

Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

GENERAL TERMS AND CONDITIONS (GTC)

www.ebikeshop.hu – Effective from: 20 April 2023

Preamble

Welcome to our Website! Thank you for trusting us with your purchase. These [online store GTC](#) have been prepared by the GTC generator of Fogyasztó Barát.

If you have any questions about the General Terms and Conditions, the use of the Website, the products, or the purchase process, or if you would like to discuss your individual needs, please contact our colleagues using the contact details provided.

Imprint: Data of the Service Provider (Seller, Company)

Name: Ebringa ZRt.

Registered office: H-8000 Székesfehérvár, Palotai út 8/B. 4. em. 1. ajtó

Postal address: H-8000 Székesfehérvár, Palotai út 8/B. 4. em. 1. ajtó

Registering authority: Company Registry Court of the Székesfehérvár Regional Court

Company registration number: 07-10-001523

Tax number: EU VAT#: HU26594684

Represented by: Ákos Szatzger

Telephone: +36 1 3274642

Email: info@ebikeshop.hu

Website: <http://www.ebikeshop.eu>

Bank account number: HU20 1176 3361 3766 0880 0000 0000 (BIC/SWIFT: OTPVHUHB)

Data protection registration number: NAIH-88940/2015

Data of the Hosting Provider

Name: Rackforest

Registered office: Hungary, 1132 Budapest, Victor Hugo utca 11, 5. floor

Contact: +36 1 211 0044 , support@rackforest.hu

Website: <https://rackforest.com/>

Definitions

Goods: the following items, which are included in the offer of the Website and intended for sale on the Website:

- ♦ movable items, including water, gas and electricity stored in containers, bottles or otherwise in limited quantities, or with a specified volume, as well as
- ♦ movable items, which include or are connected to digital content or digital service in such a way that in the absence of the digital content or digital service concerned, the goods would not be able to fulfill their functions (hereinafter: goods containing digital elements).

Goods containing digital elements: movable items, which include or are connected to digital content or digital service



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

in such a way that in the absence of the digital content or digital service concerned, the goods would not be able to fulfill their functions.

Parties: Seller and Buyer, jointly.

Consumer: a natural person acting outside the scope of their profession, independent occupation or business activity.

Consumer contract: a contract, one of whose parties is considered a consumer.

Functionality: the ability of goods containing digital elements, a digital content, or a digital service to perform functions appropriate to their purpose.

Manufacturer: the producer of the Goods, in case of imported Goods, the importer bringing the Goods into the territory of the European Union, as well as any person who, by indicating the name, trademark or other distinguishing mark of the Goods, presents themselves as the manufacturer.

Interoperability: the ability of goods containing digital elements, a digital content, or a digital service to interoperate with a hardware and software different from that with which the same type of goods, digital content or digital service are generally used.

Compatibility: the ability of goods containing digital elements, a digital content, or a digital service to interoperate, without the need for conversion, with a hardware and software with which the same type of goods, digital content or digital service are generally used.

Website: this website, which serves as a basis for the conclusion of the contract.

Contract: A sales contract concluded by and between the Seller and the Buyer by using the Website and electronic correspondence.

Durable medium: any device that enables the consumer or the company to store the data addressed to them personally in a manner that is still accessible in the future and for a period appropriate to the purpose of the data, as well as to display the data stored in an unchanged form.

Device enabling communication between distant parties: a device that is suitable for making a contractual declaration by distant parties, in order to conclude the contract. Such a device is, in particular, an addressed or unaddressed form, a standard letter, an advertisement published in a press product with an order form, a catalogue, a telephone, a fax and a device providing Internet access.

Distance contract: a consumer contract that is concluded within the framework of a distance sale system organised for the provision of goods or services in accordance with the contract, without the simultaneous physical presence of the parties in such a way that, in order to conclude the contract, the contracting parties exclusively use a device enabling communication between distant parties.

Undertaking: a person acting within the scope of their profession, independent occupation or business activity.

Buyer/You: a person making a purchase offer and concluding a contract through the Website.

Guarantee: In case of contracts concluded by and between the consumer and the company (hereinafter: consumer contract), the guarantee undertaken pursuant to the Civil Code,

1. for the performance of the contract, which the company undertakes voluntarily for the appropriate performance of the contract in addition to or in the absence of its legal obligation, as well as
2. the mandatory guarantee based on legal regulations.

Purchase price: consideration to be paid for the Goods and for the provision of digital content.

Applicable laws

Hungarian laws and in particular, the following legislation shall be applied to the Contract:

- ♦ Act CLV of 1997 on Consumer Protection
- ♦ Act CVIII of 2001 on Electronic Commerce and Information Society Services
- ♦ Act V of 2013 on the Civil Code



- ♦ Government Decree No. 151/2003. (IX.22.) on the mandatory guarantee for certain consumer durables
- ♦ Government Decree No. 45/2014. (II.26.) on the specific rules of contracts between consumers and business parties
- ♦ Decree No. 19/2014. (IV.29.) of the Minister for National Economy on the procedural rules for dealing with guarantee and warranty claims for things sold under a contract between a consumer and a business party
- ♦ Act LXXVI of 1999 on Copyright
- ♦ Act CXII of 2011 on Informational Self-Determination and Freedom of Information
- ♦ Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- ♦ Regulation (EU) 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 Directive 95/46/EC (General Data Protection Regulation)
- ♦ Government Decree No. 373/2021. (VI. 30.) on the detailed rules for contracts between consumers and business parties for the sale of goods and the supply of digital content and digital services

Scope and acceptance of the GTC

The content of the contract concluded by and between us is established, in addition to the provisions of the relevant mandatory legislation, by these General Terms and Conditions (hereinafter: GTC). Accordingly, the GTC contains your and our rights and obligations, the conditions for the conclusion of the contract, the completion deadlines, the delivery and payment terms, the liability rules, as well as the conditions for exercising the right of withdrawal.

The technical information required for the use of the Website, which is not contained in the GTC, is provided by other information available on the Website.

Before finalising your order, you must read the provisions of the GTC.

Language of the contract, form of the contract

The language of the contracts falling within the scope of the GTC is English.

