



**GENERAL TERM AND CONDITIONS**  
**Kifli.hu Shop Limited Liability Company**

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## GENERAL TERM AND CONDITIONS

### Kifli.hu Shop Limited Liability Company

#### 1. INTRODUCTORY PROVISIONS

These General Terms and Conditions (hereinafter referred to as "GTC") govern the terms and conditions of Kifli.hu Shop Korlátolt Felelősségű Társaság (registered office and postal address: 1106 Budapest, Jászberényi út 45., branch office: HU-2051 Biatorbágy, Mészárosok útja 6., company registration number: 01-09-339560, registration court: Fővárosi Törvényszék Cégbírósága, tax number: 26693075-2-44, e-mail address: [info@kifli.hu](mailto:info@kifli.hu), telephone number: 06 80 444 333) hereinafter referred to as "Kifli.hu") on the website [www.kifli.hu](http://www.kifli.hu) and in the "Kifli" mobile application available online shopping platform (hereinafter referred to as "Online Shop") (hereinafter referred to as "Service").

In addition to these Terms and Conditions, we have special terms and conditions that set out the terms and conditions of certain of our other services, products, sweepstakes and club memberships (the "Special Terms"). These Special Terms take precedence over these Terms and Conditions. In matters not governed by the Special Terms, the provisions of these General Terms and Conditions shall apply.

**Kifli.hu provides retail services. The purchase of products for resale is not permitted. Kifli.hu reserves the right to refuse or restrict an order, and/or request additional information from the Customer, if resale is suspected.**

The Service is available to legal entities and natural persons over 18 years of age who register in the Online Shop, accept the GTC and consent to the processing of their personal data (hereinafter referred to as "Customer").

**If a non-natural person wishes to use the Service in accordance with the present GTC, the non-natural person must enter the data required for issuing an invoice (company name, registered office, company registration number, tax number, e-mail address) during registration in the Online Shop. You can find more information in Section 10.**

These GTC contain the rules of ordering and the basic provisions of the contract between the Customer and Kifli.hu.

The language of the contract is English.

The order placed in the Online Shop is not a written order, but a declaration of rights made by implicit conduct, so the contract concluded electronically between the Customer and Kifli.hu is not a written contract, they are not filed by Kifli.hu, so they are not accessible and cannot be viewed afterwards.

#### AMENDMENT OF THE GTC

Kifli.hu is entitled to unilaterally modify the GTC. In the event of a material amendment to the GTC, Kifli.hu shall notify its Customers by e-mail of the entry into force of the new GTC. The amendment of the GTC shall not affect the rights and obligations existing under the previous version of the GTC. By placing an order in the Online Shop, the Customer accepts the GTC in force at the time of placing the order.



## 2. CUSTOMER ACCOUNT

### 2.1 Create a customer account

Registration is a condition of purchase in the Online Shop. If the Customer starts his/her order on the kifli.hu website, we will automatically create a customer account for the Customer upon completion of the first order to facilitate future purchases. This will be notified to the email address provided by the Customer.

#### **How to set up a customer account?**

To create a customer account, you can use the options offered by Kifli.hu: automatic registration on the kifli.hu website at the same time as your first order, registration via external services (e.g. Apple, Google, Facebook) and registration in the Kifli app. Once you have provided the required information and accepted the GTC, we will send you an email confirming your intention to create a customer account. To finalise the registration, the Customer must confirm it via the link provided in the e-mail.

During registration, the Customer is required to provide certain personal information. To protect your data, we ensure that it is processed only in accordance with [our Privacy Policy](#).

If you register through an external service provider (e.g. Apple, Google, Facebook), that service provider's own policies may apply. Therefore, please be aware of these terms and conditions if you register in this way.

#### **By creating a customer account, the Customer acknowledges that:**

- (a) the use of the Online Shop, including the placing of orders and the conclusion of sales contracts, is governed by the provisions of these GTC;
- (b) you will receive emails from us (e.g. confirmation of registration or fulfilment of orders), or we may contact the Customer in other ways (by phone, SMS) to process or deliver orders or to resolve any problems that may arise;
- (c) are responsible for the security of their account and must choose an appropriate, secure password, which they keep confidential;
- (d) we may ask for proof of identity or age when selling certain products (see 8.4 of these GTC);
- (e) the services of the Kifli.hu account and Kifli.hu are sometimes unavailable, for example due to maintenance or technical problems.

### 2.2 Security

During the registration process, the Customer must create a password for their customer account. The Customer is obliged to keep this password confidential and not to disclose it to any unauthorised third party. The Customer is fully responsible for all transactions made from his/her account. The Customer is obliged to inform Kifli.hu immediately if he/she suspects that his/her password has been misused or obtained by a third party(ies). If the Customer's suspicion is justified, Kifli.hu shall be entitled to block the Customer's account and at the same time request the Customer to change his/her password. Kifli.hu shall not be liable to the Customer for any damage incurred as a result of the Customer disclosing or misusing his password, either by the Customer or a third party.



### 2.3 Delete your account

If you decide to delete your account, you can do so by logging into your account and selecting the Delete account option. If you need assistance with deleting your account, please contact us by e-mail at [info@kifli.hu](mailto:info@kifli.hu) or call our customer support team on 06 80 444 333.

Kifli.hu reserves the right to temporarily or permanently ban the account of Customers who seriously or repeatedly violate these GTC or the Special Conditions. In such cases, the cancellation of the account may result in the loss of unused credits and other credits without refund, unless they have been generated in one of the following ways:

- (a) based on a legitimate complaint (e.g. defective, damaged or incomplete products);
- (b) a valid top-up of a gift voucher that has not yet been used.

The value of these will be transferred back to the Customer's bank account.

### 2.4 Artificial intelligence tools

At Kifli.hu, we are moving with the times and therefore we use and implement artificial intelligence (“AI”) tools, i.e., software systems that use algorithms to simulate aspects of human thinking to perform specified tasks. Although they may mimic certain human functions or behaviors, they have no consciousness or emotions and operate solely on the basis of programming. On Kifli.hu Online Shop, these tools may be available to customers as an additional service to simplify the search for goods, placing the order or for any other purpose serving to improve the customer's shopping experience.

Due to the nature of AI tools, Kifli.hu cannot guarantee the complete accuracy or precision of the information provided or actions taken in this way. AI tools are not primarily intended to provide medical, diabetes or other specialized advice and recommendations. Customers should not rely on the information provided by an AI tool as a substitute for professional medical or diabetes advice and should always contact a qualified professional for specific advice regarding their health or diet.

Kifli.hu is not liable for any harm resulting from improper use of or information provided by AI tools in the Kifli.hu Online Shop. Customers use AI tools at their own risk.

