive answer to the complaint.

In the case of oral complaint made in person (in the store), Service provider shall give one copy of the records to User, or, if it is not possible, then shall follow the rules related to written complaints set forth below.

In the case of oral complaints made via telephone or other electronic methods, Service provider shall send one copy of the records to User together with its substantive answer.

Otherwise, Service provider shall follow the rules related to written complaints.

Service provider shall assign unique identifiers to complaints made via telephone or other electronic methods, which identifier facilitates the retrieval of the complaint.

Service provider shall give a substantive answer to written complaints in 30 days. In the case of this contract, this means posting the answer.

If the complaint is rejected, Service provider shall inform User about the reason for rejection.

8.2. Other opportunities for the enforcement of rights

If the consumer legal dispute between Service provider and User is not settled during negotiations, the following opportunities for the enforcement of rights are available to User:

- Filing a complaint to the authority for consumer protection,
- Initiating a procedure at the arbitration board
Arbitration Board of Jász-Nagykun-Szolnok County
H-5000 Szolnok, Verseggy park 8. III. emelet 305-306. szoba
Tel: +36 56/510-621 (available: on Mondays between 10 a.m. and 12 p.m.)
Mobile: +36 20/373 2570
website: customer service: on Mondays between 10 a.m. and 12 p.m.
- Initiating a court procedure

9. Other

9.1. GTC, modification of prices

Service provider has the right to not retroactively modify the prices of products distributed on the website and other displayed prices any time. The modification comes into effect at the time of its publication on the website, and is applicable for transactions conducted after the entrance into force.

9.2. Technical limitations

The act of purchase on the website implies the knowledge and acceptance of the opportunities and limitations of the Internet by User, especially in connection with technical performances and



occurring errors. Service provider shall not bear any liability for operational errors of the internet network hindering the operation of the website and the purchase.

9.3. Privacy Policy

During the process of registration necessary for the service, or in the case of purchase without registration, Service provider records the following data of the User:

- User's name
- password (only in case of registration)
- electronic mail address (email address)
- delivery address
- invoicing address (if different from delivery address)
- accessible telephone number (mobile number)

Service provider shall handle personal data supplied as such in a confidential way, and shall not disclose it to third party, unless to the delivery service/post, which delivers the order. The delivery service does not have the right to use personal data supplied by Service provider in any way, or transmit them to third parties.

Besides Service provider, the following have access to the data given by Customer:

GLS, to which the following data is supplied for the sake of accurate delivery:

- Customer's name
- electronic mail address (email address)
- delivery address
- accessible telephone number (mobile number)

Service provider ensures that the collected information correspond to the ones given by Customer, are accurate, are limited to what is necessary for the operation of the website, furthermore it makes sure that the data are processed accurately, are updated according to the available data, and, if they are not necessary anymore, are erased. Customers are obliged to only supply true and accurate data to Service provider.

Customers access their own data with the help of a password they chose, and which can be modified any time. Customers can modify their given personal data on the user interface of Service provider, and can request the erasure thereof any time. By the deletion of the profile, all personal data are automatically erased from our system.

The General Terms and Conditions entered into force on this date: 30.06.2020