

General Terms and Conditions of Kifli.hu Shop Kft

I. Introduction:

The GTC hereunder set out the description and terms of use of the online service of Kifli.hu Shop Korlátolt Felelősségű Társaság (registered office: 1106 Budapest, Jászberényi út 45., company registration number: 01-09-339560, registered by the Court of Registration of the Budapest Regional Tribunal, tax identification No: 26693075-2-44; hereinafter referred to as “Kifli.hu”) available on the website www.kifli.hu (hereinafter referred to as “Service”).

On the website www.kifli.hu, Kifli.hu Shop Kft. offers products visitors may select. Information and descriptions relating to individual products are provided by the products’ data sheets. For the avoidance of possible misunderstandings, please note that the choice of products offered on the website (and products shown on different online platforms) – including the price of specific products – only serves information purposes and shows the status at the time of viewing. After appropriate registration, the User can prepare the shopping list of products he/she would like to buy based on the current choice of products. After completion of the shopping list and provision of other necessary information, Kifli.hu Shop Kft. will deliver the selected products to the given address, if they are available, and make an offer to the User to accept them at the address. After viewing the products, the User decides whether to accept all or some of the products based on the prices valid at the time of delivery. If the User decides not to accept any or some of the products, he/she may deny acceptance without justification. If not a single product is accepted, Kifli.hu Shop shall not charge a service fee, otherwise the service is subject to a fee.

The Service may only be used by natural persons at a minimum age of 18 years, who accept the GTC, give their consent to the processing of their personal data and have appropriately registered on the website www.kifli.hu (hereinafter referred to as “User”).

If the Service is used by legal persons and companies having no legal personality, the legal person or company having no legal personality must be registered under the menu item “Kifli to the Office” of the site www.kifli.hu, and provide data for the issued invoice (company name, address, tax number, postal address).

II. Modification, enter into force of the GTC, its acceptance by the User

Provisions of the GTC hereunder are applicable to use of the Service. Kifli.hu Shop Kft. has the right to modify the GTC at any time. The new, modified GTC shall enter into force when published on the site www.kifli.hu. The User selecting products on the basis of the Service (i.e. completing the shopping list) accepts the modified GTC after submitting a shopping list after the entry into force of the modification. Upon a major modification of the GTC, Kifli.hu Shop Kft. shall notify already registered Users by email of the entry into force of the new GTC, who accept such GTC by use of the Service. The Civil Code of Hungary and legislation relating to contracts between consumers and enterprises is applicable to matters not or not sufficiently regulated by the GTC hereunder.

III. Registration, modification, suspension, cancellation of registration, automatic confirmation by Kifli.hu ShopKft.

The User has the right to select products and prepare a shopping list only after prior registration. During registration, the User shall provide accurate and true data. Upon any changes to the data of the User, he/she shall immediately give notification of such change through the phone

customer service of the Service or by email. The User may also request cancellation of his/her registration by the same method. Kifli.hu Shop Kft. shall not assume any responsibility for loss of Service or possible damage resulting from failure to provide the above data or to give notification.

If the User starts to select the products, compile the shopping list and place an order without prior registration, ie he uses the service, Kifli.hu will automatically register an account for the customer, of which we will notify our customer by e-mail. In the e-mail, we will ask the customer to enter a password, which will allow him to access the data of his previous order, and only then will he be able to use the service with the previously provided data. In summary, with the first order, Kifli.hu performs the obligatory registration for the customer, the result of which is equivalent to the result of the registration process that helps the customer experience on the website.

Kifli.hu Shop Kft. has the right to immediately cancel the registration of the User (jointly with his/her account) if it has reason to assume that the User has breached the GTC. Cancellation of the registration is without prejudice to provisions of the GTC, which, by their nature, remain in force.

Kifli.hu Shop Kft. shall send confirmation to the User no later than 48 hours after completion of the shopping list, which includes the names of the selected products, their price valid at the time of selection, and the amount of the service fee. Such automatic confirmation, however, is in no way deemed to be a sale offer of Kifli.hu Shop Kft., as such offer is made by Kifli.hu Shop Kft. to the User at the time delivery.

