

## Consumer Protection Information

### 1. Data of the Provider

You are hereby informed that the <https://hu.nosiboo.eu> websites are operated by

<b>Company name:</b>	ATTRACT Kft.
<b>Seat and postal address:</b>	7622 Pécs, Siklósi út 1/1.
<b>Place of complaint handling:</b>	7622 Pécs, Siklósi út 1/1.
<b>E-mail address:</b>	<a href="mailto:customerservice@nosiboo.com">customerservice@nosiboo.com</a>
<b>Telephone number:</b>	+36 72 551 642
<b>Company registration number:</b>	02-09-066227
<b>Tax number:</b>	11777364-2-02
<b>Registered by:</b>	Pécsi Törvényszék Cégbírósága [Registry Court of Pécs]
<b>Language of the contract:</b>	Hungarian

(hereinafter referred to as: Provider).

### 2. Right of withdrawal

2.1 In accordance with Directive 2011/83/EU of the European Parliament and of the Council, and the regulations of Government Decree 45/2014 (II.26.) on the detailed regulations of contracts between the Consumer and the Company, the Consumer is entitled to withdraw from the contract without giving reasons within 14 (fourteen) days of receiving the ordered product and may send it back.

In lack of the present information, the Consumer is entitled to the right of withdrawal for 1 (one) year. In case the information is provided by the Provider following the expiration of 14 (fourteen) days, but not later than 12 (twelve) months within the receipt of the product or the conclusion of the contract, the duration of the period available for practising the right of withdrawal is 14 (fourteen) days within the communication of the information.

2.2 The period open for practising the right of withdrawal terminates upon the expiration of 14 (fourteen) days from the day when the product is delivered to the Consumer, or a third person appointed thereby, but other than the carrier. The right of withdrawal can be practised by the Consumer during the period between the conclusion of the contract and the receipt of the product. The expenses of returning the product shall be borne by the Consumer, unless the company undertakes to bear the costs thereof.

In case of practising the right of withdrawal, the Consumer shall not be liable for any cost other than the return cost of the product. The consumer is not entitled to the right of withdrawal in case of pre-fabricated products manufactured based on the

instructions of the Consumer or the special request thereof, or in case of products distinctly personalised for the Consumer.

- 2.3 The Consumer may not practise their right of withdrawal in case of a contract about service providing following the conclusion of the full service, in case the implementation was initiated by the company based on the explicit and prior consent of the Consumer, and the Consumer acknowledged that following the conclusion of the full service their right of withdrawal is lost in case of a product or service the price or charge of which depends on the possible fluctuation of the financial market during the period open for practising the right of withdrawal, which fluctuation cannot be influenced by the company; furthermore:
- a) in case of a product that is perishable or the expiry date of which is short,
  - b) in case of a product in sealed packaging, which cannot be returned if the seal is opened after delivery, on grounds of health protection and hygiene,
  - c) in case of products which, by their nature, inevitably get mixed with other products following delivery,
  - d) in case of alcoholic beverages, the actual value of which depends on market fluctuation which cannot be influenced by the company, and the price of which beverages was accepted by the parties upon the conclusion of the contract, but the implementation of the contract happens only after the thirtieth day from the conclusion of the contract,
  - e) in case of a works contract where the company is requested by the Consumer to carry out urgent repair or maintenance works,
  - f) in case of purchasing a voice or video recording in close packaging, or a computer software, in case the packaging was opened by the Consumer after delivery,
  - g) in case of newspapers, magazines and periodicals, except for subscription contracts,
  - h) in case of contracts concluded at a public auction,
  - i) in case of contracts about accommodation other than for residential purpose, transportation, rental services of cars, catering, or contracts concluded about services in connection with leisure activities, in case a due date or deadline is specified in the contract,
  - j) in case of digital data content not supplied on a tangible medium, if the company initiates implementation based on the explicit and prior consent of the Consumer,

and the Consumer parallel to giving consent makes a statement of acknowledgement about losing the right of withdrawal after the initiation of implementation.

- 2.4 The Provider shall refund the amount paid by the Consumer, including the delivery fee, immediately upon receipt of the product or the withdrawal notice in accordance with the above legislation, but no later than 14 (fourteen) days.

The refund will be made using the same method of payment as the one used for the original transaction, unless the Consumer explicitly agrees to a different method of payment; no additional costs will be charged to the consumer as a result of using this method of refund.