### 2.5 Terms of Use for the Maia Chatbot

Chatbot Maia, also available as a voice-controlled voicebot, is our AI shopping assistant (“Maia”), and therefore, the provisions of Article 4.2 of our GTC fully apply to it. Please note that we continuously improve and refine Maia, which may result in temporary unavailability due to technical issues, maintenance, or outages. Additionally, access to Maia may be limited to a specific group of customers. Rohlik.cz is not liable for any damages or losses caused by such unavailability.

Maia is here to enhance your shopping experience. It can help you select products from the range available on the Kifli.hu Online Shop, provide cooking tips, assist in meal planning and even recognize ingredients from meal photos. You may also use Maia to place an order and complete online payment using the payment card saved in your customer account. Additionally, Maia may be capable to further assist with managing your order, including filing a complaint or cancelling the order and perform other tasks within its current technical capabilities.

Maia must not be used for any illegal activities. Please do not enter any queries or commands that could be associated with such actions.

Maia does not actively verify users’ age and does not recommend products with age restrictions (e.g., alcohol).

Based on your instructions and the availability of products on Kifli.hu, Maia may add, remove, or replace



items in your shopping cart. Please review the cart's contents after your interaction with Maia.

When you're ready to complete your order, Maia will guide you through selecting a delivery time, payment method, and other delivery details. Please note that entering or modifying certain delivery details may only be possible through the standard checkout.

Before submitting, Maia will present a full order summary covering the final price including the delivery costs, and complete delivery information. Your order is then confirmed by your explicit consent, expressed in the form required by Maia. By confirming your purchase you also agree to this GTC and our Privacy Policy, both of which Maia will bring to your attention and make available for review beforehand.

Although Maia is still getting better, it remains an AI tool and can make mistakes. Always review your cart contents and delivery details before finalising any order — whether through Maia or the standard checkout.

Some functionalities of the Kifli.hu Online Shop may also not be available through Maia. This applies in particular to the activation of additional services, such as the Reusable Bags service or Xtra membership. When completing an order using Maia, not all payment methods covered by this GTC may be available either.

Kifli.hu is not responsible for any damages, harm, or adverse consequences resulting from the use of Maia's responses, recommendations, or other provided information, including any inaccurate, incomplete, or misleading data. Furthermore, Kifli.hu is not liable for any losses or damages arising from incorrect additions, removals, or replacements of items in the cart, especially if the customer does not review these modifications before completing the order.

Maia is not intended to provide professional advice in the fields of medicine, nutrition, or dietetics. Please verify any product-related information on the product detail page or contact customer support, which remains available for precise and important inquiries.

For information on how Maia processes your personal data, please refer to our [Privacy Policy](#).

### **3. GENERAL CONDITIONS FOR USING THE ONLINE SHOP**

In the Online Shop, Kifli.hu presents the products that the Customer can select when placing an order. Information and descriptions of the products are provided on the product data sheet. The product range shown in the Online Shop is for information purposes only. The Customer may compile his order on the basis of the current product range.

Kifli.hu delivers orders from multiple warehouses. The product range displayed in the Online Shop, product availability, and the prices shown may vary depending on the delivery address provided or selected by the Customer and the Kifli.hu warehouse assigned to serve that address. Accordingly, product availability and prices may be updated after the Customer logs in and/or provides or selects a delivery address. The price applicable to the Customer is the gross price displayed after the delivery address has been selected on the product page or in the cart – especially at the time the order is finalised (in the pre-payment order summary) – and as confirmed in the order confirmation.

Please note that certain products are only available to customers with an Xtra Membership. These products are always clearly marked as such. You can find more information about the Xtra Membership in the Online Shop. On the Online Shop interface, you have the opportunity to correct any data entry errors at any stage of the ordering process before submitting your order (for example, by clicking the 'X' button to remove a product from your cart).



**As a customer, you undertake to:**

- (a) not pay for the goods in a way that circumvents or infringes the rights of third parties and you declare that you have the right to dispose of the funds used to make the purchase.
- (b) not register multiple or fake customer accounts or register customer accounts in an abusive manner.
- (c) not acquire, monitor or copy the contents or information of the Online Shop, either by automated means or manually, without the prior written consent of Kifli.hu.
- (d) not violate or circumvent measures taken to prevent or restrict unauthorized access to the Online Shop and refrains from any action that may cause undue strain on the Online Shop's infrastructure.
- (e) not directly or indirectly infringe the rights of third parties or violate the law by using the Online Shop.
- (f) be fully and solely responsible for its own conduct.

If Kifli.hu detects or has reasonable grounds to suspect any abuse, misuse or unlawful use in connection with the Online Shop or the Customer's account, it has the right to suspend or permanently delete the Customer's account.

#### **4. ORDERINGS**

##### **4.1 Start shopping without creating an account**

You can start shopping in the Online Shop without creating an account. Simply add the products you want to buy to your shopping cart and follow the steps to complete the order. We need at least your contact details to process your order. Without this information we will not be able to fulfil your order. Your data will of course be processed in accordance with [our Privacy Policy](#).

In order to facilitate future purchases, we will automatically create a customer account for you when you place your first order and send you information about it to the email address you provided when you placed your order.

##### **4.2 Ordering after creating a customer account**

If you already have an account, please log in with your email address and password before making a purchase.

Once you have logged in, add the products you want to your shopping cart and follow the steps to complete your order. Before finalising your order, please check the accuracy of the information provided and the estimated price of your order. The final amount of the order may vary depending on the exact weight of the goods, more information on which can be found in Section 8. of this GTC.

If you have a customer account, you can also place an order using our chatbot Maia. This process is described in Article 2.5 of this GTC.

##### **4.3 Fulfilling the order and concluding the sales contract**

Kifli.hu confirms the receipt of the order sent by the Customer without delay, but within 48 hours at the latest, by means of an automatic confirmation e-mail, which contains the data provided by the Customer (name, telephone number, delivery information, etc.), the order ID, the list of products ordered, quantity, price, delivery/receipt fee and the final amount to be paid. The Customer shall be exempted from the



obligation to make an offer if he/she does not receive the confirmation e-mail from Kifli.hu without delay, but within 48 hours at the latest, and is therefore not obliged to purchase the products included in his/her order. A contract of sale is concluded between Kifli.hu and the Customer in relation to an order for products placed in the Online Shop when Kifli.hu sends the Customer an order confirmation e-mail. Until that time, none of the statements or actions of the Customer or Kifli.hu shall be construed as an offer or acceptance thereof. The contract between the Customer and Kifli.hu shall be concluded on the date on which the Customer's order is confirmed by Kifli.hu by e-mail. Based on Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses, the contract thus concluded shall be deemed to be a contract concluded electronically in Hungarian, which Kifli.hu shall not register. The order and its confirmation shall be deemed to be a contract concluded by electronic means, which shall be governed by Act V of 2013 on the Civil Code, Act CVIII of 2001 on certain aspects of electronic commerce services and information society services. The contract is subject to the provisions of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

#### 4.4 Discount codes provided by Kifli.hu (including influencer discount/coupon codes)

For each order, the Customer may use a maximum of one discount code (including coupon codes, promo codes and influencer discount codes). Discount codes may not be combined, and only one type of discount may be applied per order, unless Kifli.hu expressly provides otherwise in the specific terms and conditions of the relevant discount.

