

General Terms and Conditions

Imprint

Owner of the webshop, producer of ceramics:

Főnix Kerámia Bt.

Address: 1 Dunaár Street, 2000 Szentendre, Hungary

Tax ID: 21375255-1-13

Company Registration Number: 13-06-044473

Phone Number: +36 70 360 2791

Email: vevoszolgalat@fonix-keramia.hu

Operator of the webshop, shipping:

M-Invent Kft.

Address: 16 Muskotály Street, 2000 Szentendre, Hungary

Tax ID: 14670015-2-13 Company

Registration Number: 13-09-126908

Phone Number: +36 70 367 4067 Email: vevoszolgalat@fonix-keramia.hu

Hosting service provider: UNAS Online Ltd.

Address: 14 Kőszegi Road, 9400 Sopron, Hungary

Website: www.unas.hu

Contact: unas@unas.hu

TERMS AND DEFINITIONS

Parties: Seller and Buyer collectively.

Seller: The operator of the fonix-keramia.hu online store, hereinafter referred to as the Seller.

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

Consumer Contract: a contract where one of the parties qualifies as a consumer

Website: the current webpage serving the purpose of entering into a contract

Contract: a purchase agreement between the Seller and the Buyer, established through the Website and electronic communication

Means of Distance Communication: a tool suitable for making contractual statements in the absence of the parties, especially including addressed or unaddressed forms, standard letters, advertisements published in the press with order forms, catalogs, telephone, fax, and internet access-providing devices

Distance Contract: a consumer contract concluded within the framework of a remote sales system organized for the provision of goods or services, without the simultaneous physical presence of the parties, where the contracting parties solely use means of distance communication to enter into the contract

Product: any movable chattel capable of being taken into possession and offered for sale on the Website, constituting the subject matter of the Contract

Business: a person acting within the scope of their profession, independent occupation, or business activity

Buyer/You: the person making a purchase offer through the Website and entering into the contract

Warranty: In the case of contracts concluded between the consumer and the business (hereinafter: consumer contract), the warranty according to the Civil Code, including

- a) the warranty assumed by the business for the performance of the contract, which goes beyond its legal obligations or is voluntarily assumed in the absence of such obligations, and
- b) the mandatory statutory warranty.

APPLICABLE LEGISLATION

The Hungarian legal provisions govern the Contract, particularly the following laws:

- Act CLV of 1997 on Consumer Protection
- Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services
- Act V of 2013 on the Civil Code
- Government Decree 151/2003 (IX.22.) on the Mandatory Warranty for Durable Consumer Goods
- Government Decree 45/2014 (II.26.) on the Detailed Rules of Contracts Between Consumers and Businesses
- Government Decree 19/2014 (IV.29.) by the Ministry of National Economy on the Procedure for Handling Warranty and Guarantee Claims for Goods Sold under Contracts between Consumers and Businesses
- Act LXXVI of 1999 on Copyright
- Act CXX of 2011 on Informational Self-Determination and Freedom of Information
- Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence, or place of establishment within the internal market, amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

TERMS OF SERVICE, ACCEPTANCE

The content of the contract between us is determined by these General Terms and Conditions (hereinafter: Terms), taking into account the provisions of applicable mandatory laws. Accordingly, the Terms include the rights and obligations of both you and us, the conditions for the formation of the contract, deadlines for performance, delivery and payment terms, liability rules, as well as the conditions for exercising the right of withdrawal.

Technical information necessary for the use of the website, not covered by these Terms, is provided by other information available on the website.

You are required to familiarize yourself with the provisions of these Terms before finalizing your order.

THE LANGUAGE OF THE CONTRACT, THE FORM OF THE CONTRACT

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The language of contracts falling under these General Terms and Conditions (hereinafter: Terms) is English.

Contracts falling under these Terms do not qualify as written contracts, and the Seller does not register them.