- 2.5 The Consumer shall return the product without undue delay, but no later than 14 (fourteen) days from the date of sending the notice of withdrawal from the contract to the Provider or deliver it to the Provider's address.

If the Consumer withdraws from the contract in writing, it is sufficient to send the notice of withdrawal within 14 (fourteen) days. The Consumer complies with the time limit if they return or deliver the product(s) before the end of the 14 (fourteen) day period. The return is deemed to be completed on time if the Consumer sends the product before the deadline.

- 2.6 The Consumer bears only the direct cost of returning the product, unless the company has agreed to bear this cost. The Provider is not obliged to reimburse the Consumer for the additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Provider.

- 2.7 The Provider may withhold the refund until the product(s) have been returned or the Consumer has provided proof that they have been returned, whichever is the earlier.

- 2.8 If the Consumer wishes to exercise their right of withdrawal, it may be done in writing (either by clicking on the "Notice of Withdrawal" section of the website operated by the Provider), by telephone, or in person at one of the Provider's contact details.

If the notification is made in writing by post, we will take into account the date of posting, and if the notification is made by telephone, we will take into account the date of the telephone call. In the case of notifications by post, the notification is only accepted by the Provider as registered mail or parcel. The Consumer can return the ordered product to the Provider by post or courier service.

The Consumer is liable only for depreciation resulting from use beyond the one necessary for determining the nature, characteristics and functioning of the product.

2.9 The Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses is available [here](#). Directive 2011/83/EU of the European Parliament and of the Council is available [here](#).

2.10 Consumers may also contact the Provider with any other complaints using the contact details in the present notification. The right of withdrawal applies only to users who are consumers within the meaning of the Civil Code. The right of withdrawal does not apply to a business, i.e. a person acting in the course of their profession, self-employment, or business activity.

### **3. Procedure for exercising the right of withdrawal**

3.1 If the Consumer wishes to exercise the right of withdrawal, they shall indicate their intention to withdraw by contacting the Provider. The Consumer exercises his right of withdrawal in time if they send their withdrawal notice before the expiry of the 14<sup>th</sup> (fourteenth) day after receiving the product. In case of a written withdrawal, it is sufficient to send only the withdrawal notice within 14 (fourteen) days.

In case of notification by post, the date of posting will be taken into account; in the case of notification by e-mail or fax, the date of sending the e-mail or fax will be taken into account.

3.2 In the event of withdrawal, the Consumer is obliged to return the ordered product to the address of the Provider without delay, but no later than 14 (fourteen) days from the date of notification of withdrawal. The deadline is deemed to be met if you send the product before the expiration of the 14 (fourteen) day deadline (i.e. it does not have to arrive within 14 (fourteen) days).

The Consumer bears the costs incurred in returning the product as a result of exercising the right of withdrawal. However, the Provider is not obliged to reimburse the Consumer for the additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Provider.

The Consumer may also exercise their right of withdrawal between the date of conclusion of the contract and the date of receiving the product.

3.3 In the case of a sale of several products, if each product is delivered at a different time, the Consumer may exercise the right of withdrawal within 14 (fourteen) days of receiving the last product delivered or, in the case of a product consisting of several components or items, the last component or item delivered.

### **4. Warranty and guarantee**

#### **4.1 Lack of conformity**

The Provider performs defectively if the service does not meet the quality requirements laid down in the contract or by law at the time of performance. The Provider does not perform defectively if the Consumer knows of the lack of conformity at the time of the conclusion of the contract or should know of the lack of conformity at the time of the conclusion of the contract. Any clause in a contract between a Consumer and the company which derogates from the provisions of this chapter relating to warranties to the detriment of the Consumer shall be null and void.

## **4.2 Service warranty**

### **In what cases can the Consumer practise their right for service warranty?**

In the event of lack of conformity by the Provider, the Consumer may assert a claim for service warranty against the Provider in accordance with the rules of the Civil Code.

### **What are the Consumer's rights under a service warranty claim?**

The Consumer may, at their choice, make the following claims under the service warranty:

- repair or replacement may be requested, except in case fulfilling the requirement of the Consumer is impossible, or
- the Consumer's requirement would impose disproportionate additional costs on the company compared to meeting other possible requirements thereof.

If the repair or replacement is not or cannot be requested, the Consumer may request a proportionate reduction in the price or have the defect repaired or replaced by another party at the expense of the company or, as a last resort, withdraw from the contract. The Consumer may switch from one service warranty right to another, but the costs thereof shall be borne by the Consumer, unless it is justified, or the company gives reason therefor.