IV. Security

During registration, the User is required to create a password for his/her own user account. The User shall keep such password confidential and not disclose it to unauthorised third parties. The User shall assume full responsibility for transactions conducted from his/her account. The User shall notify Kifli.hu Shop Kft. without delay, if he/she suspects that his/her password has been used or abused by a third party or third parties. If such suspicion of the User is well-founded, Kifli.hu Shop Kft. has the right to block the User's account and to simultaneously request the User to change his/her password. Kifli.hu Shop Kft. shall not be liable for any damage resulting from the disclosure of the password by the User, or its abuse either by the User or third parties.

V. Protection of intellectual property rights; use, operation of the website

Kifli.hu Shop Kft. is the owner and operator of the website www.kifli.hu; it is due all rights (including copyrights and other rights) on the basis of which it may lawfully manage such website and the contents thereof (including in particular, but not limited to its appearance, databases, illustrations, information etc.). When visiting the website, Users shall comply with relevant legal regulations and provisions of the GTC, and may not violate the reputation and rights of Kifli.hu Shop Kft. or other Users.

Certain parts of the website contain small data files, so-called cookies, serving identification of the User, which are stored on the User's computer. The User may set, block cookie related activity in his/her browser. Please note, however, that without the use of cookies you might not be able to use all services of the given website. By visiting this website and using its functions, the User grants his/her consent to the storage of the above cookies on the computer of the User

and their access by the data controller. The privacy statement contains additional information related to cookies.

Hosting service provider: Master DC Prague / Prague, Czechia: Kodaňská 46, 101 00/
<https://www.masterdc.com/data-center-prague/>

VI. Availability of the Service

Kifli.hu Shop Kft. offers the Service in Budapest and Budaörs. As regards technical functions of the Service, we cannot guarantee Users that the Service will be available 100%, at all times, or that it will operate free of any faults. In case of technical faults, the User may report such fault through the phone customer service of the Service or by email. Kifli.hu Shop Kft. shall make best efforts to repair the fault as soon as possible.

Kifli.hu Shop Kft. reserves the right to restrict access of Users to the www.kifli.hu website until the necessary repairs and maintenance, or system development or introduction of new system components are performed.

Kifli.hu Shop Kft. aims to ensure full access to the Service and its gradual expansion to other regions and cities. When visiting the website, the User receives regular information on the current availability of the Service.

The minimum value of an order is HUF 12,000 – the Service is unavailable for orders below such amount.

VII. Liability Notwithstanding that Kifli.hu Shop Kft. makes all reasonable efforts to ensure the accuracy, factual correctness and relevance of content provided on the www.kifli.hu website, it cannot always guarantee full conformity to Users. Kifli.hu Shop Kft. shall not assume any guarantees or be liable for any faults, failures or technical difficulties that may arise during use of the website. If Kifli.hu Shop Kft. detects inaccuracies in content, assuming that these are consequential, it shall correct these as soon as possible.

Kifli.hu Shop Kft. shall not be responsible particularly for the following:

- o content of third party websites that are visited through the www.kifli.hu website, links to third party operated websites shown on the www.kifli.hu website, advertisements shown by third parties through the website of the Service or other forms of advertisement;
- o content shown on the website of the Service without its consent or knowledge, if technically it is not possible or feasible for Kifli.hu Shop Kft. to prevent use thereof;
- o the www.kifli.hu website is incompatible with the terminal and software of the User, or with connection to the electronic communication network;
- o technical difficulties, including faults and failures occurring in connection with the www.kifli.hu website.

Provisions of this clause are without prejudice to the liability of Kifli.hu Shop Kft. related to the provision of information, and liability for products and defects, in accordance with legal provisions in force.

VIII. Protection of personal data

The related provisions can be accessed in the Privacy Statement available on the www.kifli.hu/oldal/szemelyes-adatkezelesi-alapelvek page.

IX. Indicative price, variations in quantity, costs

Indicative price The prices of products indicated on the website are indicative prices, which means that the prices of certain goods valid at the time of delivery may vary from indicative prices shown to be valid at the time selection on the www.kifli.hu website.

Prices are given in HUF and are inclusive of VAT. The price of packaging (deposit fee) is added to the price of products sold with returnable packages.

Variations in quantity

Users can select quantities of bulk products. The website indicates the price of bulk products per kilogram. The website also indicates the price of selected pieces of a bulk product per piece. The final price is determined by the measured weight of the selected bulk product. If the User pays during receipt of goods, he/she shall pay the price determined after weighing.