PRICES, PROCEDURE IN CASE OF ERRONEOUS PRICING

The displayed prices for sale are in Hungarian Forints and are VAT-free due to exemption. Shipping fees include a 27% VAT. The Seller reserves the right to change prices; however, the prices stated at the time of ordering are always applicable. In the event of an incorrect price listing, the Seller offers the option for the buyer to purchase the product at the actual price. With this information, the buyer can decide whether to order the product at the actual price or cancel the order without any adverse legal consequences.

THE USE OF THE WEBSITE

Purchase does not require registration.

Ordering Process

Selecting the Product

By clicking on the product categories on the website, you can choose the desired product family and then individual products within it. Clicking on individual products will show you the product's photo, description, and price. For the purchase, you need to pay the price listed on the website.

Adding to Cart

After selecting the product, by clicking on the "Add to Cart" button, you can add - any number of - products to the cart without creating a purchase or payment obligation, as adding to the cart does not constitute an offer.

We recommend adding the product to the cart even if you are not sure you want to purchase it, as it allows you to easily see the products you have selected at that moment, view and compare them on one screen. The contents of the cart can be freely modified until the order is finalized by pressing the "Finalize Order" button - products can be removed from the cart, new products can be added, and the quantity of selected products can be changed.

If you place the selected product in the cart, a separate window will appear with the message "Product added to the cart." If you do not want to select more products, click the "Proceed to Cart" button! If you want to review the selected product again or add another product to the cart, click the "Back to Product" button!

Viewing the Cart

During the use of the website, you can check the contents of the cart at any time by clicking on the "View Cart" icon at the top of the page. Here, you can remove selected products from the cart or change the quantity of the product. After pressing the "Update Cart" button, the system will display information corresponding to the data you have changed, including the price of the products in the cart.

If you do not want to select additional products and add them to the cart, you can continue shopping by pressing the "Order" button.

Providing Customer Data

After pressing the "Order" button, the content of the cart and the total purchase price for the products you have selected will be displayed. In the "Delivery Service" box, you must select whether you want to pick up the ordered product in person (personal pickup) or request delivery. In the case of delivery, the system will indicate the delivery fee, which you are required to pay when placing an order.

In the "User Data" text box, you can provide your email address, and in the "Billing Information" text box, you can provide your full name, address, and phone number. In the "Shipping Information" text box, the system automatically stores the data provided during "Billing Information." If you want the delivery to a different address, please remove the checkmark. In the "Note" text box, you can provide any additional information.

Reviewing the Order

After filling in the above text boxes, by clicking on the "Continue to Next Step" button, you can continue the ordering process, or by clicking on the "Cancel" button, you can delete/correct the data entered so far and go back to the Cart contents. By clicking on the "Continue to Next Step" button, you will be directed to the "Review Order" page. Here, you can see a summary of the data previously provided, including the contents of the Cart, user, billing, and shipping information, and the total amount to be paid by you (you cannot change this data here, only by clicking on the "Back" button).

Finalizing the Order (Submitting an Offer)

If you are satisfied that the contents of the cart correspond to the products you want to order, and your data is correct, by clicking on the "Place Order" button, you can finalize your order. The information provided on the website does not constitute an offer to enter into a contract by the Seller. In the case of orders falling under these General Terms and Conditions, you qualify as an offeror. By pressing the "Place Order" button, you expressly acknowledge that your offer is considered made, and your statement - upon confirmation by the Seller according to these General Terms and Conditions - entails an obligation to pay. Your offer is binding for a period of 48 hours. If the Seller does not confirm your offer within 48 hours according to the terms and conditions of these General Terms and Conditions, you are released from the offer obligation.

Order Processing, Formation of the Contract

Order processing takes place in two stages. You can place an order at any time. First, you will receive an automatic acknowledgment of receipt of your order, confirming that your order has been received through the website. However, this acknowledgment does not constitute acceptance of your offer. If you notice that the automatic confirmation email contains your data incorrectly (e.g., name, shipping address, phone number, etc.), you are obliged to immediately notify us of this fact by email, along with providing the correct information. If you do not receive the automatic confirmation email within 24 hours of placing your order, please contact us, as it is possible that your order did not arrive in our system for technical reasons.

