

General Terms and Conditions

International School of Debrecen

seat: 4002 Debrecen, Heltai Gáspár street 1.

statistical number: 26939944-8510-931-09

VAT number: 26939944-2-09

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GENERAL TERMS AND CONDITIONS (GTC)

www.falconstore.isdebrecen.hu - in force from 01. June 2024.

Preamble:

Welcome to our website!

If you have any questions about these General Terms and Conditions, the use of the website, the products, the purchase procedure or if you would like to discuss your specific needs with us, please contact us using the contact details provided.

The present GTC contains the rights and obligations of you and the Service Provider, the terms and conditions of the contract, the delivery deadlines, the delivery and payment terms, the liability rules and the conditions for exercising the right of withdrawal. You must read these GTC before finalising your order.

The GTC is effective from 1 June 2024 and remain in force until revoked. The Service Provider will publish any modifications to these GTC on the website and will notify registered or previously purchased Users of the modification by e-mail. The amendments do not affect contracts previously concluded, i.e. the amendments are not retroactive.

The Hungarian version of the GTC shall prevail. The contracts covered by these GTC are not considered as written contracts and are not registered by the Seller.

This GTC shall apply to the legal relations on the Service Provider's website (<https://falconstore.isdebrecen.hu/>) and its sub-domains. This GTC is permanently available (downloadable, printable at any time) on the following website: <https://falconstore.isdebrecen.hu/aszf>.

Definitions:

Goods: the movable goods offered for sale on the Website

Goods containing digital elements: movable property that includes or is associated with digital content or digital services in such a way that the digital content or digital service concerned is

Seller: the ISD who sells via the Website

Parties: Seller and Buyer, jointly

User: any natural or legal person or entity that uses the services of the Service Provider, concludes a contract with the Service Provider.

Buyer: A User who is a natural person acting outside the scope of his profession, self-employment or business activity.

Manufacturer: the manufacturer of the Goods, or in the case of imported Goods, the importer who imports the Goods into the territory of the European Union, and any person who or which, by displaying the name, trademark or other distinguishing mark of the Goods, presents himself as the manufacturer.

Website: this website, which is used for the conclusion of the contract

Business: a person acting in the course of his profession, self-employment or business.

Contract: the contract of sale between the Seller and the Buyer using the Website and electronic correspondence

Service Provider: a natural or legal person or an entity without legal personality providing information society services, who provides services to the User, concludes a contract with the User.

Distance contract: A Buyer contract concluded without the simultaneous physical presence of the parties in the context of a distance selling system organised for the supply of the Goods or services covered by the contract, where the parties use a means of distance communication only to conclude the contract

Buyer(s): the person who enters into a contract by submitting a purchase offer via the Website

Purchase Price: the consideration payable for the Goods and for the supply of the Digital Content.

1. SERVICE PROVIDER/SELLER DETAILS:

- Name of the service provider: INTERNATIONAL SCHOOL OF DEBRECEN
- Headquarters of the service provider (and place of complaint): 4002 Debrecen, Heltai Gáspár street 1.
- Contact details and e-mail address of the service provider: falconstore@isdebrecen.hu
- Provider registration number: 52484-2/2018/KÖZNEVIG
- VAT number of the provider: 26939944-2-09
- Telephone number of the provider: +36 20 530 85 20
- Contract language: Hungarian and English
- Name, address, e-mail address of the hosting provider:
- UNAS Online Kft. 9400 Sopron, Kőszegi út 14. unas@unas.hu

2. RELEVANT LEGISLATION

2.1: The issues not regulated in these GTC and the interpretation of these GTC shall be governed by Hungarian law, and in particular by the following laws:

- Act V of 2013 on the Civil Code
- Act CLV of 1997 on Buyer Protection

- Act CVIII of 2001 on certain aspects of electronic commerce services and information society services
- Government Decree No. 45/2014 (26.II.26.) on the detailed rules of contracts between Buyers and businesses
- 19/2014 (IV.29.) NGM Decree on the procedural rules for handling warranty and guarantee claims for goods sold under a contract between a Buyer and a business
- Act LXXVI of 1999 on Copyright
- Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information
- Government Decree No 151/2003 (22.IX.2003) on the mandatory warranty for Buyer durables
- REGULATION (EU) No 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on combating unjustified territorial restrictions and other forms of discrimination based on the nationality, residence or domicile of the purchaser in the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- REGULATION (EU) No 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation) (GDPR)
- Government Decree No 373/2021 (VI. 30.) on the detailed rules for contracts between Buyers and businesses for the sale of goods and the supply of digital content and services