Contracts falling within the scope of the GTC are not considered written contracts, and they are not filed by the Seller.

Prices

Prices are in EUR and include local VAT. The Seller may amend the prices for reasons of business policy. Amendments to prices do not apply to contracts that have already been 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 will act on the basis of Section "Procedure in case of incorrect price" of the GTC.

Procedure in case of incorrect price

The following shall be considered an obviously incorrectly indicated price:

- ♦ price of EUR 0;
- ♦ price reduced by a discount, but the price incorrectly indicates the discount (e.g. in case of Goods of HUF 1,000, Goods offered for HUF 500 with a 20% discount).

In case of any incorrectly indicated price, the Seller shall offer the possibility of purchasing the Goods at the actual price, with which information the Buyer can decide whether to order the Goods at the actual price or cancel the order



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

without any adverse legal consequences.

Complaint handling and enforcement opportunities

The consumer may submit consumer objections regarding the Goods or the Seller's activities at the following contact details:

- ♦ Customer service opening hours:
- ♦

Winter (November-February): Monday-Friday: 9.00 a.m. - 05.00 p.m.

Summer (March-October): Monday-Friday: 10.00 a.m. - 06.00 p.m., Saturday: 10.00 a.m. - 01.00 p.m.

- ♦ Telephone: +36 1 3274642
- ♦ Website: <http://www.ebikeshop.eu>
- ♦ Email: info@ebikeshop.hu

Entry in the complaints-book. The complaints-book is available at the Seller's store (customer service). The Seller will respond in writing to entries recorded in the complaints-book within 30 days.

The consumer may **communicate the complaint to the company verbally or in writing**, which applies to the conduct, activity or omission of the company or a person acting in the interest or for the benefit of the company that is directly related to the distribution or sale of the goods to consumers.

The company shall investigate verbal complaints immediately and remedy them, as necessary. If the consumer disagrees with the handling of the complaint, or the immediate investigation of the complaint is not possible, the company shall record the complaint and its position on it immediately, and hand over a copy of it to the consumer on the spot in case of a verbal complaint communicated in person. In case of a verbal complaint communicated by telephone or using other electronic communication services, the complaint shall be sent to the consumer at the latest within 30 days, in accordance with the regulations for the response to a written complaint, at the same time as the substantive response. Otherwise, the company shall act as follows in case of a written complaint. If the directly applicable legal act of the European Union does not provide otherwise, **the company shall respond to the written complaint in writing within thirty days** of its receipt **and take measures to communicate it**. A shorter deadline than this can be established by legislation, and a longer deadline by law. The company shall justify its position if it rejects the complaint. The company shall assign a unique identification number to a verbal complaint communicated by telephone or using an electronic communication service.

The record of the complaint shall contain the following:

1. the consumer's name, residence;
2. the place, time and method of submitting the complaint;
3. the detailed description of the consumer's complaint, the list of documents and other evidence presented by the consumer;
4. the company's declaration on its position regarding the consumer's complaint, if the complaint can be investigated immediately;
5. the signature of the person taking the record and, with the exception of verbal complaints communicated by telephone or other electronic communication services, the signature of the consumer;
6. the place and date of the record;
7. in case of a verbal complaint communicated by telephone or other electronic communication services, the unique identification number of the complaint.

The company shall keep the record of the complaint and a copy of the response for three years, and present it to the investigating authorities upon request.

In case of rejection of a complaint, the company shall inform the consumer in writing at which authority or conciliation panel



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

the customer may initiate a procedure on the basis of the complaint, depending on the nature of the complaint. The information shall also include the registered office, telephone and internet contact details, as well as mailing address of the authority and the conciliation panel competent based on the consumer's residence or place of stay. The information shall also cover whether the company uses a conciliation panel procedure in order to settle the legal dispute with the consumer. If any legal dispute between the Seller and the consumer is not settled through negotiations, the consumer shall have the following enforcement opportunities:

Consumer protection procedure

The complaints may be filed with the consumer protection authorities. If the consumer notices a violation of consumer rights, the consumer shall be entitled to file a complaint with the consumer protection authority competent based on the consumer's residence. After evaluating the complaint, the authority shall decide whether to conduct a consumer protection procedure. The first instance official tasks for consumer protection are performed by the Government Offices of Budapest and the Counties competent based on the consumer's residence. A list of these can be found at the following link: <http://www.kormanyhivatal.hu/>.

Court procedures

The consumer shall be entitled to enforce their claim arising from a legal dispute before the 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.

Conciliation panel procedure

Please be advised that you may file a consumer complaint against us. If we reject your consumer complaint, you shall be entitled to contact the Conciliation Panel competent based on your residence or place of stay: the condition for initiating a conciliation panel procedure is that the consumer directly attempts to settle the dispute with the concerned company. Based on the consumer's request, the conciliation panel specified in the consumer's request shall conduct the procedure instead of the competent panel.

The company shall cooperate in a conciliation panel procedure.

Within this framework, companies **shall send a response** to the conciliation panel's call, furthermore, the **obligation to appear** before the conciliation panel shall be recorded as an obligation ("ensuring the participation of the person authorised to conclude a settlement agreement at the hearing").

If the company's registered officer or premise is not registered in the county of the chamber that operates the territorially competent conciliation panel, the company's obligation to cooperate extends to offering the possibility of concluding a written settlement agreement that meets the consumer's needs.

In case of violation of the above obligation to cooperate, the consumer protection authority shall act, based on which, as a result of the amendment of law, a **mandatory fine** shall be imposed in case of unlawful behaviour of companies, and there is no possibility of waiving the fine. In addition to the Consumer Protection Act, the relevant provision of the Act on Small and Medium Enterprises has also been amended, thus, the imposition of fines cannot be waived in case of small and medium enterprises either.

In case of small and medium enterprises, the fine can range from EUR 40 to EUR 1350, while in case of non-small and medium enterprises with annual net turnover exceeding EUR 270,100 subject to the Accounting Act, the fine can range from EUR 40 up to 5% of the company's annual net turnover, but may not exceed EUR 1 351 000. By introducing the mandatory fine, the legislator aims to emphasise cooperation with conciliation panels and to ensure the active participation of companies in the conciliation panel procedure.