SHIPPING AND PAYMENT METHODS

Products marked as "In Stock" are available, orders are usually fulfilled in 1-2 business days. We pay great attention to break-resistant packaging in all cases. Our contracted partner for shipping is GLS.

Optional Domestic Delivery Methods

We consistently prioritize break-resistant packaging. Our contracted partner for shipping is GLS. If, despite careful packaging, the

purchased product arrives in a damaged condition, please contact us as soon as possible. We will promptly address this issue in every case. We will request a photo of the damaged product, and we will either send a replacement or refund the price of the damaged product.

GLS Automata:

- Have your package delivered to the nearest GLS Automat, a choice you can make when placing your order!
- Your order is typically ready for pickup on the next business day following GLS notification.
- Most GLS Automats are accessible 0-24 hours due to their locations.
- To collect the package, you have 5 working days by providing the PIN code in the notification.
- For Automat cash on delivery, payment is exclusively with a bank card.
- Shipping cost: from HUF 1,590.

GLS CsomagPont:

- Have your package delivered to the GLS CsomagPont closest to your residence, a choice available when placing your order!
- Your order is typically ready for pickup on the next business day after GLS notification.
- GLS CsomagPonts are located in various profiled stores where staff assistance is available for order collection.
- To collect the package, you have 5 working days by presenting a valid ID.
- Shipping cost: from HUF 1,990.

GLS Home Delivery:

- Home delivery occurs on the next business day after the package is dispatched, during business hours, typically between 8 am and 5 pm.
- GLS notifies the recipient via email once the delivery is scheduled. A second email on the morning of the delivery includes the courier's phone number and a 3-hour time slot for the expected delivery time.
- Shipping cost: from HUF 2,390.

GLS Home Delivery EU (AT, CZ, DE, HR, RO, SK, SI) :

- Home delivery occurs in 2-3 business day after the package is dispatched, during business hours, typically between 8 am and 5 pm.
- GLS notifies the recipient via email once the delivery is scheduled. A second email on the morning of the delivery includes the courier's phone number and a 3-hour time slot for the expected delivery time.
- Shipping cost: from HUF 4,990.

GLS Home Delivery EU (BE, NL) :

- Home delivery occurs in 3-4 business day after the package is dispatched, during business hours, typically between 8 am and 5 pm.
- GLS notifies the recipient via email once the delivery is scheduled. A second email on the morning of the delivery includes the courier's phone number and a 3-hour time slot for the expected delivery time.
- Shipping cost: from HUF 5,490.

Optional Payment Methods Within the Country

1. Cash on Delivery:

- For cash on delivery, the order total must be paid in cash to the courier during package delivery or at the GLS CsomagPont to the employee.
- Only card payments are accepted for GLS Automat cash on delivery.

2. SimplePay Card Payment:

- Simple, fast, and secure online card payment through the SimplePay system, ensuring transaction security through OTP Bank's IT infrastructure.
- Card details are entered on the SimplePay interface, outside the online store, in a highly secure environment.

3. Bank Transfer:

- Payment by bank transfer requires transferring the order total to our bank account.
- Our bank account number is M-Invent Kft. 11742087-20082587.
- Please include the order number as the reference.

Sales Abroad

The Seller does not distinguish between users within Hungary and those outside Hungary but within the European Union. In the absence of different provisions in this agreement, the Seller ensures the delivery/reception of ordered products within Hungary.

For purchases outside Hungary, the terms of this agreement apply. According to relevant regulations, a customer is considered a consumer if they are a citizen of a member state, have a residence in a member state, or are a business established in a member state and purchase goods or services within the European Union solely for end-use or with such intent. A consumer is a natural person acting for purposes outside their trade, business, craft, or profession.

In this case, communication and the language of purchase are in English. The Seller is not obliged to communicate with the buyer in the language of the buyer's member state.