3. REGISTRATION / PURCHASE

3.1 In the event of false data or data that may be linked to another person provided during the registration/ordering/subscription of the service, the resulting electronic contract may be challenged before a court by the party entitled to do so. In the event of a successful challenge (prevailing), the contract shall become null and void as from the date of its conclusion or, if it is a cover for another contract, the rights and obligations of the parties shall be determined on the basis of the contract as concluded.

3.2 The Service Provider shall not be liable for any delivery delays or any other problems or errors resulting from incorrect and/or inaccurate data provided by the User. However, the Service Provider informs the Users that, after consultation and clear identification with the User, it may correct the incorrectly entered data in the order, so that billing and delivery are not hindered.

3.3. The Service Provider shall not be liable for any damages resulting from the User forgetting his/her password or if it becomes accessible to unauthorized persons for any reason not attributable to the Service Provider (if there is registration on the site).

4. PRICES

4.1 The displayed products can be ordered from the webshop. The prices are in HUF and include VAT at 27%, but do not include charges for delivery and payment. No extra packaging costs will be charged. The possibility that the Seller may change the prices for commercial policy reasons cannot be excluded. The modification of prices does not apply to contracts already concluded. If the Seller has indicated the price incorrectly, and an order has been received for the Goods, but the parties have not yet concluded a contract, the Seller shall act in accordance with the clause of the GTCs concerning incorrect prices.

4.2 Despite of all the care taken by the Service Provider, an incorrect price is displayed on the Webshop interface, or a price of "0" Ft or "1" Ft due to a system error, the Service Provider is not obliged to confirm the order at the incorrect price, but has the option to reject the offer and offer to confirm the correct price, in the knowledge of which the User has the right not to accept the amended offer. Incorrect price means a price at which the Contractor does not have the contractual will to enter into a contract.

5. ORDER PROCEDURE

5.1. The purchase is not subject to registration.

5.2 The Buyer has the possibility to choose or order from the Goods of the Webshop. The Buyer can click on the selected Goods to view more detailed information about them. If he/she wishes to purchase the Goods, he/she places them in a virtual shopping cart by clicking on the "Add to Cart" button. By clicking on the "View" button of the basket, the Buyer can find the Goods placed in the basket during the purchase and the total amount of the invoice. Here you can check the correctness of your order, in particular the prices and quantities, which you can modify or correct as required. The shopping cart will automatically calculate the total amount of the order.

5.3. If you are happy with the quantity of goods in your basket, have checked the total amount and decided you want to buy them, simply click on the "Checkout" button. In our shop you can also buy without registering, so you have three options to choose from: you can choose to be a registered customer, register as a new customer or buy without registering. If you have already made a purchase in our store, please enter the email address and password you used when you registered. If you want to register as a new Customer, please enter your shopping details, which will be stored in the system and you will only need to log in the next time you shop. For purchases without registration, please enter your billing and shipping address. In the next step, choose the delivery and payment method that suits you.

5.4.1 Payment methods:

Online payment by credit card: The User pays the total amount of the order online by credit card through the secure payment system of the financial service provider used by the Service Provider.

5.4.2 Delivery methods:

You can collect the ordered Goods in person at our headquarters, however, after 14 days from the date of order, the Service Provider is entitled to charge a storage fee of HUF 1 000 per day for the packages!

5.5. If you are satisfied that the contents of your shopping cart correspond to the Goods you wish to order and that your details are correct, you can complete your order by clicking on the "Place Order" button. The information provided on the Website does not constitute an offer by the Seller to enter into a contract. For orders covered by these GTC, you are considered to be the bidder. By clicking on the "Place Order" button, you expressly

acknowledge that your offer shall be deemed to have been made and that your declaration shall entail an obligation to pay.