If the User pays online with a bank card before receipt of the goods, due to the uncertainty of actual quantity, the selected bulk products are added to the blocked full amount of the order at a 130 percent value. The final price is determined by the measured weight of the selected bulk products; this amount is deducted from the blocked amount during the receipt of goods. For online bank card payments, the debited amount may not be higher than the 130 percent value blocked in advance. The privacy statement contains additional information in relation to payments with a bank card.

Costs

If the User does not accept any of the selected products, Kifli.hu Shop Kft. will not charge a service fee for delivery, otherwise the service is subject to a fee. The User shall pay the service fee simultaneously with payment of the purchase price of actually received products to Kifli.hu Shop Kft. The delivery fees are between HUF 490 and HUF 990, depending on the time band. Users can find information on the specific amount of the payable service fee on the website in relation to the delivery time bands.

No delivery fee is charged if the amount of the purchase exceeds HUF 24,000.

It is possible to request express delivery – optionally, depending on free delivery capacities – for a fixed fee of HUF 1,990 (regardless of the order's value). Express delivery is attempted within 240 minutes weekdays and 180 minutes weekends after submission and confirmation of the order.

X. Completion of the shopping list, availability of products

The shopping list consists of products selected on the www.kifli.hu website. Making a shopping list is not equivalent to ordering products; the User is not obligated to buy the products on his/her page.

XI. Conclusion of the contract on sale and service

In accordance with Clause III of the GTC hereunder, a contract is concluded between Kifli.hu Shop Kft. and the User on the purchase of products only if the User accepts, i.e. receives all or some of the products offered by Kifli.hu Shop Kft. at the time of delivery. Until such time no representation or action by either the User or Kifli.hu Shop Kft. is deemed to be an offer or the acceptance thereof.

The contract on the provision of services is concluded through the following process:

I. the User completes and submits the shopping list (which includes the service fee)

II. Kifli.hu Shop Kft. sends automatic confirmation of receipt of the shopping list (Clause

III)III. Kifli.hu Shop Kft. delivers the products to the given address (Clause XII)IV. Kifli.hu Shop

Kft. informs the User of the delivered product(s) and of payable consideration (amount including tax and the service fee), and makes an offer for its/their purchaseV. thereafter, by receiving the product(s), the User expresses his/her intention to enter into a sales contract relating to the received product(s). The contract so concluded is evidenced with the receipt or invoice issued by Kifli.hu Shop Kft. Pursuant to Government Decree No. 45/2014 (II.26.) on detailed rules relating to contracts between the consumer and undertakings, the contract so concluded is deemed to be an off-premises, Hungarian language, non-written contract not filed by Kifli.hu Shop Kft.

By using the Service, the User expressly accepts and gives his/her consent to Kifli.hu Shop Kft. to confirm conclusion of the contract on the provided bill of delivery or invoice.

XII. Submission, modification or cancellation of the User's request

The User submits the delivery request by completing the request on the www.kifli.hu website, as follows. After successful registration, the User selects the product, places it in the cart and provides information on delivery, payment and other conditions, data. Only Kifli.hu Shop Kft. has the right to cancel the request on the date of delivery. The selected products shall be delivered by Kifli.hu Shop Kft. between Monday and Sunday, 7.00 a.m. to 10.00 p.m., with the exception of public holidays.

XIII. Delivery-acceptance

When selecting products on the www.kifli.hu website, the User enters the accurate delivery address and the time at which delivery is appropriate. The User shall ensure that the provided delivery address can be clearly located and easily, safely accessed. Failing the above, Kifli.hu Shop Kft. shall not be responsible for home delivery or for its failure, or for any damage or loss possibly related thereto.

For residential buildings, on the website of Kifli.hu Shop Kft. the User may also request delivery of products to a specific floor or apartment. In such a case, the delivery employee or agent (courier) of Kifli.hu Shop Kft. shall take all reasonable steps to ensure delivery of the products to the requested location, subject to fulfilment of the following requirements: (a) the courier must have the User's permission to enter and (b) entry may not be prevented in any way (e.g. locked main gate). Otherwise, as a general rule, Kifli.hu Shop Kft. shall agree to perform delivery to the main entrance (e.g. office buildings or buildings with entry control).

Kifli.hu Shop Kft. shall make best efforts to ensure that the products are delivered on time but shall not be responsible for delays or failure to perform attributable to facts and/or circumstances beyond the control or at unreasonable expenses of Kifli.hu Shop Kft. (e.g. traffic delays).