Unless specified otherwise in the national law of the buyer's member state, the Seller applies Hungarian VAT to all products. In this case, the Seller is a small taxpayer, and the VAT rate is 0%.

Buyers can enforce their rights according to the terms of this agreement.

For electronic payment solutions, payment is made in the currency specified by the Seller, in euros. The Seller may withhold the transfer of the product until ensuring that the payment of the product price and shipping fee has been successfully and completely made using the electronic payment solution.

To facilitate the delivery of the product abroad at their own expense, buyers can request it. However, this right does not apply to Hungarian buyers.

Upon payment of the shipping fee, the Seller fulfills the order. If the buyer does not pay the shipping fee to the Seller or does not arrange their own delivery by the agreed-upon date, the Seller terminates the contract and refunds the pre-paid purchase price to the buyer.

COMPLAINT HANDLING AND LEGAL REMEDIES

Consumers can submit their consumer complaints related to the product or the Seller's activities through the following contacts:

Email: vevoszolgalat@fonix-keramia.hu

Online Dispute Resolution Platform

The European Commission has established a website where consumers can register, providing them with the opportunity to settle online shopping-related disputes by filling out a request, thus avoiding a court proceeding. This allows consumers to enforce their rights without being hindered, for example, by geographical distance.

If you wish to file a complaint regarding a product or service purchased online and prefer not to resort to a court, you can use the online dispute resolution tool. On the platform, you and the trader against whom you filed a complaint can jointly select the dispute resolution body to handle the complaint.

The online dispute resolution platform is accessible here: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

WITHDRAWAL, UNCLAIMED PACKAGES

Consumer Information based on Government Decree 45/2014 (II. 26.)

Information on the Consumer's Right of Withdrawal

According to Section 8:1 (1) paragraph 3 of the Civil Code, only a natural person acting outside the scope of his profession, independent occupation, or business activity qualifies as a consumer. Therefore, legal entities cannot exercise the right of withdrawal without justification!

The consumer is entitled to the right of withdrawal without justification according to Section 20 of Government Decree 45/2014 (II. 26.). The consumer can exercise the right of withdrawal

a) in the case of a sales contract for a product aa) from the day of receipt by the consumer or a third party other than the carrier, indicated by the consumer, in the case of a single product, ab) from the day of receipt of the last item in the case of multiple products purchased at the same time but delivered separately, within 14 days of the day of receipt. These provisions do not affect the consumer's right to exercise the right of withdrawal during the period between the conclusion of the contract and the receipt of the product.

If the consumer made an offer for the conclusion of the contract, the consumer has the right to withdraw the offer before the conclusion of the contract, which terminates the binding nature of the offer.

Withdrawal Declaration, Exercise of the Consumer's Right of Withdrawal or Termination

The consumer may exercise the right of withdrawal according to Section 20 of Government Decree 45/2014 (II. 26.) through a clear statement or by using the downloadable declaration form from the website.

Validity of the Consumer's Withdrawal Statement

The right of withdrawal is considered valid if the consumer sends the statement within the 14-day period. The burden of proof that the right of withdrawal was exercised in accordance with these provisions lies with the consumer. The Seller must confirm the consumer's withdrawal statement in electronic form upon its receipt.

Obligations of the Seller in Case of Consumer Withdrawal

Refund Obligation of the Seller

If the consumer withdraws from the contract in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller must refund the full amount paid by the consumer as consideration, including the costs incurred in connection with the performance, such as the shipping cost, no later than fourteen days from the date of learning about the withdrawal. Please note that this provision does not apply to additional costs resulting from the choice of a shipping method other than the least expensive standard delivery offered.

Mode of Seller's Refund Obligation

In the case of withdrawal or termination in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the Seller must refund the consumer in the same way the payment was made. With the express consent of the consumer, the Seller may use another payment method for the refund, but no additional fees can be charged to the consumer as a result. The Seller is not responsible for delays due to incorrect or inaccurate bank account information provided by the consumer.