#### 4.5 Substitute product

We may not be able to deliver some products due to stock shortages. In such cases, we will adjust the final order amount by cancelling the unavailable goods. If substitute products are available, we will notify you by SMS or phone on the phone number in your customer account and offer the substitute product for delivery. You have the right to refuse the substitute product either at the time of prior notification or at the time of personal collection. If the replacement product is more expensive than the one ordered by the Customer, we will pay the difference. If the substitute product is cheaper than the one ordered by the Customer, we will deduct the difference from the total amount payable by the Customer.

#### 4.6 Changes in confirmed orders

##### 4.6.1 Add more products

Depending on the delivery date you choose, we will provide you with the option to add additional products to your order (hereinafter "**Basic Order**") within a specified time frame (hereinafter "**Additional Order**"). We will inform you of the time frame when you confirm your order. The additional products will become part of the original order and will be included in the same invoice. In such cases, no additional delivery charge will be made. This option is not available if the original order was paid in full **with credits**.

##### 4.6.2 Special provisions relating to Basic Orders and Supplementary Orders

###### (a) **Xtra Membership service** in case of Basic and Supplementary Orders:

Xtra Membership allows the Customer to make 4 (four) purchases per month below a minimum order value of HUF 12,000 ("**Minimum Order Value**"). If the value of the Basic Order is less than the Minimum Order Value, 1 (one) of the opportunities to purchase without the Minimum Order Value will



be considered used even if the value of the Additional Order or the total value of the order together with its value exceeds the Minimum Order Value.

**(b) Gifts** in case of Basic and Supplementary Orders:

If the Customer purchases a product for which the Customer is entitled to a gift under any promotion, the gift is only available to the Customer for the product ordered as part of the Basic Order, and the Customer is not entitled to a gift related to the product as part of the Additional Order.

**(c) Use of credits** in case of Basic and Supplementary Orders:

The credits available in the Customer's account can only be used for the Basic Order, and the Supplementary Order cannot be fully or partially settled with credits.

**(d) Discount codes** in case of Basic and Additional Orders:

Kifli.hu may from time to time cooperate with third parties for promotional purposes. If the Customer is entitled to a discount code in this context, the Customer may use the discount code only once (e.g. influencer name/account2000) and only during the Basic Order. If Kifli.hu detects or suspects abuse, it has the right to suspend or terminate the Customer's account.

**(e) Shipping costs** in case of Basic and Additional Orders:

Free shipping is available if the value of the Basic Order exceeds the free shipping limit. If the amount of the Basic Order does not reach the applicable free shipping limit, the Customer is not entitled to free shipping even if the value of the Additional Order or the total value of the order together with its value exceeds the applicable free shipping limit. Therefore, only the value of the Basic Order shall be taken into account when determining the value of the free delivery.

#### 4.6.3 Other changes

If you would like to modify your order, our Customer Service is at your disposal at the contact details specified in Section 17. of this GTC. Please note that it is not possible to modify orders in the process of packaging and delivery.

#### 4.7 Delivery and acceptance of the order

Orders are delivered by courier service to the address provided by the Customer. The Customer is obliged to accept the order unless he/she exercises his/her statutory right of withdrawal. Upon receipt of the goods, the risk of damage to the goods is transferred to the Customer.

If the Customer accepts the order but does not pay for the order after Kifli.hu's written request, we reserve the right to temporarily block the Customer's account. If the order is not paid within 14 days of the temporary blocking, we reserve the right to delete your account. The blocking or deletion of your account does not terminate Kifli.hu's right to claim the value of the order.

#### 4.8 Discounts depending on the value of the basket

Please note that in the case of any discounts or rebates subject to a value limit, only the price of the products ordered will be taken into account when assessing whether the value limit has been reached (e.g. deposit fees, mandatory redemption fees, tips, delivery fees, reusable bag fees, etc. will not be taken into account).



#### 4.9 Complaints

If you receive a defective, damaged or incomplete order/product, you shall be entitled to the rights set out in Section 14. of this GTC.

#### 4.10 Show the content of the Online Shop

Our online shop offers a personalised shopping experience based on your previous purchases and your account. This helps us to bring your favourite products to the top of our search results to make shopping faster and more convenient. Sponsored products are always marked separately and are not personalised offers.

### 5. AVAILABILITY OF DELIVERY, DELIVERY TIMES AND DELIVERY CHARGES

5.1 Delivery times and delivery charges may vary depending on the time and place of delivery. The Customer can find out about the [availability of delivery, delivery charges](#) and delivery time slots in the Online Shop or when selecting the delivery time (time slot) during the order process.

5.2 The Customer must ensure that the delivery address provided by the Customer is clearly identifiable. In the event of failure to do so, Kifli.hu shall not be liable for the home delivery or its non-delivery, or for any damages that may arise in this connection.

5.3 The Customer may request Kifli.hu to deliver the order to a specific floor or apartment. In this case, the Kifli.hu courier making the delivery will take all reasonable measures to deliver the order to the requested location, but the Customer must ensure that (a) the courier has the necessary conditions for entry and (b) there are no obstacles preventing entry (e.g. a closed main door). In other cases (e.g. office buildings, or buildings where access is subject to security control, access is impeded) Kifli.hu will deliver to the main entrance.

5.4 Kifli.hu will make every effort to deliver the products within the requested timeframe, but cannot be held responsible for any delay or failure to deliver due to facts and/or circumstances beyond Kifli.hu's control or beyond its reasonable control (e.g. traffic obstruction).

### 6. PAYMENT, PAYMENT TERMS, INVOICING

#### 6.1 Standard Payment Methods

The standard method of payment is payment in advance during the checkout process. The following options are available:

- **Online Card Payment:** Convenient payment using your credit or debit card (e.g., Visa, Mastercard);
- **Mobile Payments:** Fast and secure payment via Google Pay or Apple Pay.

#### 6.2 Pay-on-Delivery Service (Optional)

Customers who prefer to make the payment at the point of delivery may use the optional Pay-on-Delivery service. Due to the additional costs associated with this service (such as courier handling, cash management, payment reconciliation, and incident resolution), a fee is charged. The current fee is listed on our website and is always displayed in the order summary as "*Pay-on-Delivery*".

Under this optional service, the following payment options are available:

- **Cards and mobile payments via the courier:** Contactless payment using a card or virtual card (Google Pay, Apple Pay) directly into the courier's mobile terminal (Soft POS);
- **Cash:** Payment in cash directly to the courier.



## 6.3 Credits

The Customer may pay for his/her order with credits, provided that he/she has credits in his/her account at the time of placing the order. Select the appropriate payment method when completing your order if you wish to pay for all or part of your order with credits.