Only persons above the age of 18 have the right to receive products at the place of delivery. If the courier is uncertain about the age of the person receiving the products, and the given person does not voluntarily present a personal identity document for verification of age, the courier shall deny delivery of the product(s). The courier shall similarly deny delivery if the given person is under the age of 18 according to the personal identity document.

XIV. Payment

A person in official quarantine may pay the purchase price of products only when ordering online, with a bank card for health reasons related to the new coronavirus infection.

All other shoppers have three methods of payment available:

- Cash on delivery
- Bank card through a POS terminal on delivery
- Online bank card payment through the e-commerce system
- Google Pay
- Apple Pay

By selecting online payment, the User is transferred from the Kifli.hu Shop Kft. page to the payment site of the ADYEN e-commerce system, where he/she makes the payment. Use of online payment is mainly conditional on the User possessing a card suitable for such payment, that is, the card issued by the card issuing bank can be used for this purpose, and the validity of the card has not expired at the delivery/receipt time provided by the User. Before online payment, the online payment system verifies the above and rejects cards not meeting the above conditions. For payment, the User needs to provide the following data of the card: o Name of bank issuing the card o card number o name of cardholder o validity of the card, the 3-digit security code on the back of the card

Thereafter the full amount corresponding to the price of the selected products is blocked. The amount, however, is only debited after the delivery-acceptance of the products selected by the User. The amount blocked and debited may vary according to the “Quantities” paragraph of Clause XI, but the debited amount may not be higher than the blocked amount.

Cards accepted for payment: Mastercard, VISA, Maestro

Kifli.hu Shop Kft. does not store data entered during payment – these are managed by the given payment processing company and are subject to the data protection provisions of financial service providers.

The provided data must be confirmed by the User, who is then transferred back to the page of the Online Store. Payment of the price of ordered products is blocked by the bank but not yet debited. The consumer shall receive an email message on the reservation. The amount will be debited only upon receipt through Home delivery.

If the User modifies the order, the difference between the amount of the earlier order and modified order will also be blocked on his/her card account. The User will receive email notification of this as well.

Kifli.hu Shop Kft. does not block amounts of money; only the card issuing bank of the User blocks and releases amounts. Kifli.hu Shop Kft. declares that after receipt of the paid products, the system sends an automatic message on the payment transaction to the bank managing the card account used by the consumer, but the bank lifts the blocking according to its own notice in effect. It follows that Kifli.hu Shop Kft. does not assume any responsibility for the time needed to release the blocked amount. The Consumer should turn to its bank with any related complaints.

If the User cancels his/her request in accordance with provisions of the GTC, or does not accept the delivered products, the amount blocked as per the above paragraph shall be released within 20 business days at the latest, depending on the practice of the given financial institution.

Before selecting the products, the User is required to ensure that his/her bank card is activated by the issuing bank for online payment, and to check whether the validity of the bank card has

not expired before the date on which the products are expected to be received. If the bank card of the User becomes invalid on the date on which Kifli.hu Shop Kft. delivers the products, Kifli.hu Shop Kft. will not deliver the products.

XV. Billing After payment, the consumer will receive an online invoice to the email address provided during registration. The invoice only indicates items received by the consumer and the amount actually paid after ordering. The image of the electronic invoice will in each case remain accessible on the user profile page, under the menu item “My previous orders”. The sent online invoice cannot be electronically stored – it must be printed in each case through the link provided in the received email. The online invoice is equivalent to a paper-based invoice, as if the issuer had sent the same by post. It is not an electronic invoice, therefore it cannot be exclusively stored electronically.

Based on the Consumer’s email platform settings and the rules of the email provider, it is possible that the email containing the invoice is placed not in the inbox, but in the “Spam” folder, therefore if the Consumer does not receive the invoice after shopping, it may be worthwhile for him/her to check this folder.

The Online Invoice issued by Kifli.hu Shop Kft. is not suitable for proving the origin of excise goods in case of resale.

XVI. Denial of receipt of products, withdrawal from the contract, i.e. return of products

The User has the right to deny receipt of all or any selected products without justification, provided that denial of a part of measured products is not permitted. If the User denies receipt of all products, he/she is not required to pay a service fee. The price of rejected products will obviously not be deducted from the bank account of the User.