6. PROCESSING AND EXECUTION OF ORDERS

6.1 You have the possibility to place an order at any time. The Seller will confirm your order by e-mail no later than 48 hours after sending your offer. The contract is concluded when the confirmation e-mail sent by the Seller becomes available to you in your mail system.

6.2 General time limit for performance: within 14 working days of the conclusion of the contract.

6.3 Under the contract of sale, the Service Provider is obliged to transfer the ownership of the goods, the User is obliged to pay the purchase price and take delivery of the goods. If the Buyer does not take delivery of the Goods ordered or delivered and does not notify the Seller of his intention to withdraw from the contract within 14 days without giving the reasons provided for by law, he shall be in breach of his contract with the Seller, under which he shall be obliged to take delivery of the Goods and thereby accept the Seller's performance. After 14 days, the seller is entitled to charge a storage fee of HUF 1 000 per day for personal deliveries.

7. RIGHT OF WITHDRAWAL

7.1 The Buyer has the right to withdraw from the contract without giving any reason in accordance with Directive 2011/83/EU of the European Parliament and of the Council and Government Decree 45/2014 (26.II.26.) on the detailed rules for contracts between Buyers and businesses.

The Buyer may exercise his right of withdrawal or termination

a) In the case of a contract for the sale of goods

aa) the Goods,

ab) in the case of the sale of several Goods, if the delivery of each Good is made at a different time, to the Goods last delivered,

ac) in the case of Goods consisting of several lots or items, to the last lot or item delivered,

(ad) if the Goods are to be supplied regularly within a specified period, the first supply,

the first delivery of the Goods within 14 (fourteen) calendar days of the date of receipt by the Buyer or a third party other than the carrier and indicated by the Buyer.

7.2 The Buyer may exercise his right of withdrawal by means of an express declaration to that effect or by means of the model declaration set out in Annex 2 to Government Decree 45/2014 (26.2.2014).

7.3 The period for exercising the right of withdrawal expires 14 days after the date on which the Buyer or a third party other than the carrier and indicated by the Buyer takes delivery of the Goods.

7.4 The provisions of this Clause shall not affect the right of the Buyer to exercise his right of withdrawal under this Clause during the period between the date of conclusion of the contract and the date of receipt of the Goods.

7.5 The cost of returning the Goods shall be borne by the Buyer, and the Seller has not undertaken to bear this cost.

7.6 In the event of the exercise of the right of withdrawal, the Buyer shall not be charged any costs other than the cost of returning the Goods.

7.7 The Buyer may not exercise the right of withdrawal in the cases provided for in Article 29 (1) of Government Decree 45/2014 (II.26.):

- in the case of a contract for the provision of services, after the service has been performed in its entirety, if the undertaking has commenced performance with the express prior consent of the Buyer and the Buyer has acknowledged that he/she loses the right of withdrawal after the service has been performed in its entirety;
- in respect of a product or service whose price or charge is subject to fluctuations in the price or charge which are beyond the control of the financial market undertaking and which may occur even during the period during which the right of withdrawal may be exercised;
- in respect of a perishable product or a product whose quality is short-lived;
- products in sealed packaging which, for health or hygiene reasons, cannot be returned after opening after delivery;
- a product which, by its nature, is inseparably mixed with other products after delivery;
- an alcoholic beverage the real value of which is dependent on market fluctuations beyond the control of the undertaking and the price of which was agreed between the parties at the time of conclusion of the contract of sale but the contract is not performed until 30 days after the date of conclusion;
- in the case of a contract for work where the undertaking, at the express request of the Buyer, calls on the Buyer to carry out urgent repair or maintenance work;
- for the sale of a copy of a sound or video recording or computer software in sealed packaging, if the packaging has been opened by the Buyer after delivery;
- in respect of newspapers, periodicals and periodicals, with the exception of subscription contracts;
- contracts concluded at public auction;
- contracts for the provision of accommodation, transport, car hire, catering or leisure activities, with the exception of housing services, where a deadline or period for performance has been fixed in the contract;
- in the case of digital content provided on a non-tangible medium, where the undertaking has commenced performance with the express prior consent of the Buyer and the Buyer has, at the same time as giving such consent, acknowledged that he/she loses the right of withdrawal once performance has commenced.
- in the case of a product which is not a prefabricated product, which has been manufactured on the instructions or at the express request of the Buyer, or a product which is clearly personalised for the Buyer.