The possibility to credit credits to your customer account may change from time to time. Typically, credits may be credited from gift vouchers, complaints or other reasons as provided for in these GTC or provided by Kifli.hu.

Please note that credits can be used for a limited period of time (validity period). The validity period will be communicated to the Customer when the credits are credited in the Customer Account or you can check the validity period at any time in the Customer Account. If you are unsure about the expiry date of your credits, please contact Kifli.hu Customer Service at the contact details provided in the section 17. of this GTC. If you do not use the credits within the validity period, they will be deleted from your account at the end of the validity period.

In the event of cancellation of the account, unused credits will be lost without refund (except in the cases provided for in Section 2.3 of this GTC).

Please note that if you breach these GTC or our Special Conditions:

- (a) cancel your order (if unauthorised or illegally earned credits have been used to pay for the order);  
or
- (b) cancel credits from your account without a refund (for example, if they were obtained illegally or through illegal activity).

## 6.4 Other important information about payment

The prices shown in the Online Shop include VAT. The order is considered paid when the purchase price has been credited in full to Kifli.hu's bank account, when the courier is paid in cash on delivery or when the credits have been cleared from the customer account.

Ownership of the goods is transferred to you only when you have paid the full price.

We reserve the right, at our sole discretion, to refuse any payment transaction that is suspected of being fraudulent, money laundering or terrorist financing.

## 6.5 Billing

### 6.5.1 Availability of invoice and receipt (delivery note)

The invoice is issued electronically and is available at the Customer Account. We will only issue a paper invoice to the Customer if the Customer specifically requests it from us.

After payment, the Customer can download his/her invoice and the delivery note (receipt) for the order at any time from his/her customer account by clicking on his/her previous purchase in the Documents menu. The invoice contains the products that the Customer has received and the amount that the Customer has paid. The invoice is a paper invoice.

It is possible that e-mails from Kifli.hu may be sent to the "Spam" folder of the Customer's e-mail account, so if you do not receive our e-mail referring to the invoice and delivery note (receipt) after the purchase, please check the "Spam" folder of your e-mail account.



### 6.5.2 Issue of a VAT invoice

You can request a VAT invoice for your order only through the customer account available on the [www.kifli.hu](http://www.kifli.hu) website, when placing your order.

At the end of the checkout process on the [kifli.hu](http://kifli.hu) website, click on the Customer's name in the Proceed to checkout menu, select/tap the Enter billing details option, then enter the company name, registered office, company registration number, tax number and the e-mail address to which the Customer requests the invoice to be sent. The system will then automatically issue the VAT invoice. This process must be carried out separately for each order. If this is not done, the invoice for that order will be issued to the name and address provided in your account.

If the Customer wishes to request a VAT invoice for an Xtra membership or Gift Card purchase, he/she must enter the necessary billing information in the Billing details section of the Account menu before the purchase.

You can change the details of your invoice until the 10th day of the month following the month in which you receive your order. In the case of Xtra membership and gift vouchers, it is not possible to modify the invoice afterwards.

## 7. WITHDRAWAL FROM THE CONTRACT

7.1 The Customer may withdraw from the contract without giving any reason within 14 days of receipt of the order from the courier. If the order is delivered in several instalments, this period shall be calculated from the date of receipt of the last instalment.

7.2 The Customer may not exercise his/her right of withdrawal under Section 7.1 of this GTC (i) for perishable food or food that is of short shelf-life (e.g. (i.e. baby food), (ii) products containing sealed packaging containing video and/or audio recordings, computer software, if the packaging has been opened by the Customer, (iii) products which, after delivery, are inseparably mixed with other products by their nature, and (iv) sealed products which, by their nature (e.g. (iv) closed products (e.g. cosmetics, underwear, etc.) which, because of their nature (hygiene or health reasons), cannot be returned after opening, even if they have not been opened.

7.3 What to do with the goods in the event of withdrawal from the contract?

The easiest way to return goods in the event of a cancellation is to return them to the courier who delivered them to you. If this is no longer possible, please contact us at the contact details indicated in the Section 17. of this GTC (for faster contact, we recommend particular our e-mail address [info@kifli.hu](mailto:info@kifli.hu) or our telephone number +36 80 444 333. You can also use our model withdrawal form available in Appendix 1 of these GTC to communicate your withdrawal.

In case of withdrawal, you are obliged to return the products affected by the withdrawal at your own expense (within the withdrawal period) to the address specified in Section 17. of this GTC. Please note that the Customer is responsible for the depreciation of the Products, and therefore the Products must be returned to us intact and undamaged.

In the event of a valid cancellation, we will refund the price of the products (including delivery costs) to the Customer's bank account at the Customer's branch or to the bank account specified in the cancellation notice within 14 days of the return of the products or the confirmation of return.



If the Product is defective, the Customer's rights in relation to the defective Product are governed by Section 14. of this GTC. The withdrawal procedure under this Section 7. shall not apply to defective Products.

## **8. SPECIAL CATEGORIES OF GOODS**

### **8.1 Goods sold by volume**

Some of the products offered in the Online Shop are sold by weight (e.g. fruit, vegetables, cold cuts, meat, etc.). For such goods, the approximate weight of 1 piece (or other unit of measurement) of the product is indicated and may change from time to time ("reference piece"). The price displayed in the Online Shop is calculated as the ratio of the weight of the reference piece to the price of the goods per kilogram (or other appropriate unit of measurement). The actual price paid by the Customer is calculated on the basis of the weight of the goods delivered. [Example: 1 kilo of oranges costs 1000 Hungarian Forints. The reference piece weighs 250 grams and costs 250 Hungarian Forints. If the Customer puts two oranges in the basket, the price indicated in the basket is 500 Hungarian Forints. The actual weight of the two oranges delivered will be 600 grams (instead of the expected 500 grams calculated on the basis of the reference piece). The Customer will thus pay 600 Hungarian Forints for the two oranges.]

In the case of online payment, we temporarily block the higher amount due to weight discrepancies (approximately 30% of the value of the ordered item), as we do not know the exact weight of the ordered goods at the time of order confirmation. The unused amount (depending on the speed of your bank) will be released to your bank account within a few days after the order is delivered at the latest. If you pay by card or cash on receipt, we will inform you of the final price on receipt of the goods.

Please note that we reserve the right to deliver goods sold by weight with a weight difference (the weight difference must not exceed 30% of the total weight of the goods ordered). However, we will do our best to keep the difference as small as possible compared to the weight you have chosen in your order.

### **8.2 Goods sold by piece**

For goods sold by the piece, the Online Shop shows the final price of a piece of goods, regardless of its weight. (For example: 1 piece of cauliflower costs 1000 Hungarian Forints. If the Customer puts three cauliflowers in the basket, he pays 3000 Hungarian Forints, regardless of the actual weight of the cauliflower delivered.)

### **8.3 Alcoholic products**

The Customer may only place an order for alcoholic products if the Customer is over 18 years of age. The sale of alcoholic products to persons under 18 years of age is prohibited.