Additionally, the User has the right to withdraw from the contract within 14 calendar days from receipt of the product(s) without justification, which means that he/she may return the received product(s) by the above deadline without giving reasons. In such a case the User shall consult with the customer service of Kifli.hu Shop Kft. as to the details of the return within 14 days from issuing the statement on withdrawal.

Kifli.hu Shop Kft. shall repay the purchase price of the returned products without delay, but within 14 calendar days from becoming aware of the withdrawal at the latest, or the User may at his/her discretion choose other products in place of the returned products. (The price of the products paid during their delivery-acceptance is the basis for determining the purchase price.)

In the event of withdrawal, the User shall be liable for any diminished value of the products resulting from the use of the products other than what is necessary to establish the nature, characteristics and functioning of the products.

The User may not exercise such right in relation to perishable foods or foods preserving quality for a short period (e.g. baby food), image and/or audio recordings in sealed packaging, computer software products if the User has opened its packaging, products that by nature unavoidably mix with other products after delivery, and products in sealed packaging that by nature (e.g. for hygiene or health reasons) cannot be returned after opening (e.g. cosmetics, underwear etc.), even if these are not opened. If the User withdraws from the contract within 14 days without justification, he/she has two options to return the products to www.kifli.hu :

o If the User submits a new order and receives it, he/she may return the contents of the order previously withdrawn to the person (courier) performing the delivery.o The User may send the items to be returned by post to the Budapest address provided by the customer service of www.kifli.hu. In this case the User shall bear the postal expenses.

The right of withdrawal may be exercised with the declaration included in Appendix 1 or the explicit, unilateral declaration of the User. In case of withdrawal, please contact our customer service.

In case of products subject to withdrawal, Kifli.hu Shop Kft. shall repay their purchase price concurrently with withdrawal, but within 14 days from receipt of the declaration on withdrawal at the latest, in the form of a redeemable coupon on the kifli.hu site or by bank transfer, at the discretion of the shopper. Kifli.hu Shop Kft. has the right to withhold repayment until it receives the returned product(s), or until the User provides proof that he/she has sent such product(s) back.

The clause hereunder is obviously without prejudice to rights due to the User with regard to complaints related to faulty products under relevant legal regulations in force and Clause XIX of the GTC.

XVII. Returnable packaging

In the cart the price of packaging (deposit fee) is added to the price of products sold with returnable packages, environmentally conscious reusable packaging. The price of packaging is indicated in each case on the invoice concerned. Returnable packaging may be returned directly to the delivery person (courier). Our colleagues record returned packaging received in the warehouse in the system; the amount of the deposit fee is automatically credited to the User's customer account, which he/she may use for the next purchase. If requested by the buyer, we shall pay the amount of the deposit fee by bank transfer. Please indicate such request to our customer service.

XVIII. Complaints, complaint management, liability for defects, product warranty, commercial guarantee

The User may deny receipt of products that are defective for any reason at the time of delivery-acceptance. If the product is found to be defective at the time of delivery-acceptance only after delivery (or the cause of the defect had already existed at such time), the Buyer has a right to a complaint in this case as well, which he/she may submit through the customer service of the Service or by email.

Additionally, the User may submit complaints relating to the conclusion of the contract, the distribution of products, and the behaviour, activity or omission of the person directly involved in sales verbally or in writing, through the contacts specified in Clause XIX. Kifli.hu Shop Kft. shall immediately review verbal complaints and remedy these as appropriate. If the User disagrees with the management of the complaint, or the immediate review of the complaint is not possible, or the User submitted a complaint in writing, Kifli.hu Shop Kft. shall respond to the complaint within 30 days.

To settle any disputes relating to the quality, safety of products, application of product liability rules, the quality of services, and the conclusion and performance of the contract between the parties (hereinafter referred to as consumer dispute) out of court, the User has the right to

request the procedure of the arbitration board attached to the county (capital) chambers of commerce and industry.

Contact details of the arbitration board where Kifli.hu Shop Kft. has its registered office:

Complaints may be submitted to the Budapest Arbitration Board at: H-1016 Budapest, Krisztina krt. 99. III. em. 310. Email address: bekelteto.testulet@bkik.hu Fax: +36 (1) 488 21 86 Phone: +36 (1) 488 21 31 <http://bekeltet.hu/kerelem/> or through the online dispute resolution platform: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>

Appendices 1 and 5 set out the obligations of Kifli.hu Shop Kft. relating to liability for defects, product warranty and commercial guarantee.