The conciliation panel is liable for settling legal disputes with consumers outside of court proceedings. The duty of the conciliation panel is to attempt to reach a settlement agreement between the parties for the purpose of settling the legal dispute with the consumer, and in the event of this being unsuccessful, it makes a decision in the case to ensure simple, fast, efficient and cost-saving enforcement of consumer rights. At the request of the consumer or the company, the conciliation panel provides advice on the rights and obligations of the consumer.

The procedure of the conciliation panel is initiated upon the consumer's request. The request must be submitted in writing to the Chair of the conciliation panel: the requirement of written request may be fulfilled by letter, telegram, teletypewriter or fax, as well as by any other device,



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

which enables the recipient to permanently store the data addressed to it for a period appropriate to the purpose of the data, and to display the stored data in an unchanged form and content. **The request shall include the following:**

- a. the consumer's name, residence or place of stay;
- b. the company's name, registered office or concerned premise affected by the legal dispute with the consumer;
- c. designation of the requested panel by the consumer instead of the competent conciliation panel;
- d. a brief description of the consumer's position, the facts supporting it and their evidence;
- e. the consumer's declaration that the consumer attempted to settle the disputed case directly with the company concerned;
- f. the consumer's declaration regarding the fact that they did not initiate the procedure of another conciliation panel in the case, no mediation procedure has been initiated, no statement of claim has been submitted and no request for the issuance of an order for payment has been submitted;
- g. a motion for the panel to deliver a decision;
- h. the consumer's signature.

The deed and its copy (extract), whose content the consumer refers to as evidence shall be attached to the request, thus, in particular, the company's written declaration on the rejection of the complaint, or, in the absence of this, other written evidence available to the consumer about the attempt of the required conciliation.

If the consumer acts through an authorised representative, the authorisation shall be

Online dispute settlement platform



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

The European Commission has created a website, where consumers may register, thus, they have the opportunity to settle their legal disputes related to online purchases by completing a request form, avoiding court proceedings. Thus, the consumers may enforce their rights without, for example, distance preventing them in doing so.

If you wish to make a complaint about the Goods or service you purchased online, and you do not necessarily wish to apply to the court, you may use the tool of online dispute settlement.

On the portal, you and the trader against whom you have filed a complaint may jointly select the dispute settlement panel you wish to entrust with handling the complaint.

The online dispute settlement platform is available at the following link:

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

Copyrights

Pursuant to Section 1(1) Act LXXVI of 1999 on Copyright (hereinafter: Copyright Act), the website is considered copyrighted work, thus, all parts of it are protected by copyright. Pursuant to Section 16(1) of the Copyright Act, the unauthorised use of graphic and software solutions and computer programmes on the website, as well as the use of any application that can be used to modify the website or any part of it, is prohibited. Any material from the website and its database may be transferred, even with the written consent of the right-holder, only by referring to the website and indicating the source. The right-holder is: Ebringa ZRt.

Partial invalidity, Code of Conduct

If any Section of the GTC is legally incomplete or invalid, the other sections of the contract shall remain in force and the provisions of the relevant legislation shall apply instead of the invalid or incorrect part.

The Seller does not have a Code of Conduct pursuant to the Act on the Prohibition of Unfair Commercial Practices against Consumers.

Information on the operation of goods containing digital elements, as well as the applicable technical protection measure

The availability of the servers providing the data displayed on the website is over 99.9% per year. The entire data content is regularly backed up, thus, in the event of any problem, the original data content may be restored. The data displayed on the website are stored in MSSQL and MySQL databases. The sensitive data are stored with an appropriate level of encryption, and hardware support built into the processor is used to encrypt them.

Information on the material properties of the Goods

On the website, we provide information on the material properties of the Goods that may be purchased in the description of each Goods.

Correction of errors in data entry – Liability for the truthfulness of the data provided

During order, before finalising it, you may change the data you entered at any time (clicking the back button in the browser opens the previous page, thus, the entered data may be corrected even if you have already advanced to the next page). Please note that it is your liability to ensure that the data provided by you are entered accurately, as the Goods will be invoiced and delivered based on the data provided by you. Please note that an incorrectly entered email address or the fullness of the storage space belonging to the mailbox may result in the lack of delivery of the confirmation and prevent the conclusion of the contract. If the Buyer has finalised the order and discovers any error in the data provided, they shall initiate the amendment of the order as soon as possible. The Buyer may notify the Seller of the amendment of the incorrect order by sending a letter from the email address provided at the time of the order, or by calling the Seller.



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

Use of the website

The purchase is not subject to registration.

Information on the use of the website

Selection of the Product

By clicking on the product categories on the website, you may select the desired product family and the products within it. By clicking on the various products, you may view the product's photos, description and price. In case of purchase, you shall pay the price indicated on the website. Accessories that may be visible in the photos are not part of the product, unless emphasised in the product description.

Add to shopping cart

After selecting the Product, you may click the "Add to shopping cart" button to place the product in the shopping cart without incurring any purchase or payment obligations, as placing the product in the cart does not constitute an offer. We recommend that you place the product in the shopping cart even if you are not sure whether you wish the purchase that product, as this way you may review with one click which products you have selected at the given moment, and you may view and compare them displayed on one screen. The content of the shopping cart may be amended freely until the order is finalised. Until you click the "**Send order**" button, you may remove products from the shopping cart and add new products to it.

If you place the selected product in the shopping cart, you will receive an immediate confirmation on the website. If you do not wish to select more products, click the "**Buy**" or "**View shopping cart**" button.

View shopping cart

When using the website, you may check the content of the shopping cart at any time by clicking on the "Shopping cart" icon at the top of the website. There, you have the opportunity to remove the selected products from the shopping cart, and you may also change the quantity of products in the shopping cart. After the change, the system displays the information corresponding to the data you have changed, including the price of the products added to the shopping cart.

If you do not wish to select additional products and place them in the shopping cart, you may continue your purchase by pressing the "Order" button.

Order page

After pressing the "Order" button, the "Order" page appears, where you may enter the information required to place the order.

You may place an order with or without registration (purchasing as a guest). In the first case, click the "Login", and in the latter case, click the "Skip login" button.