The courier is entitled to ask for an ID card to verify the Customer's age before delivering an order containing alcoholic products if a visual inspection is not sufficient to verify age. Without proof of age, the courier will not deliver the alcoholic products included in the order to the Customer. In this case, Kifli.hu shall terminate the sales contract in respect of the alcoholic products and refund the purchase price of the alcoholic products to the Customer without delay, provided that it has been paid by the Customer before delivery of the goods.

### **8.4 Returnable packaging**

In case of purchase of goods with returnable packaging, the price of the goods in the shopping cart will be added to the price of the packaging (deposit fee). The Customer can hand over the returnable packaging to the courier who delivers the goods. When the returnable packaging arrives at our



warehouse, the quantity of returned packaging is recorded and the price of the packaging (deposit fee) is credited to the Customer's account in the form of credits, which the Customer can use when making a purchase. If you wish to have the price of the packaging (deposit fee) credited to your bank account instead of being credited as a credit, please contact our Customer Service at the contact details indicated in Section 17. of this GTC.

#### 8.5 Products with mandatory redemption (DRS system)

When purchasing a product subject to a mandatory deposit fee (DRS product), the Customer pays a return deposit fee of HUF 50, which is automatically added to the price of the DRS product placed in the shopping cart.

Kifli.hu provides the Customers with the opportunity to return the packaging of products specified in this section through the Kifli.hu service. DRS products may only be handed over to the courier in a pre-sealed DRS bag provided by Kifli.hu, simultaneously with the delivery of the order. Upon delivery, the courier can provide a DRS bag at the Customer's request, which the Customer may then hand over - filled with the returnable DRS packaging - at the time of their next delivery.

The DRS bag must be available to the Customer at the time of delivery, and only pre-sealed bags may be handed over to the courier. It is not permitted for the Customer to place DRS products into an empty bag received with the delivery while the courier is still present.

A maximum of 10 clean and undamaged DRS products may be handed over per order. The Customer is responsible for ensuring that DRS products are clean and undamaged; Kifli.hu does not assume liability for the acceptability of the items for return. If the Customer wishes to hand over more than 10 DRS products or if any of the items are unclean or damaged - whether in one or more DRS bags - the courier is entitled to refuse acceptance of the bag(s).

This limitation is necessary to ensure the courier's capacity and the preservation of the returnable items in an undamaged, eligible condition (e.g., not compressed, crumpled, or flattened; with a readable barcode and visible return logo on the bottle).

The company responsible for handling the return process, MOHU MOL Waste Management Ltd. (hereinafter referred to as "MOHU"), requires Kifli.hu to store the already collected waste safely (in a sealed and weatherproof manner). A condition for this is that the DRS products collected for return are only handed over, stored, and transported in the DRS bags provided by Kifli.hu.

When the packaging arrives at our warehouse, the quantity of returned packaging is recorded and the return fee is credited to the Customer's account in the form of credits that the Customer can use during the purchase. If you wish to have the price of the packaging (deposit fee) credited to your bank account instead of crediting the Customer's account, please contact our Customer Service at the contact details indicated in Section 17. of this GTC.

For more information on the return and handling of products subject to mandatory redemption fees, please visit the MOHU website: <https://repoint.hu/hu/fogyasztoi-visszavaltas>

## 9. REUSABLE BAG

### 9.1 Order for the service "delivery of goods in reusable bags"

Kifli.hu delivers the goods in paper bags and hands them over to the Customer. The Customer may request at the Customer's account that Kifli.hu delivers the order to the Customer in recycled bags made



of PET bottles ("reusable bags"). For further information, please refer to the [Terms of the Reusable Bag Service](#).

## 10. PURCHASES BY LEGAL PERSONS

The Online Shop can also be used by legal entities to secure their operations, for example to supply the office with fresh fruit and vegetables, fresh pastries and cakes, sandwiches, drinks, office or cleaning supplies, or for other similar purposes. Please note that orders for business purposes (e.g. resale) are not possible in the Online Shop.

Please note that Section 7. of this GTC does not apply to the purchase of goods by legal persons. Complaints may be submitted in accordance with the complaints procedure set out in Section 15. of this GTC.

The procedure for issuing an invoice is set out in Section 6.5.2 of this GTC.

## 11. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Online Shop is owned and operated by Kifli.hu, which is entitled to all rights (including copyright and other rights) under which it may lawfully dispose of the website and its content (in particular, but not exclusively, its presentation, databases, illustrations, information, etc.). During their visit to the Online Shop, the Customers are obliged to comply with the laws of Hungary and the provisions of the GTC, not to damage the reputation and rights of Kifli.hu or other Customers, and not to use the services of the Online Shop without authorisation. Kifli.hu shall be entitled to remove unlawful content from the Online Shop and to claim full damages.

## 12. GIFT VOUCHER

The Customer can purchase a gift voucher online by paying by card at <https://www.kifli.hu/en-HU/ajandekutalvany>. The gift voucher can be for an Xtra membership or a certain amount of credits. The gift voucher will be sent electronically after the purchase to the e-mail address provided by the Customer in the Customer Account. It is the Customer's responsibility to ensure that the correct e-mail address is provided.

### 12.1 Xtra membership-based gift voucher

- (a) **Annual subscription:** 27.990 HUF, which is redeemable for a 1-year Xtra membership.
- (b) **Monthly subscription:** 2.799 HUF, which can be used as a gift voucher for a 1-month Xtra membership.

The conditions for redeeming the gift voucher will be indicated on the gift voucher (1. Register in the Online Shop, 2. Enter the unique code in the Coupon field on the voucher, 3. The Xtra membership will be automatically activated). You can read more about the benefits of Kifli.hu Xtra membership on the Online Shop.

### 12.2 Credit-based gift voucher

Kifli.hu allows the purchase of gift vouchers worth HUF 10.000, HUF 20.000 and HUF 30.000. The redemption steps are as follows: 1. Register in the Online Shop, 2. Enter the unique code on the voucher in the Coupon field, 3. The value of the gift voucher is loaded in the form of credits.



### **13. DATA PROTECTION**

Kifli.hu processes the data of the Customers during the use of the Online Shop. In doing so, it complies with the rules on the protection of personal data, in particular Regulation (EU) 2016/679 on the protection of personal data (GDPR).

[Our Privacy Policy](#) tells you what personal data we process, for how long, under what conditions we may send you commercial communications and other information about the protection of your personal data.

When you visit and use the Online Shop, cookies or other technologies are activated on your device so that we can provide you with content and services that best meet your needs and interests. For more information about cookies, please see our Cookie Policy.