XIX. Miscellaneous provisions

Information relating to products shown on the www.kifli.hu website serve advance information purposes. The packaging of the product purchased (received) by the User contains information on the properties of the given product, relating to its composition and use/utilisation, therefore after receipt of the product the User shall thoroughly read and understand such information for his/her and others' safety.

The GTC regulates conditions for using the Service, thus the provisions thereof become an integral part of the sales contract at the time of conclusion of the sales contract with the User. The GTC shall be governed by the laws of Hungary. If upon the single or repeated breach of the GTC, Kifli.hu Shop Kft. does not exercise rights it is due in relation to the breach of contract, this shall not be deemed a waiver of any such rights.

Kifli.hu Shop Kft. shall not be responsible for any statements, declarations and other content shown on articles it sells.

XX. Contact details of Kifli.hu Shop Kft.

- Website: www.kifli.hu
- Email address of customer service: info@kifli.hu
- Customer service phone number: +36 80 444 333
- Postal address of customer service: H-1106 Budapest Jászberényi út 45.
- Business hours of customer service:
 - o Sunday – Thursday: 07:00 a.m. – 10:00 p.m.
 - o Friday – Saturday: 07:00 a.m. – 11:00 p.m.

The GTC hereunder shall enter into force on 25 May 2023.

Appendix 1

Sample withdrawal notice

The User has the right to withdraw from this contract within 14 days without giving justification.

The withdrawal deadline shall expire 14 days from the date on which the User or the third party appointed by him/her, other than the carrier, receives the product / last product.

If the User wishes to exercise his/her right of withdrawal, he/she shall send (we recommend that it be sent by post or electronic mail) the specific declaration containing the intention to withdraw to any of the addresses stated in Clause XXI of the GTC (H-1106 Budapest, Jászberényi út 45. or info@kifli.hu). For this purpose, the User may also use the sample declaration on withdrawal below.

The User exercises his/her right of withdrawal by the deadline if he/she sends the declaration on withdrawal before the above deadline.

Legal effects of withdrawal

If the User withdraws from the contract, we shall reimburse all paid consideration immediately, but not later than 14 days from receipt of the declaration on withdrawal. When making the reimbursement, we use the payment method identical to the one used in the original transaction, unless the User gives his/her explicit consent to use of a different payment method; the User shall not incur any additional costs whatsoever for use of such method of reimbursement.

If the right of withdrawal is exercised simultaneously with receipt of the products, we shall return the products and Kifli.hu Shop Kft. shall bear the cost of the return of the product(s).

If the User exercises his/her right of withdrawal after receipt of the product(s), the User shall contact the customer service of Kifli.hu Shop Kft. and arrange for the return of the product(s).

The User shall be liable for the diminished value of the product(s) only if resulting from the use of the products other than what is necessary to establish the nature, characteristics and functioning of the product(s).

Sample declaration on withdrawal

To: Kifli.hu Shop Kft., H-1106 Budapest, Jászberényi út 45.

I/we the undersigned hereby declare our intention to exercise my/our right of withdrawal in relation to the following contract on the sale of products:

Date of contract / date of receipt:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (only if the declaration is issued on paper)

Dated

Appendix 2

Sample notice on liability for defects, product warranty and commercial guarantee

1. Liability for defects When can you exercise your right related to liability for defects?

In the event of defective performance by Kifli.hu Shop Kft., you may effect a claim related to liability for defects under rules of the Civil Code.

What are your rights for your claim related to liability for defects?

You may at your discretion make the following claims related to liability for defects:

You may request a repair or replacement, unless it is impossible to satisfy the claim you choose, or it results in disproportionate additional costs for the undertaking in comparison to the satisfaction of other claims. If you did not or could not request a repair or replacement, you may

request the proportionate reduction of consideration, or you may arrange for the repair of the defect by you or a third party, at the cost of the undertaking, or, as a last resort, you may even withdraw from the contract.

You may switch your chosen right related to liability for defects, but the buyer bears the cost of such switch, unless it was justified or was caused by the undertaking.

For how long can you make your claim related to liability for defects?

You are obliged to give notification of the defect after its detection without delay, but within two months from the detection of the defect, at the latest. However, you may not exercise your right related to liability for defects after the two-year limitation period from performance of the contract.

Against whom can you make your claim related to liability for defects?

The claim related to liability for defects may be made against Kifli.hu Shop Kft.