7.8 The Service Provider shall reimburse the total amount paid by the Buyer as consideration, including the costs incurred in connection with the performance, without delay, but at the latest within fourteen days of becoming aware of the withdrawal. However, the Seller shall be entitled to a right of retention.

7.9 In the refund, the Service Provider shall use the same method of payment as that used in the original transaction, unless the Buyer expressly consents to the use of another method of payment; the Buyer shall not incur any additional costs as a result of the use of this method of refund.

7.10. The Buyer shall return the Goods or deliver them to the Seller's address without undue delay and in any event not later than 14 days after the date of sending the notice of withdrawal from the contract to the Seller.

7.11 In the event of withdrawal in writing, it is sufficient for the Buyer to send the notice of withdrawal within 14 days.

7.12. The Buyer shall be deemed to have complied with the time limit if he returns or surrenders the Good(s) before the expiry of the 14-day period. A return is deemed to have been made on time if the Buyer returns the Goods before the expiry of the time limit.

7.13. The Buyer shall bear only the direct cost of returning the Goods.

7.14. The Seller shall not be obliged to reimburse the Buyer for any additional costs arising from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Seller.

7.15. The Seller may withhold reimbursement until the Good(s) have been returned or the Buyer has provided proof that they have been returned, whichever is the earlier.

7.16. If the Buyer wishes to exercise his right of withdrawal, he may do so in writing (using the enclosed declaration), by telephone or in person at one of the Service Provider's contact details. The Buyer may return the ordered product to the Service Provider by post, in person or by courier service.

7.17. The Buyer is liable only for depreciation resulting from use beyond the use necessary to establish the nature, characteristics and functioning of the product.

7.18. The Buyer may also contact the Service Provider with any other complaints using the contact details provided in these Terms and Conditions.

7.19. The right of withdrawal shall only apply to Users who are consumers within the meaning of the Civil Code.

7.20. The right of withdrawal does not apply to a business, i.e. a person acting in the course of his/her profession, self-employment or business activity.

7.21. (Only applicable if the Service Provider also provides a service in addition to the sale.) If the Buyer terminates a distance contract after the performance has begun, he shall pay to the undertaking a fee proportionate to the services performed up to the date of notification of termination to the undertaking. The amount to be paid by the Buyer in proportion to the total amount of the consideration laid down in the contract, plus tax, shall be determined. If the Buyer proves that the total amount so determined is excessive, the pro rata amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract.

7.22. Procedure for exercising the right of withdrawal:

7.22.1 If the Buyer wishes to exercise the right of withdrawal, he/she must notify the Service Provider of his/her intention to withdraw by contacting the Service Provider.

7.22.2. In the case of written withdrawal, it is sufficient to send the withdrawal notice within 14 days. In the case of notification by post, the date of posting will be taken into account, in the case of notification by email, the date of sending the email will be taken into account.

7.22.3 In the event of withdrawal, the Buyer must return the ordered product to the Service Provider's address without delay, but no later than 14 days from the date of notification of the withdrawal, or hand it over to the Service Provider. The time limit is deemed to have been observed if the product is sent before the expiry of the 14-day time limit. The customer shall bear the costs incurred for the return of the goods due to the exercise of the right of withdrawal.

7.22.4 The Service Provider is not obliged to reimburse the Buyer for any additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Service Provider. The Buyer may also exercise his right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the goods.

7.22.5 In the case of the sale of several Products, if the delivery of each Product is made at a different time→, the Buyer may exercise the right of withdrawal within 14 days of the date of receipt of the last Product delivered or, in the case of Products consisting of several lots or pieces, of the last lot or piece delivered.

8. WARRANTY, GUARANTEE

Defective performance

The Service Provider shall be deemed to have performed defectively if the service does not meet the quality requirements laid down in the contract or by law at the time of performance. The Service Provider shall not be deemed to have failed to perform if the person entitled was aware of the defect at the time of the conclusion of the contract or should have been aware of the defect at the time of the conclusion of the contract.