### **14. WARRANTY (“SZAVATOSSÁG”), GUARANTEE (“JÓTÁLLÁS”)**

The Customer may refuse to accept the delivery of products that are defective for any reason at the time of acceptance of delivery. If the product is found to be defective only after delivery (or at least the cause of the defect was already present at the time of delivery), the Customer shall still have the right to lodge a complaint (warranty, guarantee) in accordance with Section 14.2 of this GTC, which may be made verbally, by email, chat (for contact details of the Customer Service, see Section 17. of this GTC) through Kifli.hu's Customer Service. In addition, Kifli.hu also provides the Customer with the "Self Care" option (as set out in Section 14.1 of this GTC) as an automatic complaint platform, which allows the Customer to resolve his/her complaint at the Customer's account without the Customer Service for a period of 72 hours after the delivery of the Products

#### **14.1 "Automatic product complaints within 72 hours" ("Self Care")**

14.1.1 The Customer may also report a defect of the product to Kifli.hu within 72 hours of receipt of the order by using the "Complaint about products" procedure provided by Kifli.hu.

14.1.2 The Customer must click on the "Previous Orders" tab in the Customer Account and go to the "Order Details" menu, where the "Product Complaint" button will be available until 72 hours after receipt. In this menu, the Customer can select the defective product and have the price of the product automatically credited to his/her account. If the Customer wishes to have the purchase price of the defective product credited to his/her bank account instead of crediting the purchase price of the defective product, please contact our Customer Service at the contact details indicated in Section 17. of this GTC.

14.1.3 Kifli.hu may unilaterally suspend or permanently terminate the Self-Care option provided to the Customer if

- (a) the value of the credit is 70% of the value of the purchase;
- (b) the crediting rate reaches 10% of the average spending rate of the 180 days preceding the day in question;
- (c) there is a reason to believe that the Customer is misusing the Self Care feature.



14.1.4 If the Customer credits the same type of product more than once, Kifli.hu is entitled to contact the Customer to investigate the product defect. In such a case, Kifli.hu may request the Customer, when the products are delivered by the courier, to check the order in detail in cooperation with the courier and in the presence of the courier and to notify the courier of any recognisable product defects visible at the time of delivery. If the Customer fails to cooperate with Kifli.hu, Kifli.hu is entitled to unilaterally suspend or permanently terminate the Self-Care option. This check under Section 14.1.4 shall not affect the Customer's warranty and guarantee rights under Section 14.2 of this GTC.

14.1.5 Kifli.hu may unilaterally decide not to provide Self-Care for certain products. In such a case, the "Complain about products" area for the products will not be available.

14.2 Warranty ("szavatosság"), guarantee ("jótállás")

The warranty and guarantee rules to which the Customer is entitled are set out in Appendix 2 of these GTC.

## 15. COMPLAINT HANDLING

The Customer may communicate his/her complaint regarding the conduct, activity or omission of a person directly connected with the conclusion of the contract, the distribution of the products or the sale, orally or in writing, using the contact details specified in Section 17. of this GTC. Kifli.hu will immediately investigate the oral complaint and, if necessary, remedy it. If the Customer does not agree with the handling of the oral complaint, or if it is not possible to investigate the complaint immediately, or if the Customer has made the complaint in writing, Kifli.hu will respond to the complaint within 30 days.

The Customer may communicate a consumer complaint against Kifli.hu regarding the violation of this GTC and the consumer contract concluded on the basis thereof, which may be submitted orally or in writing to Kifli.hu at the contact details specified in Section 17. of this GTC, with the understanding that an anonymous complaint that does not identify the Customer as the complainant is invalid.

Kifli.hu is obliged to investigate the verbal complaint immediately and remedy it as necessary. If the Customer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, Kifli.hu shall immediately take a record of the complaint and its position and, in the case of a verbal complaint communicated in person, shall provide a copy of the record to the Customer on the spot. In the case of a verbal complaint communicated by telephone or other electronic communication service, the Customer shall be sent the reply on the merits within 30 days at the latest, in accordance with the provisions applicable to the reply to the written complaint. In all other respects, it shall act on the written complaint as follows. Kifli.hu is obliged to respond to the written complaint in writing within thirty days of receipt and to arrange for its communication. A shorter time limit may be set by regulation ("jogszabály"), and a longer time limit may be set by act ("törvény"). Kifli.hu shall state the reasons for its rejection of the complaint. Kifli.hu shall assign a unique identification number to any oral complaint communicated by telephone or electronic communication.

The record of the complaint must include the following:

- the name and address or e-mail address of the Customer,
- where, when and how the complaint was communicated,
- a detailed description of the Customer's complaint, a list of the documents, records and other evidence presented by the Customer,



- a statement by Kifli.hu on its position regarding the Customer's complaint, if an immediate investigation of the complaint is possible,
- the signature of the person who took the report and, except in the case of a verbal complaint made by telephone or other electronic communication service, the signature of the Customer,
- the place and time of recording of the minutes,
- in the case of an oral complaint made by telephone or other electronic communication service, the unique identification number of the complaint.

If any consumer dispute between the Parties is not resolved during the negotiations, the Customer has the following enforcement options.

- (a) If the Customer detects a violation of his/her consumer rights, he/she has the right to communicate a complaint with the consumer protection authority competent for his/her place of residence. Once the complaint has been examined, the authority will decide whether to initiate consumer protection proceedings. The Consumer can contact the territorially competent authority concerned by the complaint via the following link: [https://api.nkfh.gov.hu/uploads/fogyved\\_elerhetoseg\\_2024\\_docx\\_1\\_1\\_fd9a1fe0ad.pdf](https://api.nkfh.gov.hu/uploads/fogyved_elerhetoseg_2024_docx_1_1_fd9a1fe0ad.pdf).
- (b) In order to settle the dispute amicably out of court, the Customer may initiate proceedings at the conciliation body competent in his/her place of residence or stay, or may apply to the Budapest Conciliation Board of the professional chamber of Kifli.hu. In order to initiate the conciliation procedure, the Customer must attempt to settle the dispute directly with Kifli.hu. The conciliation procedure is initiated at the request of the Customer. The request must be submitted in writing to the chairman of the conciliation body.

Contact details of the Budapest Board of Conciliation (Kifli.hu):

Address: 1016 Budapest, Krisztina krt. 99. 310.

Postal address: 1253 Budapest, Pf. 10.

E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Central telephone number: +36 1 488 2186

Fax: +36 1 488 2131

For more information on the local Conciliation Boards, click here:

[www.bekeltetes.hu/index.php?id=testuletek](http://www.bekeltetes.hu/index.php?id=testuletek)

Kifli.hu has not made a general declaration of submission pursuant to Article 36/C (1) of Act CLV of 1997 on Consumer Protection, neither to the Budapest Conciliation Board nor to the Hungarian Chamber of Commerce and Industry, covering all conciliation bodies.

- (c) Court proceedings. The Customer is entitled to enforce his/her claim arising from the consumer dispute before a court in civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure. The Customer can find information on the jurisdiction and competence of the courts on the website [www.birosag.hu](http://www.birosag.hu).