What other conditions apply to exercising rights related to liability for defects?

Beyond notification of the defect, no other conditions apply to making a claim related to liability for defects within six months from performance if you prove that the product or service was provided by Kifli.hu Shop Kft. After six months from performance, however, the buyer is required to prove that the defect he/she detected had already existed on the date of performance.

2. Product warranty

When can you exercise your product warranty rights?

In case of the defect of movable property (products), you may opt to exercise your right under Clause 1 or to claim a product warranty.

What are your rights based on your product warranty claim?

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

When is a product considered defective?

A product is defective if it does not meet quality requirements in force at the time of its placing on the market, or it lacks the properties stated in the description provided by the manufacturer.

How long can you make product warranty claims?

A product warranty claim may be made within two years from the product's placing on the market by the manufacturer. You will lose such right after expiry of such deadline.

Against whom and under what other conditions can you make a product warranty claim?

You have the right to claim a product warranty only from the manufacturer or distributor of the movable property. The buyer is required to prove the defect of the product when claiming a product warranty.

In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) is exempted from its product warranty obligation only if it can prove that:- it did not manufacture or place on the market the product within the scope of its

business activity, or- the defect could not be detected at the time of the product's placing on the market according to the current state of scientific and technical knowledge, or- the defect of the product is the result of the application of law or mandatory administrative requirements.

It is sufficient for the manufacturer (distributor) to prove a single cause for exemption.

Please note that a claim related to liability for defects and a product warranty may not be made simultaneously, in parallel for the same defect. If, however, your claim for a product warranty is successful, you have the right to make a claim related to liability for defects against the manufacturer in relation to the replaced product or repaired part.

Images used on the website are only illustrations.

Last revision: 25.05.2023

Terms of Service for www.kifli.hu Premium Members

These Terms of Service for Premium Membership (hereinafter: "Terms of Service") lay down the description and terms of use of Premium Membership Services (hereinafter: "Service") available at the website www.kifli.hu (hereinafter: "Kifli.hu website or Website") and the mobile web application (hereinafter: "Mobile Application") of Kifli.hu Shop Korlátolt Felelősségű Társaság (registered seat: H-1098 Budapest H-1106 Budapest, Jászberényi út 45.,: company registration number: 01-09-339560, registered by the Company Registry Court Budapest Environs Regional Court, tax number: 26693075-2-43, hereinafter: "Kifli.hu").

Last review and effective date of the Terms of Service: 25 May 2023

I. Introductory provisions

The provisions of these Terms of Service lay down the terms and obligations associated with the Premium Membership service offered by Kifli.hu.

II. Use of Service

The prerequisite of eligibility to the Premium Membership service offered by Kifli.hu is that the customer intending to buy items offered by Kifli.hu through the Website and/or the Mobile Application (hereinafter: "Customer") enters into a contract with Kifli.hu on the use of Premium Membership services (hereinafter: "Contract"). These Terms of Service govern the rights and responsibilities arising from/in connection with the Contract.

Customer may request a so called premium membership (hereinafter: "Premium Membership") through the Website or the Mobile Application, and with a valid membership, Customer is eligible for the benefits of Premium Membership.

As of the term of the Contract, Customers may choose from the following options: 1. **Monthly Premium Membership** - monthly recurring membership, with a monthly payment via automatic collection; or 2. **Annual Premium Membership** - annually recurring membership, with an annual payment via automatic collection.

The monthly Premium Membership fee is HUF 2799/month, while annual Premium Membership fee amounts to HUF 27990.

Premium Membership entitles the Customer to the following benefits:-

- free delivery to the delivery zones specified by Kifli.hu on the Website;
- the option of free delivery without a minimum order value, 4 times monthly;
- free express delivery, 4 times monthly in Budapest depends on the capacity;
- priority processing of complaints on technical issues concerning products delivered by Kifli.hu;
- a guaranteed 15% discount for products specified by Kifli.hu;
- for each delivery delayed by more than 30 minutes, one month of free Premium Membership (both for monthly and annual memberships);
- guaranteed same day delivery for orders placed until 4:00 PM.

The actual and full list of benefit options for Premium Members is available on the Website.

Memberships can be activated upon logging in to the user's account at the Website by clicking on the button "Kifli.hu Premium" The Customer can choose the term (monthly or annual Premium Membership) by clicking on either the "**Monthly Premium Membership**" or the "**Annual Premium Membership**" button. Then, the Customer is redirected to a secure online payment platform, where, upon entering the bank card details, the monthly or annual Premium Membership fees can be cleared.