In case of *login*, the website redirects you to the login interface. If you have already registered, please enter your email address and password, then click the "Login" button. The system will then redirect you back to the purchase data.



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

If you have not yet registered, click the “Registration” tab, where after entering the data required for registration (name, email address, password, acceptance of Privacy Policy), click the “Registration” button. After successful registration, the system will redirect you back to the purchase data. If you have already registered, but you need further help to log in, click on the “Forgot password” link and enter the email address you used for previous registration. You may set a new password for the account by clicking on the link in the password reminder email sent to this email address.

By selecting the *Skip login* function, you may place an order without creating an account.

In the “Invoicing address” block, you may enter the invoice data required to place the order: Last name, First name, Company name, Tax number, Email address, Telephone, City, Postal code, Street, House number.

In the “Delivery address” block, you may enter the delivery data required to place the order: Last name, First name, Company name, City, Postal code, Street, House number.

You may choose the appropriate delivery method on the interface. You may choose from the following delivery methods: courier service Gebrüder Weiss in case of bicycle purchases.

You may choose the appropriate payment method on the interface. You may choose from the following payment methods: Direct bank transfer, Debit or credit card payment.

Placing an order

After filling and checking the above data, you will arrive at the order summary page by clicking the “Summary” button. There, you may check the order data, or if you wish to amend the order, you may do so by clicking the Edit icon.

If the order data are correct, you may place your order by clicking the *Send order* button.

Finalising an order (making an offer)

If you are convinced that the content of the shopping cart corresponds to the Goods you wish to order and your data are correct, you may close your order by clicking the “Send order” button. The information communicated on the website do not constitute an offer to the conclusion of a contract on the part of the Seller. In case of orders falling under the scope of the GTC, you are considered to be the offeror.

By pressing the “Send order” button, you expressly acknowledge that your offer shall be considered as placed, and your declaration, in the event of confirmation by the Seller in accordance with the GTC, implies payment obligation. You are bound by your offer for a period of 48 hours. If your offer is not confirmed by the Seller within 48 hours according to the GTC, you will be released from the binding effect.

Processing of an order, conclusion of a contract

Orders are processed in two stages. You may place your order at any time. You will first receive an automatic confirmation of your order, which only records the fact that your order has been received through the website, however, this confirmation does not constitute acceptance of your offer. If you notice that the automatic confirmation email notification contains your data incorrectly (e.g. name, delivery address, telephone, etc.), you shall inform us of this fact by email, simultaneously by entering the correct data. If you do not receive the automatic confirmation email within 24 hours of placing your order, please contact us, as it is possible that your order did not arrive in our system due to technical reasons.

After sending your offer, the Seller will confirm your offer through a second email. The contract is concluded when the confirmation email sent by the Seller becomes available to you in your mailing system (second confirmation).

Payment methods



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

Bank transfer

You may pay for the products also by bank transfer. Data required for the transfer: Bank of the beneficiary: OTP Bank Name of the beneficiary : Ebringa ZRt. Bank account number of the beneficiary: HU20 1176 3361 3766 0880 0000 0000 (BIC/SWIFT: OTPVHUIB)

Debit or Credit card

You may pay for the products by credit/debit card. For completing a purchase with this payment method you are required to accept the following data transfer statement:

Data transfer statement

I acknowledge that the following personal data stored by Ebringa Zrt. (8000 Székesfehérvár, Palotai út 8/B 4. em. 1.), as Controller, in the user database of <https://ebikeshop.eu> will be transferred to OTP Mobil Kft., as Processor.

The data transferred by the Controller are the following:

- E-mail address
- Invoicing data:
 - name
 - country
 - state
 - city
 - zip
 - address

The nature and purpose of the data processing activity performed by the Processor can be found in the SimplePay Privacy Policy at the following link: <https://simplepay.hu/vasarlo-aff>.

Delivery/acceptance methods, collection/acceptance fees

Home delivery with courier service Gebrüder Weiss

Boxes of larger weight are delivered by courier service Gebrüder Weiss. We will send you a **proforma invoice** for your order, after the transfer of which, our colleagues will pack the requested products and hand them over to the courier service.

If you have ordered a **bicycle**, after commissioning, we will remove the pedals, turn/disassemble the handlebar and, depending on the type of bicycle, remove the front wheel. **You must reassemble these after acceptance. We will send you instructions for assembly electronically.**

Warning: Please only choose this option if you have appropriate experience in bicycle assembly. Please note that improper commissioning may endanger the proper functioning of the bicycle and therefore, may create the risk of accidents, for which Ebringa Zrt. assumes no liability.

Unprofessional commissioning may damage the elements of the bicycle, thus, do not choose this option if you do not have appropriate expertise and experience.

Please note that electric bicycles are classified as vehicles, thus, the Buyer is liable for maintenance. You may have the maintenance performed at any of our designated service stations (availability of our service stations: <https://ebikeshop.hu/uzletek>).



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

The fee for this delivery method is dependent on the delivery address..

Completion date

The general completion date is a maximum period of 30 days from the confirmation of the order. In case of delay by the Seller, the Buyer shall be entitled to set an additional deadline. If the Seller does not perform within the additional deadline, the Buyer shall be entitled to withdraw from the contract.

Reservation of rights, ownership clause

If you previously ordered Goods, which you did not accept during delivery (not including cases where you exercised your right of withdrawal), or the Goods were returned to the Seller with the indication "unclaimed", the Seller makes the completion of the order subject to the advance payment of the purchase price and delivery costs.

The Seller may withhold the handover of the Goods until it ascertains that the payment of the price of the Goods has been successfully made using the electronic payment solution (including the case when, in case of Goods paid by bank transfer, the Buyer transfers the purchase price in the currency of their Member State, and due to the conversion, as well as bank commissions and costs, the Seller does not receive the full amount of the purchase price and the delivery fee). If the price of the Goods has not been paid in full, the Seller may call on the Buyer to supplement the purchase price.

Sales abroad

During the use of the Seller's Website, it does not distinguish between Buyers within the territory of Hungary and the territory of the European Union. In the absence of a different provision contained in the GTC, the Seller shall ensure the delivery/acceptance of the ordered Goods in the territory of Hungary.