Any clause in a contract between a Buyer and an undertaking which derogates from the provisions of this Chapter relating to the warranty of fitness for purpose and the guarantee to the detriment of the Buyer shall be null and void.

Only Users who are Buyers within the meaning of the Civil Code are entitled to several warranty rights.

Warranty

8.1. In what cases can the Buyer exercise the right to a warranty?

In the event of defective performance by the Service Provider, the User may assert a warranty claim against the Service Provider in accordance with the provisions of the Civil Code and Government Decree 373/2021 (30.6.2021).

8.2. What are the Buyer's rights under a warranty claim?

The User may, at its option, make the following warranty claims: request repair or replacement, unless the fulfilment of the claim chosen by the User is impossible or would involve disproportionate additional costs for the company compared to the fulfilment of its other claim. If the repair or replacement was not or could not be requested, he may request a proportionate reduction in the price or, as a last resort, withdraw from the contract.

You may transfer your right to a different warranty, but the cost of this transfer shall be borne by the User, unless it was justified or the company gave a reason for it.

The Buyer shall also be entitled to claim a proportionate reduction of the price or termination of the sales contract, in proportion to the seriousness of the breach of contract, if

- (a) the undertaking has not carried out the repair or replacement or has carried it out but has not dismantled and reinstalled the whole or part of the goods;
- b) refused to make the goods conform to the contract;
- (c) there has been a repeated failure of performance despite the undertaking's attempts to bring the goods into conformity with the contract;
- (d) the non-performance is of such a serious nature as to justify immediate price reduction or immediate termination of the contract of sale; or
- (e) the trader has not undertaken to bring the goods into conformity with the contract or it is clear from the circumstances that the trader will not bring the goods into conformity with the contract within a reasonable time or without significant detriment to the Buyer.

If the Buyer wishes to terminate the contract of sale on the ground of defective performance, the burden of proving that the defect is insignificant shall be on the enterprise.

The Buyer shall be entitled to retain all or part of the outstanding purchase price, in proportion to the seriousness of the breach of contract, until the enterprise has fulfilled its obligations regarding the conformity of performance and the defective performance.

The undertaking must ensure the return of the replaced goods at its own expense. If the repair or replacement requires the removal of goods which were put into service in accordance with the nature and purpose of the goods before the defect became apparent, the obligation to repair or replace includes the removal of the non-conforming goods and the putting into service of the replaced or repaired goods or the bearing of the costs of removal or putting into service.

The reasonable time limit for repair or replacement of the Goods shall be calculated from the date on which the Buyer has notified the business of the defect.

The Buyer must place the goods at the disposal of the undertaking in order for the repair or replacement to be carried out.

The reduction of the consideration shall be proportionate if it is equal to the difference between the value of the goods to which the Buyer is entitled in the case of performance of the contract and the value of the goods actually received by the Buyer.

The Buyer's right to claim for the termination of the contract of sale may be exercised by means of a declaration addressed to the undertaking expressing the decision to terminate the contract.

If the defective performance affects only a specified part of the goods supplied under the sales contract and the conditions for exercising the right to terminate the contract are fulfilled in respect of those goods, the Buyer may terminate the sales contract only in respect of the defective goods, but may also terminate it in respect of any other goods acquired with them if the Buyer cannot reasonably be expected to keep only the goods which are in conformity with the contract.

If the Buyer terminates the contract of sale in whole or in respect of part of the goods supplied under the contract of sale, the Buyer shall

- the Buyer must return the goods concerned to the undertaking at the expense of the undertaking, and
- the firm must reimburse the Buyer for the price paid for the goods concerned as soon as it has received the goods or the certificate of return of the goods.

8.3. What is the deadline for the Buyer to assert a warranty claim?

The Buyer is obliged to notify the defect as soon as it is discovered. A defect communicated within two months of its discovery shall be deemed to have been communicated without delay. Please note, however, that you cannot claim for any defects after the two-year limitation period (one year for business or second-hand products) from the date of performance of the contract. The limitation period does not include the part of the repair period during which the User cannot use the Goods for their intended purpose.