### **What are the time limits for asserting the service warranty claims of the Consumer?**

The Consumer shall communicate the defect after detecting it without delay, but no later than 2 (two) months after detecting the defect. Please note, however, that you may not assert your service warranty claims beyond the two (2) year limitation period from the date of performance of the contract.

### **Against whom can the service warranty claim be asserted?**

The Consumer may assert their service warranty claim against the Provider.

### **What are the further conditions for asserting service warranty claims?**

Within 6 (six) months from the date of performance, there is no other condition for asserting service warranty claims other than the notification of the defect, if the Consumer proves that the product or service was Provided by the company operating

the online shop. However, after 6 (six) months from the date of performance, it is the Consumer's responsibility to prove that the defect discovered thereby already existed at the time of performance.

#### **4.3 Product warranty**

##### **In what cases can the Consumer practise their right for product warranty?**

In the event of a defect in a movable good (product), the Consumer may, at their option, assert either the service warranty or the product warranty rights.

##### **What are the Consumer's rights under a product warranty claim?**

As a product warranty claim, the Consumer may only ask for the defective product to be repaired or replaced.

##### **In what case is a product considered defective?**

A product is considered defective in case it does not meet the existing quality requirements when it is placed on the market, or if it does not have the characteristics described by the manufacturer.

##### **What are the time limits for the Consumer to assert their product warranty claim?**

The product warranty claim may be asserted by the Consumer within 2 (two) years from the day the manufacturer places the product on the market. After the expiration of this deadline, such right thereof is lost.

##### **Against whom and with which further conditions can the Consumer assert their product warranty claim?**

The product warranty claim may be asserted exclusively against the manufacturer or distributor of the moveable product. The defect of the product shall be proven by the Consumer in case of asserting product warranty claims.

##### **In what case is the manufacturer (distributor) released from the obligation of a product warranty claim?**

The manufacturer (distributor) may only be released from the obligation of a product warranty claim, in case it can prove that:

- the product was manufactured or distributed outside the scope of business activities thereof, or
- the state of scientific and technical knowledge at the time when the product was put into circulation was not such as to enable the existence of the defect to be discovered, or
- the defect in the product results from the application of a legal or regulatory requirement.

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

The Provider draws the Consumer's attention to the fact that they may not assert a service warranty claim and a product warranty claim for the same defect at the same time. In case of the successful assertion of a product warranty claim, the service warranty claim for the replaced product or the repaired part may be asserted against the manufacturer.

#### **4.4 Guarantee**

##### **In what cases can the Consumer practise their right for guarantee?**

In the case of lack of conformity, under Government Decree 151/2003 (IX. 22.) on the mandatory guarantee for certain consumer durables, the Provider is obliged to provide guarantee if the user is considered to be a consumer.

##### **What are the Consumer's rights under the guarantee and within what time limits?**

The duration of the guarantee is 1 (one) year. The guarantee period starts on the date of delivery of the consumer goods to the Consumer or, if the installation is carried out by the distributor or his agent, on the date of installation.

Based on the guarantee claims, the entitled may choose from the following:

- repair or replacement may be requested, except in case the satisfaction of the requested guarantee right is impossible, or if it would result in disproportionate additional costs for the Provider, compared to the satisfaction of another guarantee claim, considering the value of the service in the non-defective state, the gravity of breach of contract, and the violation of interests caused to the entitled by fulfilling the requirements of guarantee rights; or
- a proportionate reduction in the price may be requested, the entitled party may repair the defect or have it repaired by another party at the expense of the Provider, or withdraw from the contract if the Provider has not undertaken to repair or replace the defect, if the Provider is unable to fulfil this obligation, or if the Consumer's interest in repair or replacement has ceased.

No withdrawal shall be initiated based on a minor defect. The repair or replacement, considering the product's characteristics and its function to be expected by the Consumer, shall be made within a proper deadline, sparing the interests of the entitled party.

##### **When is a company exempted from its guarantee obligation?**

The Provider shall be released from its guarantee obligation only if it proves that the cause of the defect arose after performance. The Provider draws the Consumer's attention to the fact that they may not assert a service warranty claim and a guarantee claim or a product warranty claim and a guarantee claim for the same defect at the same time. Otherwise, however, the Consumer's rights under the guarantee are independent of the rights described in the service and product

warranty chapters. The Provider is not liable for damages resulting from natural wear and tear / obsolescence beyond the guarantee period (professional life expectancy).