The provisions of the GTC shall apply to purchases outside of Hungary as well, with the proviso that, based on the provisions of the relevant decree, in the interpretation of this Section, a buyer is a consumer who is a citizen of a Member State, or has a residence in a Member State, or a company that has a place of establishment in a Member State, and purchases goods or uses services for the sole purpose of end-use within the European Union, or acts with such intention. A consumer is a natural person who acts for a purpose that is outside the scope of their commercial, industrial, craft or professional activities.

The language of communication and purchase is primarily Hungarian, the Seller is not obliged to communicate with the Buyer in the language according to the Buyer's Member State.

The Seller is not obliged to comply with the non-contractual requirements set out in the national law of the Buyer's Member State in relation to the Goods concerned, such as labeling or sector-specific requirements. Furthermore, the Seller is not obliged to inform the Buyer of these requirements.

Unless otherwise specified by the Seller, local VAT shall be applied to all Goods. The Buyer may exercise their enforcement opportunities according to the GTC.

In case of the application of an electronic payment solution, the payment shall be made in the currency specified by the Seller.

The Seller may withhold the handover of the Goods until it ascertains that the payment of the price of the Goods and the delivery fees has been successfully and fully made using the electronic payment solution (including the case when, in case of Goods paid by bank transfer, the Buyer transfers the purchase price (delivery fee) in the currency of their Member State, and due to the conversion, as well as bank commissions and costs, the Seller does not receive the full amount of the purchase price). If the price of the Goods has not been paid in full, the Seller may call on the Buyer to supplement the purchase price.

In order to hand over the Goods, the Seller provides the same handover options to non-Hungarian Buyers as to Hungarian Buyers.

If, according to the GTC, a Buyer may request the delivery of the Goods to the territory of Hungary or to the territory of any other Member State of the European Union, a non-Hungarian Buyer may also request the same by any of the



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

delivery methods indicated in the GTC.

If, according to the GTC, the Buyer may choose to collect/accept the Goods in person at the Seller, a non-Hungarian Buyer may also request the same.

Otherwise, the Buyer may request that the Goods be transported abroad at their own expense. Hungarian Buyers shall not be entitled to this right.

The Seller completes the order after the payment of the delivery fee. If the Buyer fails to pay the delivery fee to the Seller, or does not resolve the delivery themselves until the pre-agreed date, the Seller will terminate the contract and refund the pre-paid purchase price to the Buyer.



Consumer Information Document

Information on the consumer's (buyer's) right of withdrawal

Pursuant to Section 8:1(1)3 of the Civil Code, only a natural person acting outside the scope of their profession, independent occupation or business activity is considered a consumer, therefore, **legal persons may not exercise the right of withdrawal without providing justification.**

Pursuant to Section 20 of Government Decree No. 45/2014. (II. 26.), the consumer may exercise the right of withdrawal without providing justification. The consumer may exercise the right of withdrawal

a) In case of a contract for the sale of goods, within the period from the date of the collection/acceptance of **aa)** the Goods;

ab) in case of the sale of more Goods, if the individual Goods are delivered at different times, the last delivered Goods,

by the consumer or by a third party indicated by the consumer, who shall be other than the carrier, which deadline shall be 14 days.

The period for withdrawal ensured by Government Decree No. 45/2014. (II. 26.) is 14 days. Any other period for withdrawal undertaken by the Seller in the GTC in addition to this deadline shall be a voluntary commitment in addition to the content of the law.

The provisions of this Section shall not affect the consumer's right to exercise the right of withdrawal specified in this section during the period between the date of conclusion of the contract and the date of collection/acceptance of the Goods.

If the consumer has made an offer to conclude the contract, the consumer shall have the right to withdraw from the offer before the conclusion of the contract, which terminates the offer covering the conclusion of the contract being binding on the consumer.

Declaration of withdrawal, exercising the consumer's right of withdrawal or right of termination

The consumer can exercise their right laid down in Section 20 of Government Decree 45/2014 (II.26.) through a relevant clear declaration, or by using a sample declaration that can also be downloaded from the website.

The validity of the consumer's declaration of withdrawal

The right of withdrawal shall be considered to have been exercised within the deadline if the consumer sends their statement within the deadline. The deadline shall be 14 days.

In the event of withdrawal or termination in writing, it shall be sufficient to send the statement of withdrawal or termination within 14 days.

The period for withdrawal ensured by Government Decree No. 45/2014. (II. 26.) is 14 days. Any other period for withdrawal undertaken by the Seller in the GTC in addition to this deadline shall be a voluntary commitment in addition to the content of the law.

The consumer shall prove that they have exercised their right of withdrawal in accordance with this provision.

The Seller shall confirm the receipt of the consumer's withdrawal statement via electronic data media upon arrival.

The Seller's obligations in the event of the consumer's withdrawal

The Seller's reimbursement obligation



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

If, in accordance with Section 22 of Government Decree No. 45/2014. (II. 26.), the consumer withdraws from the contract, the Seller shall refund the total amount paid by the consumer as consideration, including the costs incurred in connection with the performance, such as the shipping fee, as well.

Please note that this provision shall not apply to additional costs caused by selecting a mode of transport other than the least expensive standard mode of transport.

The method of the Seller's reimbursement obligation

In the event of withdrawal or termination in accordance with Section 22 of Government Decree No. 45/2014. (II. 26.), the Seller shall reimburse the amount the consumer is entitled to by the same payment method that the consumer used. Based on the consumer's explicit consent, the Seller may use another payment method for reimbursement, but the consumer may not be charged any additional fees as a result. The Seller shall not bear any responsibility for late payment due to a wrong and/or inaccurate bank account number or postal address provided by the Consumer.

Additional costs

If the consumer explicitly chooses a mode of transport different from the least expensive standard mode of transport, the Seller shall not be obliged to reimburse the arising additional costs. In this case, our obligation of reimbursement shall not exceed the indicated general shipping charges.

Right of withholding

The Seller may withhold the amount that is due to the consumer until the consumer has returned the Goods or proven beyond doubt that they have returned it; out of the two dates, the earlier date shall be considered. We cannot accept consignments sent by cash on delivery or by collect on delivery.

