



GENERAL TERM AND CONDITIONS

Kifli.hu Shop Limited Liability Company

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: 1106 Budapest, Jászberényi út 45., company registration number: 01-09-339560, registration court: Fővárosi Törvényszék Cégbírósága, tax number: 26693075-2-44, hereinafter referred to as "**Kifli.hu**") on the website 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.

Kifli.hu is a retail company, which aims to satisfy the needs of natural persons. Kifli.hu does not sell for resale. If a non-natural person wishes to use the Service, 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.

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**").

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.

1. CUSTOMER ACCOUNT

1.1 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 7.3 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.

1.2 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.

1.3 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 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. 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.

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.

3. ORDERINGS

3.1 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.

3.2 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 7. of this GTC.



3.3 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.

3.4 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.

3.5 Changes in confirmed orders

3.5.1 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**.

3.5.2 Special provisions relating to Basic Orders and Supplementary Orders

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

Premium 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.

3.5.3 Other changes

If you would like to modify your order, our Customer Service is at your disposal at the contact details specified in Section 16. of this GTC. Please note that it is not possible to modify orders in the process of packaging and delivery.

3.6 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.

3.7 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).



3.8 Complaints

If you receive a defective, damaged or incomplete order/product, you shall be entitled to the rights set out in Section 13. of this GTC.

3.9 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.

4. AVAILABILITY OF DELIVERY, DELIVERY TIMES AND DELIVERY CHARGES

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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).

5. PAYMENT, PAYMENT TERMS, INVOICING

- 5.1 *Payment by credit card:* when placing an order in the Online Shop, the Customer will see the types of credit cards accepted to pay for the order.
- 5.2 *Payment by card on delivery:* the Customer can pay for the order by credit card on receipt.
- 5.3 *Cash on delivery:* the Customer may pay for the order by cash on receipt.
- 5.4 *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 16. 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 1.3 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).

5.5 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.

5.6 Billing

5.6.1 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.

5.6.2 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 website, when placing your order.

At the end of the checkout process on the 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 a Premium 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 premium subscriptions and gift vouchers, it is not possible to modify the invoice afterwards.

6. WITHDRAWAL FROM THE CONTRACT

- 6.1 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.
- 6.2 The Customer may not exercise his/her right of withdrawal under Section 6.1 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.
- 6.3 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 16. of this GTC (for faster contact, we recommend particular our e-mail address 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 16 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 13. of this GTC. The withdrawal procedure under this Section 6. shall not apply to defective Products.

7. SPECIAL CATEGORIES OF GOODS

7.1 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.

7.2 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.)

7.3 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.

7.4 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 16. of this GTC.

7.5 Products with mandatory redemption (DRS system)

Kifli.hu provides the Customer with the opportunity to return the packaging of the products under this clause by using the service of Kifli.hu. The Customer shall pay 50 Hungarian Forints redemption fee for the mandatory redemption product at the time of purchase, which fee shall be automatically added to the price of the mandatory redemption product in the shopping basket. The Customer may only hand over empty packaging to the courier upon receipt of the order. At one time, the Customer may hand over to the courier a maximum of 10 pieces [this limitation is necessary to preserve the capacity of the courier and the undamaged, returnable condition of the products handed over (not compressed, crumpled or



crushed bottles, legible barcode, return logo on the bottle)] of clean, undamaged packaging. The clean and undamaged delivery of the packaging is the responsibility of the Customer, Kifli.hu shall not be liable for the returnability of the packaging. The courier shall provide the collection bags used for return delivery at the time of delivery. Returns can only be made at the time of delivery of the order (place of return), by handing over the returnable products placed in the plastic collection bags to the courier. MOHU MOL Hulladékgazdálkodási Zrt. (hereinafter referred to as "**MOHU**"), the company that carries out the redemption, obliges Kifli.hu to store the redeemed waste safely (closed and free of precipitation), and the prerequisite for compliance with this is that products accepted for redemption are delivered, stored and transported exclusively in the collection 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 16. 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>

8. REUSABLE BAG

8.1 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**"). The Customer can request this service by selecting "*Reusable Bags*" in the Customer's account, under the Cashier menu, by clicking on "Packaging" and then "Save". By doing so, the Customer accepts these terms and conditions for the use of "reusable bags".

The fee for the service is HUF 3500 ("**Fee**"), which is added to the price of the order placed at the same time as the order for the service.