## 16. MISCELLANEOUS PROVISIONS

The information on the products presented on the website [www.kifli.hu](http://www.kifli.hu) is for information purposes only. The packaging of the product purchased (received) by the Customer contains all the information that is



specific to the product, both with regard to its composition and its use/application, and the Customer is therefore obliged to read and familiarise himself/herself with this information carefully after receiving the product, for his/her own safety and that of others.

The GTC regulate the terms and conditions of the use of the Service, so at the time of the conclusion of the sales contract with the Customer, its provisions become an integral part of the sales contract. The GTC shall be governed by Hungarian law. In the event of a single or repeated breach of the GTC, Kifli.hu shall not exercise its rights in connection with the breach of contract, which shall in no way be considered as a termination of the contract. Kifli.hu excludes, to the maximum extent permitted by law, its liability for the descriptions and other contents indicated on the Products.

The present GTC shall be governed by Hungarian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980, and the conflict of laws provisions of Hungarian private international law.

Kifli.hu reserves the right, at its sole discretion, to terminate the operation of the Online Shop or change the terms of use.

To the maximum extent permitted by law, Kifli.hu excludes any liability for warranty obligations relating to the security, reliability, timeliness and performance of the Online Shop, as well as the suitability of the Online Shop for a particular purpose. Kifli.hu is not responsible for the content published on the Online Shop through links created by third parties.

If any provision of these GTC and/or of the specific contract (Special Terms) of which these GTC form part is or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. They shall remain in force for both parties. The parties shall endeavour to replace the invalid provision by a new provision which comes as close as possible to the economic purpose of the invalid provision, taking into account the interests of both parties.

Although Kifli.hu makes every effort to ensure the accuracy, factual correctness and relevance of the content in the Online Shop, it cannot guarantee the Customer full compliance in all cases. Kifli.hu excludes, to the maximum extent permitted by law, its liability for errors, service interruptions and technical problems that may occur during the use of the Online Shop. If Kifli.hu discovers any inaccuracy in the content, provided that it is feasible, it shall correct it as soon as possible.

In particular, Kifli.hu is not responsible for: the content of third-party websites that can be accessed through the Online Shop, links to third-party websites in the Online Shop, any other form of advertising or publicity displayed by third parties through the Online Shop; content displayed in the Online Shop without the consent or knowledge of Kifli.hu, if Kifli.hu is not technically possible or feasible for it to prevent its display; incompatibility of the Online Shop with the Customer's device and software or connection to an electronic communications network; technical difficulties, including errors and malfunctions in connection with the Online Shop. The provisions of this clause shall not affect Kifli.hu's obligation to provide information, its product liability and its obligation to provide a warranty for accessories and warranties in accordance with the legal provisions in force.

## **17. CONTACT DETAILS OF KIFLI.HU**

- Website address: [www.kifli.hu](http://www.kifli.hu)
- Customer Service e-mail address: [info@kifli.hu](mailto:info@kifli.hu)
- Customer Service phone number: 06 80 444 333



- Customer Service postal address: 1106 Budapest Jászberényi út 45.
- Customer Service opening hours: from Monday to Sunday: 06:00-23:00
- On public holidays Kifli.hu does not provide any service and the Customer Service is not available.

Effective from 13 May 2026



## APPENDIX 1

### SAMPLE WITHDRAWAL NOTICE

The Customer has the right to withdraw from the contract within 14 days without giving any reason.

The withdrawal period expires 14 days after the day on which the Customer or a third party other than the carrier and indicated by the Customer takes delivery of the product / last product.

If the Customer wishes to exercise his/her right of withdrawal, he/she must send a clear statement of his/her intention to withdraw (we recommend sending it by post or by electronic mail) to one of the addresses indicated in Section 17. of this GTC (1106 Budapest, Jászberényi út 45. or info@kifli.hu). For this purpose, you may also use the model withdrawal form in Appendix 1 (please see it on the next page). The Customer shall exercise his/her right of withdrawal within the time limit if he/she sends his/her withdrawal notice before the expiry of the time limit indicated above.

Effects of withdrawal: if the Customer withdraws from the contract, we will refund all payments made without delay, but no later than 14 days after receipt of the notice of withdrawal. The refund will be made by the same method of payment as that used for the original transaction, unless the Customer expressly agrees to a different method of payment; the Customer will not incur any additional costs as a result of this method of refund.

If the right of withdrawal is exercised at the same time as the receipt of the products, the products will be returned and the costs of returning the product(s) will be borne by Kifli.hu.

If the Customer exercises his/her right of withdrawal after receiving the product(s), he/she is obliged to contact Kifli.hu Customer Service and agree on the return of the product(s).

The Customer may be held liable for depreciation of the product(s) only if it is due to use beyond the use necessary to determine the nature, characteristics and functioning of the product(s).

PLEASE SEE THE WITHDRAWAL NOTICE ON THE NEXT PAGE.



**Cancellation notice**

**(fill in and send to Kifli.hu at the address below)**

**Addressee: Kifli.hu Shop Kft.**

**Address: 1106 Budapest, Jászberényi út 45.**

**Dear Kifli.hu Shop Kft.!**

**I, the undersigned, hereby declare that in accordance with the law and the General Terms and Conditions of Kifli.hu Shop Kft., Section 6., I hereby exercise my right of withdrawal in respect of the contract for the purchase of the following product(s).**

**Contract date: ..... (year, month, day)**

**Name of the consumer (you): .....**

**Address of the consumer (you): .....**

**Date of receipt: ..... (year, month, day)**

**The exact name of the product(s) purchased:**

.....

**Signature of the consumer (you) (for paper declarations only)**

**Dated: ..... (municipality, year, month, day)**



## APPENDIX 2

### **MODEL INFORMATION LEAFLET ON THE WARRANTY (“KELLÉKSZAVATOSSÁG”), PRODUCT WARRANTY (“TERMÉKSZAVATOSSÁG”) AND GUARANTEE (“JÓTÁLLÁS”)**

#### **1. Warranty (“*kellékszavatosság*”)**

In which cases can you exercise your right to a warranty?

In the event of defective performance by Kifli.hu, you may claim against the company under the rules of the Civil Code.

What rights do you have under a warranty claim?

You may, at your option, make the following warranty claims: You may request a repair or replacement, unless the claim you choose is impossible or would impose a disproportionate additional cost on the company compared to any other claim. If you did not or could not ask for the repair or replacement, you can ask for a proportionate reduction in the price, or you can have the defect repaired or replaced at the expense of the undertaking, or, in the last resort - you can withdraw from the contract. In the case of a contract between a consumer and a business for the sale of goods which are movable, the supply of digital content or the provision of digital services, you cannot, in the exercise of your rights under the warranty of fitness, repair the defect yourself or have it repaired by another person at the expense of the business. You can switch from one warranty right to another, but you will bear the cost of the switch, unless it was justified or the business gave a reason for it.

What is the time limit for you to claim your warranty?