The consumer's obligations in the event of withdrawal or termination by the consumer

The return of the Goods

If, in accordance with Section 22 of Government Decree No. 45/2014. (II. 26.), the consumer withdraws from the contract, the consumer shall return the Goods immediately, but within 14 days after the notice of withdrawal at the latest, and hand over the Goods to the Seller or the person authorised by the Seller to collect/accept the Goods. The return is considered to be completed by the deadline if the consumer sends the Goods before the deadline.

Bearing the direct costs related to the return of the Goods

The consumer shall bear the direct costs of the return of the Goods. The Goods shall be returned to the Seller's address: Ebringa Zrt. Hungary 2045 Törökbálint, Dulácska street 2. If the consumer terminates the service contract concluded off-premises or between absent parties after the start of the performance, they shall be obliged to pay the company a fee proportionate to the service performed until the date of notification of the termination to the company. The proportionate amount to be paid by the consumer shall be determined on the basis of the total amount of the consideration specified in the contract, including taxes. If the consumer proves that the amount determined in the manner above is too high, the proportionate amount shall be calculated based on the market value of the services performed until the date of the termination of the contract. Please take into account that we cannot receive any Goods returned by means of cash on delivery or collect on delivery.

The consumer's liability for depreciation

The consumer shall be liable for the depreciation arising from the use of the Goods exceeding the degree of use



needed for the identification of the characteristics and features of the Goods and the testing of its operation.

The right of withdrawal cannot be exercised in the following cases

The Seller expressly draws your attention to the fact that you are not entitled to exercise your right of withdrawal in the cases specified in Section 29(1) of Government Decree No. 45/2014 (II.26.):

- a. however, after the full performance of the service, if the contract creates a payment obligation for the consumer, this exceptional case can only be referred to if the performance started with the express prior consent of the consumer and the consumer's acknowledgment that they shall lose their right of withdrawal as soon as the company fully performs the contract;
- b. with regard to Goods or services whose price or fee depends on the possible fluctuation of the financial market which cannot be influenced by the company, even in the period during which the right of withdrawal can be exercised;
- c. in the case of non-pre-manufactured Goods which have been manufactured based on the instructions or at the express request of the consumer, or in the case of clearly customised Goods;
- d. regarding Goods which are perishable or keep their quality for a short time;
- e. regarding Goods in closed packages which cannot be returned after opening for health protection and sanitary reasons;
- f. regarding Goods which, by their nature, are inseparably mixed with other Goods after handover;
- g. regarding alcoholic beverages, the actual value of which depends on market fluctuations beyond the company's control, and the price of which was agreed upon by the parties when concluding the sales contract, but the performance of the contract only takes place following the 30th day after the conclusion of the contract;
- h. in the case of a contract for services where which the company visits the consumer at the consumer's express request in order to carry out urgent repair or maintenance jobs;
- i. regarding the sale and purchase of audio and video recordings in sealed packaging, as well as copies of computer software, if the consumer has opened the packaging upon delivery;
- j. regarding newspapers, journals and periodicals, except for subscription contracts;
- k. in the case of contracts concluded at a public auctions;
- l. with the exception of housing services, in the case of a contract on providing accommodation, transport, car rental, catering services or services related to leisure activities, if a closing day or a deadline for performance was specified in the contract;
- m. regarding digital content provided on intangible data media, if the Seller started performance with the consumer's express, prior consent, and the consumer declared upon giving their consent that they shall lose their right of withdrawal after the start of performance, and the company has sent a confirmation to the consumer.

Information on product warranty and implied warranty for guaranteeing the compliance of the goods related to consumer contracts

This section of the Consumer Information Document was prepared based on the authorisation of Section 9(3) of Government Decree 45/2014 (II.26.), taking into account Annex 3 of Government Decree No. 45/2014 (II.26.).

The Consumer Information Document exclusively applies to Buyers who qualify as consumers. The rules applying to buyers who are not considered to be consumers are included in a separate chapter.

Requirements for contractual performance in the case of a consumer contract

In general, the requirements for contractual performance apply to goods sold under a consumer contract and goods which contain a digital element.

At the time of performance, the Goods and the performance shall comply with the requirements set forth in Government Decree No. 373/2021. (VI.30.).



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

In order for the performance to be regarded as contractual, the Goods which are the subject of the contract

- ♦ shall comply with the description, quantity, quality, type in the contract, and shall have the functionality, compatibility, interoperability and other characteristics specified in the contract
- ♦ shall be suitable for any purpose specified by the consumer, of which the consumer notified the Seller at the time of concluding the contract at the latest, **and which the Seller accepted**
- ♦ shall have all the accessories and user manuals specified in the contract – including commissioning instructions, installation instructions, and customer service support – and shall provide the updates specified
- ♦ in the contract.

In order for the performance to be considered to be contractual – additionally – the Goods which are the subject of the contract

- ♦ shall be suitable for the purposes which, in the case of the same type of Goods, are determined by law, technical standard or, in the absence of a technical standard, by the governing code of conduct
- ♦ shall have the quantity, quality, performance and other characteristics which the Consumer can reasonably expect – in particular regarding functionality, compatibility, accessibility, continuity and safety – which is usual for the same type of Goods, taking into account public statements made by the Seller, its representative or another person participating in the sales chain about the specific characteristics of the Goods – especially in an advertisement or on a label
- ♦ shall have the accessories and instructions which the consumer can reasonably expect – including packaging and commissioning instructions – and
- ♦ shall comply with the characteristics and description of the Goods presented by the company as a sample or model or made available as a trial version prior to the conclusion of the contract.

The Goods shall not comply with the aforementioned public statements if the Seller proves that

- ♦ they were not aware of the public statement, and were not required to be
- ♦ the public statement had already been corrected appropriately by the time of the conclusion of
- ♦ the contract or the public statement could not have affected the eligible party's decision to conclude the contract.