If, in the case of goods containing **digital elements**, the contract of sale provides for the continuous supply of digital content or digital services for a specified period, the undertaking shall be liable for any defect in the goods in relation to the digital content or digital services, if the defect

- in the case of continuous supply for a period of not more than two years, within two years of the delivery of the goods, or
- in the case of a continuous service of more than two years, during the entire duration of the continuous service or becomes detectable.

8.4. Who can you claim against?

The buyer may assert a warranty claim against the Service Provider.

8.5. What other conditions are there for exercising the rights of the Customer to claim a warranty?

Within 1 year from the date of performance, there are no other conditions for asserting a warranty claim other than the notification of the defect, if the User proves that the product or service was provided by the Service Provider operating the webshop. However, after 1 year from the date of performance, the User shall be obliged to prove that the defect detected by the User existed at the time of performance.

Product Warranty

8.6. In which cases can the Buyer exercise the right to a product warranty?

In the event of a defect in movable goods (Goods), the Buyer may, at his option, claim either a warranty for accessories or a product warranty.

8.7 What rights does the Buyer have under a product warranty claim?

As a product warranty claim, the Buyer may only request the repair or replacement of the defective Goods.

8.8. In which cases is the Goods considered defective?

The Goods are defective if they do not meet the quality requirements in force at the time of their placing on the market or if they do not have the characteristics described by the manufacturer.

8.9. What is the deadline for the Buyer to claim under the product warranty?

The Buyer may make a product warranty claim within two years of the date on which the Goods were placed on the market by the manufacturer. After this period has expired, he loses this right.

8.10. Against whom and under what other conditions can the Buyer assert a product warranty claim?

You can only exercise your product warranty rights against the manufacturer or distributor of the movable item. In the event of a product warranty claim, the User must prove that the Goods are defective.

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

The manufacturer (distributor) is only released from its product warranty obligation if it can prove that:

- the Goods were 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 Goods results from the application of a law or a mandatory provision of a public authority.

The manufacturer (distributor) need only prove one ground for exemption.

Please note that you may not make both a warranty claim and a product warranty claim for the same defect at the same time. However, if your product warranty claim is successful, you may assert your accessory warranty claim against the manufacturer for the replaced Goods or repaired part.

9. INFORMATION ON THE PRODUCT WARRANTY AND THE GUARANTEE OF CONFORMITY OF THE GOODS FOR PURCHASERS WHO ARE NOT BUYERS

9.1 A Buyer who is not a consumer may, at his choice, make the following claims under the warranty of conformity: repair or replacement, unless the claim chosen by you is impossible or would involve disproportionate additional costs for the Seller compared with the fulfilment of another claim. If you have not requested or could not request the repair or replacement, you may request a proportionate reduction in the price or the Customer may have the defect repaired or replaced at the expense of the Service Provider or, as a last resort, withdraw from the contract.

9.2 You may transfer your right of warranty for accessories to another, but you shall bear the costs of such transfer, unless it was justified or the Service Provider has given a reason for it.

9.3 In the case of Buyers who are not consumer, the time limit for exercising the right to a warranty of convenience is 1 year, starting on the day of performance (delivery).

9.4. If the Seller voluntarily provides a warranty for a given Goods, it shall indicate this separately when purchasing the Goods. If the manufacturer provides a manufacturer's warranty for the Goods that also covers Buyers who are not consumers, this warranty may be claimed directly from the manufacturer.

10. MISCELLANEOUS PROVISIONS

10.1 If any part of these conditions becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining parts shall not be affected.

10.2 The Parties shall attempt to settle their disputes amicably. The Debrecen District Court and the Debrecen General Court shall have exclusive jurisdiction in disputes relating to the contract.

10.3 The Parties agree that the Service Provider's webshop is located in Hungary and its maintenance is carried out here. Since the site can be visited from other countries, the users expressly acknowledge that the governing law in the relationship between the user and the Service Provider is Hungarian law. If the user is a Buyer, the court of the defendant's (Buyer's) domicile shall have exclusive jurisdiction over the Buyer in any dispute arising from this contract pursuant to Article 26 (1) of the Civil Code.