Upon payment of the membership fee, Kifli.hu sends to the Customer a duly issued receipt or invoice through the Customer's user account.

Kifli.hu reserves the right to suspend the activation of new Premium Memberships for the time period absolutely necessary, if due to the increase of Premium Members, the quality of services or benefits offered by the Premium Membership would decline.

III. Cancellation of Contract

Pursuant to the effective legislation, Customers shall be entitled to cancel the Contract on Premium Membership within 14 days of conclusion, without specifying the reason. The Customer shall cancel the Contract (and notify Kifli.hu of the cancellation) by using the following method:

1. a written cancellation statement sent to Kifli.hu's registered seat;
2. a statement of cancellation sent to info@kifli.hu , or
3. by telephone, calling +36 80 444 333 and stating the fact of cancellation. The line is recorded.

Upon a due cancellation of the Contract, the Premium Membership fee will be refunded to the Customer without delay, but within 14 days of delivery of Customer's statement of cancellation to Kifli.hu, to the bank account used by the Customer when making the original payment. With Customer's express approval, the Premium Membership fee may be refunded by way of credits

to Customer's user account, meaning that the refund can be used to pay for future orders. Refunds to the user account shall be available for purchases for an indefinite period.

IV. Termination of Premium Membership

Customers may terminate Premium Membership prior to expiration. Upon cancellation of the Service, Premium Membership fees already paid will not be refunded. This does not apply for cases where the Customer cancels Premium Membership between the 15th and 30th days after requesting the services. In such cases, Kifli.hu credits the Premium Membership fee to Customer's user account. Refunds to the user account shall be available for purchases for an indefinite period.

After 30 days of signing up to the Premium Membership services, Customer shall only be entitled to membership fee refunds, if Customer has not used any Premium Membership benefits. In such cases, Kifli.hu credits the Premium Membership fee to Customer's user account. Refunds to the user account shall be available for purchases for an indefinite period.

Customer may terminate Premium Membership without specifying the reasons by:

1. a written cancellation statement sent to Kifli.hu's registered seat;
2. a statement of cancellation sent to info@kifli.hu , or
3. by telephone, calling +36 80 444 333 and stating the fact of cancellation. The line is recorded.
4. through Customer's user account, by disabling automatic renewal of the Premium Membership, where Premium Membership will be automatically terminated upon expiry.

V. Liabilities and Warranties

Kifli.hu may not be held liable for any damages or consequences resulting from or arising in connection with Customers' conduct, the way the Website is used, or any circumstances within Customer's responsibility.

Force majeure events, unavailability of the Website or any operation thereof that is different from the operation specified in Kifli.hu's information leaflets is also outside of Kifli.hu's liabilities.

Kifli.hu reserves the right to temporarily suspend Premium Membership benefits. Said suspension of services is only permitted upon unforeseen circumstances resulting in the potential or actual overuse of Kifli.hu's capacity.

Kifli.hu disclaims any and all liabilities for the uninterrupted, error-free and secure operation of the Website. Kifli.hu disclaims any and all liabilities for the consequences resulting from the content of advertisements created by third parties and published through the Website, from unauthorized access to the Website by third parties or from non-compliant use of the Website. Kifli.hu disclaims any and all liabilities for services provided by third parties in connection with the Services (including but not limited to the online payment provider or partners delivering the orders), for the consequences of said companies' conduct, or for the rights and obligations resulting from their services.

VI. Closing Provisions

Kifli.hu shall be entitled to make reasonable changes or amendments to the terms of requesting the Services at any time; the fact of this shall be notified to Customers via an electronic

message or any other suitable way in advance, in a way to provide them with the opportunity to familiarize with the new text of the terms of requesting Premium Membership without undue difficulties. Should the Customer not agree with the amendment of the terms of Premium Membership, Customer shall be entitled to cancel the Contract with a one month notice period, starting from receipt of the Customer's cancellation notice by Kifli.hu.

If any of the provisions of these Terms of Service be or become invalid or ineffective, this provision shall be replaced by a provision closest to the original intent of the original invalid or ineffective provision. Should any of the provisions become invalid or ineffective, this will not affect the validity or effect of rest of the terms of availing Premium Membership services.

These Terms of Service shall be effective as of 25 May 2023.