Requirements for contractual performance in the case of the sale of goods sold under a consumer contract

The Seller's performance is defective if the defect in the goods results from unprofessional commissioning, provided that

- a) the commissioning is part of the sales contract and was carried out by the Seller or was carried out under the Seller's responsibility; or
- b) the commissioning had to be carried out by the consumer, and the unprofessional commissioning is the result of deficiencies in the commissioning instructions provided by the Seller – or in the case of goods containing digital elements – by the digital content or digital service provider.

If, in accordance with the sales contract, the goods are commissioned by the Seller, or the commissioning takes place under the responsibility of the Seller, the performance shall be considered completed by the Seller when the commissioning is completed.

If, in the case of goods containing digital elements, the sales contract lays down the continuous provision of digital content or digital services over a specified period of time, the Seller shall be liable for a defect in the goods related to the digital content, if, in the case of continuous service for a period that does not exceed 2 years, the defect occurs or becomes recognisable within 2 years as of the delivery of the goods.

Requirements for contractual performance in the case of the sale of Goods containing digital elements sold under a consumer contract

In the case of goods containing digital elements, the Seller shall ensure that the consumer is notified of the updates to the digital content of the goods or the related digital service – including security updates – which are necessary



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

to maintain the conformity of the goods with the contract, and shall also ensure that the consumer shall also receive such updates.

The Seller shall make the updates available

- ♦ if the sales contract provides for a one-time service of the digital content or digital service, for a period that can be reasonably expected by the consumer based on the type and purpose of the goods and digital elements, as well as the unique circumstances and the nature of the contract; **or**
- ♦ if the sales contract provides for the continuous provision of the digital content for a specified period of time, in the case of continuous service for a period that does not exceed 2 years, for 2 years as of the delivery of the goods.

If the consumer fails to install the provided updates within a reasonable time, the Seller shall not be liable for the defect of the goods, if it arises only from the failure to apply the relevant update, provided that

a) the Seller has informed the consumer about the availability of the update and the consequences of the consumer's failure to install it; and

b) failure to install the update by the consumer or the incorrect installation of the update by the consumer cannot be attributed to the deficiencies of the installation instructions provided by the Seller.

Defective performance cannot be established if, at the time of concluding the contract, the consumer received special information that a specific feature of the goods differed from what is described herein, and at the time of concluding the sales contract, the consumer separately and expressly accepted this deviation.

Implied warranty

In which cases can you exercise your right of implied warranty?

In the event of defective performance by the Seller, you may enforce an implied warranty claim against the Seller in accordance with the provisions of the Civil Code and, in the case of a consumer contract, Government Decree No. 373/2021 (VI.30.).

What rights are you entitled to based on your implied warranty claim?

At your choice, you can enforce the following implied warranty claims:

You can request repair or replacement, unless the fulfilment of your chosen claim is impossible or would mean disproportionate additional costs for the Seller compared to the fulfilment of another claim. If you did not, or could not, request repair or replacement, you may request a proportional reduction of the consideration or, ultimately, you may withdraw from the contract.

You can chose another implied warranty right instead of your selected warranty right, however, you shall bear the cost of the change, unless it was justified or the Seller gave a reason for the change.

In the case of a consumer contract, it shall be assumed until proven otherwise that a defect recognised within one year as of the date of delivery of the goods and goods containing digital elements already existed at the time of delivery of the goods, unless this presumption is incompatible with the nature of the goods or the nature of the defect.

In the case of used Goods, warranty and guarantee rights diverge from the general rules. In the case of used Goods, we can also talk about defective performance, however, the circumstances under which the Buyer could have expected the occurrence of certain defects must be taken into account. As a result of depreciation, certain defects occur more and more frequently, therefore, it cannot be assumed that used Goods can have the same quality as newly purchased ones. Based on the above, the Buyer can only exercise their warranty rights with respect to defects which are beyond the defects resulting from use and which arose independently of them. If the used Goods are defective and the Buyer, who qualifies as a Consumer, was informed of this at the time of purchase, the Service Provider shall bear no liability for the known defect.

The Seller may refuse to make the goods compliant with the contract if the repair or replacement is impossible, or if it would lead to disproportionate additional costs for the Seller, considering all circumstances, including the value represented by the goods in perfect condition, as well as the gravity of the breach of contract.

In accordance with the gravity of the breach of contract, the consumer is also entitled to request a proportionate



delivery of the consideration or to terminate the sales contract if

- ♦ the Seller failed to perform the repair or replacement, or performed it but did not fulfill the following conditions fully or in part
 - the Seller shall ensure the return of the replaced goods at their own expense
 - if the repair or replacement requires the removal of goods which were commissioned in accordance with the nature and purpose of the goods before the defect became recognisable, the repair or replacement obligation includes the removal of the inappropriate goods, the commissioning of the replacement or repaired goods, as well as bearing the costs of commissioning or removal
- ♦ if the Seller has refused to make the goods compliant with the terms of the Contract
- ♦ the performance was defective again, despite the fact that the Seller attempted to make the goods compliant with the contract
- ♦ the defect in performance is so severe that it justifies an immediate reduction in price or the immediate termination of the sales contract, or
- ♦ the Seller has not undertaken to make the goods compliant with the contract, or it is clear based on the circumstances that the company will not make the goods compliant with the contract within a reasonable period or without significant damage to the consumer's interests.

If the consumer intends to terminate the sales contract referring to defective performance, the Seller shall bear the burden of proving that the defect is insignificant.

The Consumer shall be entitled to withhold the remaining part of the purchase price – depending on the gravity of the breach of contract – in whole or in part, until the Seller fulfills its obligations related to the compliance of the performance with the contract and defective performance.

It is a general rule that:

- ♦ the Seller shall ensure the return of the replaced goods at their own expense
- ♦ if the repair or replacement requires the removal of goods which were commissioned in accordance with the nature and purpose of the goods before the defect became recognisable, the repair or replacement obligation includes the removal of the inappropriate goods, the commissioning of the replacement or repaired goods, as well as bearing the costs of commissioning or removal

The reasonable deadline for repairing or replacing the goods shall be calculated as of the time when the Consumer informed the company of the defect.

The consumer shall make the goods available to the company so that the company can complete the repair or replacement.

The delivery of the consideration is proportionate if its amount corresponds to the difference between the value of the goods due to the Consumer in the case of contractual performance and the value of the goods actually received by the Consumer.