Furthermore, the Provider is not liable for damages resulting from faulty or negligent handling, excessive use or other than the specified use, or other improper use of the products after the risk of damage has passed to the Consumer.

If the Consumer makes a replacement request within 3 (three) working days of the purchase (installation) due to a defect in the product, the Provider is obliged to replace the product, provided that the defect prevents the proper use thereof.

#### **4.5 Procedure in the event of a warranty claim**

The agreement of the parties to a contract between a Consumer and a company shall not derogate from the provisions of the Regulation to the detriment of the Consumer. The onus is on the Consumer to prove the conclusion of the contract (with an invoice or even just a receipt). The costs of fulfilling the warranty obligation are borne by the Provider (Section 6:166 of the Civil Code).

The Provider is obliged to keep a record of the warranty or guarantee claim notified thereto by the Consumer. A copy of the report shall be made available to the Consumer without delay in a verifiable manner.

If the Provider is not in a position to declare the enforceability of the Consumer's warranty or guarantee claim at the time of the notification thereof, the Provider shall notify the Consumer of the position thereof, including the reasons for the rejection of the claim and the possibility of recourse to the conciliation body in the event of rejection of the claim, within 5 (five) working days in a verifiable manner. The Provider shall keep the record for 3 (three) years from the date of its recording and shall present it at the request of the supervisory authority. The Provider shall seek to carry out the repair or replacement within a maximum of 15 (fifteen) days.

### **5. Complaint handling policy**

- 5.1 The aim of the online store operated by the Provider is to fulfil all orders with the appropriate quality, and to the full satisfaction of the Consumer. If the Consumer still has a complaint about the contract or the performance thereof, they can make the complaint at the contact details indicated above, via telephone, e-mail, or letter.
- 5.2 The Provider shall investigate the verbal complaint immediately and remedy it as necessary. If the Consumer does not agree with the handling of the complaint or if an immediate investigation of the complaint is not possible, the Provider shall immediately take a record of the complaint and the Provider's position and shall provide the Consumer with a copy of the record. The Provider shall reply to the written complaint in writing within 30 (thirty) days.



The Provider shall state the reasons for rejecting the complaint. The Provider shall keep a record of the complaint and a copy of the reply for a period of 5 (five) years and shall present it to the supervisory authorities upon request.

- 5.3 You are hereby informed that in case your complaint is rejected, you can take your complaint to an authority or conciliation body, as follows:

In the case of cross-border Consumer disputes related to online sales or online service contracts, only the conciliation body connected to the Budapest Chamber of Commerce and Industry is competent to handle the procedure. Consumers can use the EU online dispute resolution platform if they have a complaint. Using the platform requires a simple registration at the system of the European Commission; the registration can be done by clicking [here](#). After logging in, the Consumer can submit a complaint via the online website at the following address:

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

- 5.4 The conciliation body is competent to settle consumer disputes out of court. The role of the conciliation body is to attempt to reach an agreement between the parties to resolve the consumer dispute and, if this is unsuccessful, to rule on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. At the request of the Consumer or the Provider, the conciliation body gives advice on the rights and obligations of the Consumer.
- 5.5 The Provider has a duty of cooperation in the conciliation procedure. In this context, the Provider shall send its reply to the conciliation body and ensure the participation of a person authorised to negotiate a settlement at the hearing. If the head office or establishment of the company is not registered in the county of the chamber of conciliation that operates the territorially competent conciliation body, the company's duty to cooperate extends to offering the Consumer the possibility of a written settlement in accordance with their request.
- 5.6 If the Consumer does not go to a conciliation body or if the procedure is not successful, the Consumer has the right to go to court to have the dispute resolved. The lawsuit shall be filed by means of a statement of claim containing the following information:
- the acting court,
  - the names, place of residence, and lawsuit status of the parties and their representatives,
  - the relief sought, stating the facts on which it is based, and the evidence in support of those facts,

- information from which the jurisdiction and competence of the court can be established,
- information from which the jurisdiction and competence of the court can be determined,
- a definitive request for the ruling of the court.

The statement of claim shall be accompanied by the document or a copy thereof, the contents of which are relied on as evidence.

## **6. Data protection**

The Privacy Policy of the website operated by the Provider is available at the following page: <https://en.nosiboo.eu/privacy-policy/>

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