Additional Costs

If the consumer explicitly chooses a shipping method other than the least expensive standard delivery, the Seller is not obligated to refund the additional costs resulting from this choice. In such cases, the refund obligation is limited to the standard shipping costs indicated.

Retention Right

The Seller may withhold the amount owed to the consumer until the consumer returns the product or provides clear evidence that it has been sent back; the earlier of the two dates shall be considered.

Consumer's Obligations in Case of Withdrawal or Termination

Return of the Product

If the consumer withdraws from the contract in accordance with Section 22 of Government Decree 45/2014 (II. 26.), the consumer must return the product immediately but no later than fourteen days from the date of the withdrawal, either by sending it back or handing it over to the Seller or a person authorized by the Seller to receive the product. The return is considered timely if the consumer sends the product before the deadline expires.

Direct Costs of Returning the Product

The consumer bears the direct costs of returning the product. The product must be returned to the Seller's address. If the consumer cancels a distance or off-premises contract for the provision of services after the performance has begun, they must pay the business a proportionate amount for the services provided until the time they inform the business of the exercise of the right of withdrawal. The proportionate amount to be paid by the consumer must be calculated based on the total consideration specified in the contract, including taxes. If the consumer proves that the amount calculated in this way is excessively high, the proportionate amount must be calculated based on the market value of the services provided until the time of termination of the contract. Please note that products returned with cash on delivery or postage due cannot be accepted.

Consumer's Responsibility for Depreciation

The consumer is responsible for any depreciation in the value of the product resulting from handling it beyond what is necessary to determine its nature, properties, and functioning.

Cases Where the Right of Withdrawal Cannot Be Exercised

The Seller expressly draws your attention to the fact that you cannot exercise the right of withdrawal in the cases specified in Paragraph 29 (1) of Government Decree 45/2014 (II.26.):

a) In the case of a contract for the provision of services, once the entire service has been performed, if the business started performance with the express, prior consent of the consumer, and the consumer acknowledged that they lose their right of

withdrawal after the completion of the entire service;

b) For a product or service whose price or fee is not influenced by the financial market and depends on fluctuations possible during the withdrawal period;

c) In the case of a non-premanufactured product made according to the consumer's instructions or express request, or a product that has been clearly tailored to the consumer's personal needs;

d) For perishable or short-dated products;

e) For a sealed product that, for health or hygiene reasons, cannot be returned after the seal is broken;

f) For a product that, due to its nature, becomes inseparably mixed with other products after delivery;

g) For an alcoholic beverage whose actual value depends on market fluctuations beyond the business's control, and for which the parties agreed on the price at the time of concluding the sales contract, but the performance of the contract takes place only after the thirtieth day from the conclusion;

h) In the case of a business contract where the business, at the explicit request of the consumer, visits the consumer for urgent repair or maintenance work;

i) In the sale of sealed audio, video recordings, and computer software, if the consumer has broken the seal after delivery;

j) For newspapers, journals, and periodicals, excluding subscription contracts;

k) For contracts concluded at a public auction;

l) In the case of a contract for accommodation services, except for residential services, transport, car rental, catering, or services related to recreational activities, if a specific performance date or deadline was set in the contract;

m) In the case of digital content not supplied on a tangible medium, if the business began performance with the express, prior consent of the consumer, who simultaneously acknowledged that, after the start of performance, they would lose their right of withdrawal.

Procedure for Unclaimed Packages

If the Buyer fails to accept the ordered and delivered Goods and does not notify the Seller of their unjustified withdrawal intention within the 14-day period specified by regulations, they breach the contract concluded with the Seller. The Seller is entitled to immediately terminate the contract with the Buyer due to the breach and claim the costs of unsuccessful delivery and return as penalty from the Buyer. The Parties agree to accept the use of email as the communication form by the Buyer during the order as a means of notification, and they confirm that the date of notification is when the termination letter becomes accessible in the Buyer's email account.

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