11. COMPLAINTS HANDLING PROCEDURE

11.1 The Service Provider shall aim to fulfil all orders in a satisfactory manner and to the full satisfaction of the Customer. In the event that the User has any complaint regarding the contract or its performance, he may submit his complaint to the following contact details:

- In person orally at the following address: 4002 Debrecen, Heltai Gáspár street 1.
- By telephone orally at the following telephone number: +36 20 530 85 20
- In writing via the following website: <https://falconstore.isdebrecen.hu/>
- In writing to the following e-mail address: falconstore@isdebrecen.hu
- By post to: 4002 Debrecen, Heltai Gáspár street 1.

11.2 The Service Provider will promptly investigate the oral complaint 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, the Service Provider shall immediately take a record of the complaint and its position and shall provide a copy to the Buyer. In the case of a verbal complaint communicated by telephone or other electronic communication services, the Service Provider shall send its position to the Buyer within 30 days at the latest, together with the substantive reply.

11.3 The Service Provider shall reply to the written complaint in writing within 30 days in a manner that can be justified on the merits and shall arrange for its communication. The Provider shall state the reasons for rejecting the complaint. The Service Provider shall keep the minutes of the complaint and a copy of the reply for 3 years and shall present them to the supervisory authorities upon request.

11.4 You are informed that, if your complaint is rejected, you may submit your complaint to a public authority or a conciliation body, as follows

11.5. Complaints may be lodged with the Buyer protection authorities. If the Buyer detects a violation of his/her Buyer rights, he/she has the right to lodge a complaint with the Buyer protection authority competent for his/her place of residence. Once the complaint has been examined, the authority will decide whether to initiate Buyer protection proceedings. The Buyer protection authorities of first instance are the government offices of the capital city and county of the Buyer's place of residence, a list of which can be found here: <http://www.kormanyhivatalok.hu/>

11.6 The Buyer has the right to apply to a conciliation body in the event of a complaint. The competent conciliation body is the one competent for the place of establishment of the Service Provider:

11.7 The conciliation body is competent to settle Buyer disputes out of court. The conciliation body's task is to try to reach an agreement between the parties in order to settle the Buyer dispute and, if this is unsuccessful, to decide on the case in order to ensure the simple, quick, efficient and cost-effective enforcement of Buyer rights.

11.8 In the case of cross-border Buyer disputes related to online sales or online service contracts, all conciliation bodies operated by the county (capital) chambers of commerce and industry may act, taking into account the rules of jurisdiction set out in Section 20 of the Buyer Protection Act.

11.9. The European Commission has set up a website where Buyers can register, allowing them to settle their online shopping disputes by filling in an application form and avoiding court proceedings. This allows Buyers to enforce their rights without, for example, being prevented by distance. The online dispute resolution platform is available here:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

11.10. The business has a duty of cooperation in the conciliation procedure. In this context, it is obliged to send its reply to the conciliation body within the time limits set out in the Act on the Protection of Buyer Rights and Freedoms, upon request by the conciliation body. With the exception of the application of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for Buyer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, the undertaking must ensure the participation of a person authorised to conclude a settlement agreement in the hearing. The representative of the undertaking authorised to conclude a settlement agreement must attend the online hearing online. If the Buyer requests a personal interview, the representative of the undertaking authorised to negotiate a settlement must attend the interview at least online.

11.11. The Buyer is entitled to enforce his claim arising from the Buyer 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.

12. COPYRIGHTS

12.1 Pursuant to Section 1 (1) of Act LXXVI of 1999 on Copyright (hereinafter: the Copyright Act), <https://falconstore.isdebrecen.hu/> as a website is a copyright work, it is prohibited to use <https://falconstore.isdebrecen.hu/> website or any part thereof without the written consent of the Service Provider - with the exception of legal documents, as the User may download the GTC and the Data Management Information without any conditions and restrictions and may store them in any form.

12.2. Any information, images, text, content, layout or nature of the website <https://falconstore.isdebrecen.hu/> and its database may be reproduced with written consent only by linking to the website.

13. DATA PROTECTION

The privacy policy of this website is available at https://falconstore.isdebrecen.hu/en/shop_help.php?tab=privacy_policy.

This document is available in English and Hungarian.

Dated: Debrecen, 01. June 2024.