You must notify us of the defect as soon as you discover it, but no later than two months after the defect is discovered. However, you should note that you cannot claim any rights to claim for defects beyond the two-year limitation period from the date of performance of the contract.

Who can you claim against?

You may assert a warranty claim against Kifli.hu.

What are the other conditions for enforcing your rights under the warranty?

Within one year from the date of performance, there is no other condition for the enforcement of your warranty claim other than the notification of the defect, if you prove that the product or service was provided by Kifli.hu. However, after one year from the date of performance, you are obliged to prove that the defect you have discovered existed at the time of performance.

#### **2. Product warranty (“*termékszavatosság*”)**

In which cases can you exercise your right to a product warranty?

In the event of a defect in a movable good (hereinafter referred to as "product" for the purposes of this clause), you may, at your option, exercise your right under clause 1 or claim under the product warranty in accordance with the rules of the Civil Code.

What rights do you have under a product warranty claim?

As a product warranty claim, you can ask for the defective product to be repaired or replaced.

Who can you claim against?



You may exercise your product warranty rights against the manufacturer or distributor of the product (hereinafter together referred to as the "manufacturer").

In which cases is the product considered defective?

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

What is the deadline for you to claim under the product warranty?

You have two years from the date on which the product was placed on the market by the manufacturer to make a product warranty claim. After this period, you lose this right.

What is the rule of evidence for a product warranty claim?

In the case of a product warranty claim, you must prove that the product was defective when it was placed on the market by the manufacturer.

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

The manufacturer is exempted from his product warranty obligation if he can prove that- the product was not manufactured or placed on the market in the course of his business, or - the defect was not detectable according to the state of science and technology at the time of placing on the market, or - the defect in the product results from the application of a legal or regulatory provision. The manufacturer need only prove one ground for exemption. Please note that you can bring both claims against the company for an accessory warranty and a product warranty claim against the manufacturer for the same defect. If your product warranty claim is successful, you can now only claim against the manufacturer for the replaced product or the part of the product that has been repaired.

### **3. Guarantee (“jótállás”)**

In which cases can you exercise your right to a guarantee?

In the event of defective performance, you may claim under a statutory guarantee and/or a legal declaration giving rise to a guarantee under the rules of the Civil Code.

What rights do you have if the guarantee is based on law?

In the case of a new consumer durable good (hereinafter: consumer durable good), as defined in the Ministerial Decree on the designation of product groups of consumer durables covered by the mandatory guarantee, you may exercise your rights under point 1 above due to a defect in performance, under the conditions set out in [the Government Decree on the mandatory guarantee for certain consumer durables](#).

What other rights do you have under a statutory guarantee?

In the case of a consumer product, you can request a repair during the guarantee period. Replacement is possible after the first repair attempt if it is established that the consumer goods cannot be repaired and you do not request another repair. You may also request a replacement if the repair has not been carried out within 30 days of the date of the request for repair. A replacement claim is also justified if the consumer goods fail again after being repaired three times during the guarantee period, provided that you do not request another claim. If replacement is not possible in these cases, you may also claim a refund of the purchase price.

What is the deadline for you to exercise your rights under the mandatory guarantee?



The duration of the guarantee for consumer goods is a) two years for sales prices from HUF 10 000 to HUF 250 000, b) three years for sales prices above HUF 250 000 (starting from HUF 250 001).

What conditions apply to guarantee claims?

You may exercise your rights under the guarantee by means of the guarantee voucher provided to you, and the validity of the guarantee shall not be affected by the irregular issue of the guarantee voucher or the failure to provide it. In the event of failure to provide the guarantee voucher, the conclusion of the contract shall be deemed to have been proved if you provide proof of reimbursement of the consideration. The return of the unopened packaging of the consumer goods is not a condition for the guarantee to be honoured.

What are the additional requirements for the exercise of guarantee rights?

Specific requirements (e.g. periodic inspection) may be imposed on the consumer in order to ensure the correct installation or maintenance of a consumer product, provided that the correct installation or maintenance cannot be ensured by other means and that compliance with the requirement does not impose a disproportionate burden on the consumer.

When is a business exempted from its guarantee obligation?

The company is exempted from its guarantee obligation if it can prove that the cause of the defect arose after performance. Please note that you can make both a warranty and a guarantee claim, as well as a product warranty and a guarantee claim, for the same defect. However, once you have successfully pursued a claim for defective performance for a particular defect (for example, the company has replaced the product), you cannot pursue a claim for the same defect on any other legal basis.



### APPENDIX 3 COMPETENCE AND CONTACT DETAILS OF THE CONCILIATION BOARDS

#### COMPETENCE

Name of Conciliation Board	Seat (City)	Jurisdiction
1. Budapest Conciliation Board	Budapest	Budapest
2. Baranya County Conciliation Board	Pécs	Baranya County Somogy County, Tolna County
3. Borsod-Abaúj-Zemplén County Conciliation Board	Miskolc	Borsod-Abaúj-Zemplén County Heves County Nógrád County
4. Csongrád County Conciliation Board	Szeged	Békés County Bács-Kiskun County Csongrád-Csanád County
5. Fejér County Conciliation Board	Székesfehérvár	Fejér County Komárom-Esztergom County Veszprém County
6. Győr-Moson-Sopron County Conciliation Board	Győr	Győr-Moson-Sopron County Vas County Zala County
7. Hajdú-Bihar County Conciliation Board	Debrecen	Jász-Nagykun-Szolnok County Hajdú-Bihar County Szabolcs-Szatmár-Bereg County
8. Pest County Conciliation Board	Budapest	Pest County

#### CONTACT DETAILS

##### **Budapest Conciliation Board**

1016 Budapest, Krisztina krt. 99.

Mailing address: 1253 Budapest, P.O. Box (Pf.) 10.

Phone: +36-1-488-2131 | Fax: +36-1-488-2186

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

##### **Baranya County Conciliation Board**

7625 Pécs, Majorossy I. u. 36.



Phone: +36-72-507-154  
E-mail: [info@baranyabekeltetes.hu](mailto:info@baranyabekeltetes.hu)

**Borsod-Abaúj-Zemplén County Conciliation Board**

3525 Miskolc, Szentpáli u. 1.  
Mailing address: 3501 Miskolc, P.O. Box (Pf.) 376.  
Phone: +36-46-501-871 | Fax: +36-46-501-099  
E-mail: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

**Csongrád County Conciliation Board**

6721 Szeged, Párizsi krt. 8–12.  
Phone: +36-62-554-250/118 ext. | Fax: +36-62-426-149  
E-mail: [bekelteto.testulet@csmkik.hu](mailto:bekelteto.testulet@csmkik.hu)

**Fejér County Conciliation Board**

8000 Székesfehérvár, Hosszúsétatér 4–6.  
Phone: +36-22-510-310 | Fax: +36-22-510-312  
E-mail: [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu)

**Győr-Moson-Sopron County Conciliation Board**

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