The Customer can hand over the reusable empty bags to the courier at the same time as he receives his order. Kifli.hu shall ensure the cleaning (washing, cleaning) of the reusable bags at its own expense.

The Customer **may** have up to **19 reusable bags** in his/her possession at any one time. If the number of non-returned reusable bags reaches 20, the order will be delivered in paper bags until the Customer has handed over at least 11 reusable bags to the courier.

If the Customer has not placed an order for more than 12 months and has at least 1 reusable bag in his/her possession, the Customer will forfeit the Fee. If the Customer has at least 20 reusable bags for 3 months, the Customer will forfeit the Fee.

8.2 Cancellation of the service "delivery of goods in reusable bags"

The Customer may terminate the service of delivery in reusable bags at any time by notifying Customer Service using the contact details provided in Section 16. of this GTC. As soon as the Customer has returned all the Reusable Bags he has with him to Kifli.hu, Kifli.hu will refund the Fee to the Customer by crediting the Customer's bank account at the Customer Account or by crediting the Customer's bank account upon the Customer's request to the Customer Service at the contact details provided in section 16 of these GTC.



8.3 Temporary suspension of the "delivery in reusable bags"

Reusable bags may be temporarily unavailable due to stock shortages, bag supply problems or similar reasons. In this case, Kifli.hu reserves the right to deliver the order in paper bags during this period. Kifli.hu will make every reasonable effort to provide the Customer with reusable bags as soon as possible.

9. 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 6. 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 13. of this GTC.

The procedure for issuing an invoice is set out in Section 5.6.2 of this GTC.

10. 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.

11. 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 a Premium subscription 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.

11.1 Premium subscription-based gift voucher

- (a) **Annual subscription:** 27.990 HUF, which is redeemable for a 1-year Kifli.hu Premium membership.
- (b) **Monthly subscription:** 2.799 HUF, which can be used as a gift voucher for a 1-month Kifli.hu Premium 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 Premium subscription will be automatically activated). You can read more about the benefits of Kifli.hu Premium membership under the "[Premium Club](#)" tab.



11.2 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.

12. 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.

13. 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 13.2 of this GTC, which may be made verbally, by email, chat (for contact details of the Customer Service, see the section of these GTC16) through Kifli.hu's Customer Service. In addition, Kifli.hu also provides the Customer with the "Self Care" option (as set out in Section 13.1 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

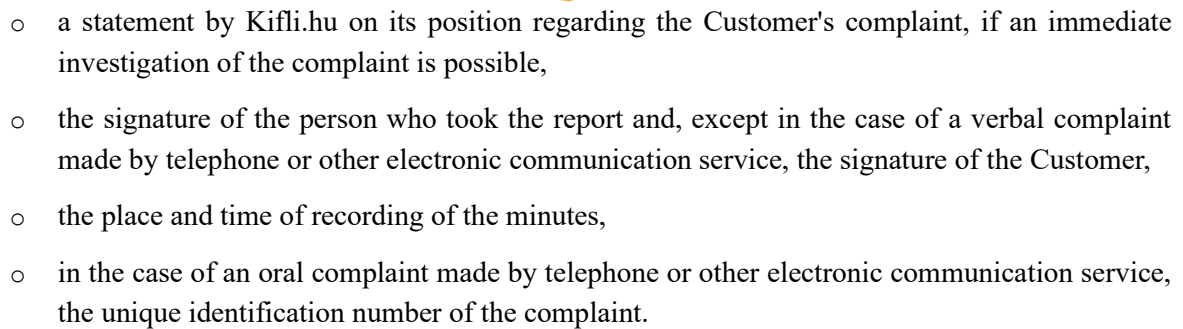
13.1 "Automatic product complaints within 72 hours" ("Self Care")

13.1.1 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.

13.1.2 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 16. of this GTC.

13.1.3 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.



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 Customer 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.
- (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

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

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.



15. MISCELLANEOUS PROVISIONS

The information on the products presented on the website 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.



16. CONTACT DETAILS OF KIFLI.HU

- Website address: www.kifli.hu
- Customer Service e-mail address: 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.

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 16. 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 (below). 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).



Addressee: Kifli.hu Shop Kft.

Dear Kifli.hu Shop Kft.!

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)

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.

Effective: from 21 March 2025