The Consumer's implied warranty right to terminate the sales contract can be exercised with a legal declaration addressed to the Seller expressing the Consumer's decision to terminate the contract.

If the defective performance affects only a certain part of the goods supplied under the sales contract, and the conditions for exercising the right to terminate the contract exist in respect of them, the Consumer may terminate the sales contract only regarding the defective goods, but also with respect to any other goods acquired together with the aforementioned goods if the Consumer cannot reasonably be expected to keep only those goods which are in compliance with the contract.

If the Consumer terminates the sales contract in its entirety or only concerning a part of the goods supplied under the sales contract,

- ♦ the Consumer shall return the goods concerned to the Seller at the Seller's expense and
- ♦ the Seller shall immediately refund the purchase price paid for the goods concerned to the Consumer, as soon as they have received the goods or the certificate supporting the return of the goods.



What shall be the deadline for the enforcement of your implied warranty claim?

You shall be obliged to report the defect immediately after its detection. A defect reported within two months after its detection shall be considered a defect reported without delay. At the same time, please note that you can no longer enforce your implied warranty rights beyond the two-year limitation period as of the date of performance of the contract.

The part of the time of repair during which the Buyer cannot use the Goods for their intended purpose shall not be included in the limitation period.

The limitation period of the implied warranty claim for the part of the Goods which are affected by the replacement or repair shall start again. This rule shall also be applied if a new defect arises as a result of the repair.

If the subject of the contract between the consumer and the company is used goods, the parties can also agree on a shorter limitation period; a limitation period that is shorter than one year cannot be validly stipulated in this case either.

Against whom can you enforce your implied warranty claim?

You can enforce your implied warranty claim against the Seller.

What other conditions are there for exercising your implied warranty rights?

Within one year as of the date of delivery, there is no other condition for enforcing your implied warranty claim, apart from reporting the defect, if you prove that the Goods were provided by the Seller. However, beyond one year after delivery, you shall be already obliged to prove that the defect you detected already existed at the time of delivery.

Product warranty

In which cases can you exercise your right of product warranty?

In the event of a defect in movables (Goods), you are entitled to – at your discretion – enforce an implied warranty claim or a product warranty claim.

What rights are you entitled to based on your product warranty claim?

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

In which case are the Goods considered to be defective?

Goods are defective if they do not meet the quality requirements in force at the time it is placed on the market, or if they do not have the characteristics described by the manufacturer.

What shall be the deadline for the enforcement of your product warranty claim?

You shall be entitled to enforce your product warranty claim within two years as of the Product's being placed on the market by the manufacturer. After this deadline, you will lose the aforementioned right.

Against whom and under what other conditions can you enforce your product warranty claim?

You may only exercise your product warranty claim against the manufacturer or distributor of movables. You shall prove the defect of the Goods in the event of enforcing a product warranty claim.

In what cases is the manufacturer (distributor) exempt from its product warranty obligation?

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

- ♦ it manufactured or marketed the Goods outside the scope of its business activities, or
- ♦ the defect was not recognisable according to the state of science and technology at the time when the Goods were placed on the market or
- ♦ the defect of the Goods results from the application of a law or a mandatory official regulation.



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

It is enough for the manufacturer (distributor) to prove one reason for exemption.

Please note that due to the same defect, you cannot enforce an implied warranty claim and a product warranty claim at the same time, simultaneously. However, if your product warranty claim is successfully enforced, you are entitled to enforce your implied warranty claim for the replaced Goods or repaired part against the manufacturer.

Guarantee

In which cases can you exercise your right of guarantee?

In accordance with Government Decree No. 151/2003. (IX. 22.) on the mandatory guarantee on certain consumer goods designated for long-term use, the Seller shall be obliged to provide a guarantee in the case of the sale of new consumer durables (e.g. technical goods, tools, machines) listed in Annex 1 of the decree, as well as their accessories and parts within the scope specified in the Decree (hereinafter referred to as consumer goods in this section).

In addition, the Seller may voluntarily assume a guarantee, in which case they shall provide a guarantee statement to the customer who is considered to be a Consumer.

The guarantee statement shall be made available to the Consumer on a durable data medium, at the latest upon delivery of the goods.

The guarantee statement shall include the following:

- ♦ the clear statement establishing that, in the event of defective performance of the goods, the Consumer shall be entitled to exercise their statutory implied warranty rights free of charge, such rights shall not be affected by the guarantee
- ♦ the name and address of the guarantor
- ♦ the procedure that the Consumer has to follow in order to enforce the
- ♦ guarantee, the indication of the goods to which the guarantee applies and
- ♦ the conditions of guarantee.

What rights and by what deadline are you entitled to in the case of a mandatory guarantee?

Guarantee rights

Based on their guarantee right, the Buyer may request repair or replacement, a price reduction in the cases specified by law, or ultimately withdraw from the contract if the obligor did not undertake the repair or replacement, is unable to fulfil this obligation within the appropriate deadline, while protecting the right-holder's interests, or if the right-holder's interest in repair or replacement has ceased.

The Buyer may enforce their claim for repair in the Seller's registered office, any places of business, branch, and directly at the repair service specified by the Seller on the guarantee card.

Enforcement deadline

The guarantee claim can be enforced during the guarantee period. In accordance with Government Decree No. 151/2003. (IX. 22.), the guarantee period shall be

- a. in the case of a sale price of HUF 10,000 but not exceeding HUF 100,000: one year,
- b. in the case of a sale price exceeding HUF 100,000 but not higher than HUF 250,000: two years,
- c. in the case of a sale price exceeding HUF 250,000: three years.

Failure to meet the aforementioned deadlines entails the forfeiture of rights, however, in the case of repair of the consumer goods, the guarantee period is extended from the date of handover of the goods for repair by the time during which the Buyer could not use the consumer goods for their intended purpose due to the defect.

The guarantee period begins when the consumer product is handed over to the Buyer, or if the Seller or its authorised representative performs the commissioning, it starts on the day of commissioning.



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

If the Buyer has the consumer goods commissioned more than six months after the date of handover, the start date of the guarantee period shall be the day on which the consumer goods were handed over.

Rules related to the handling of guarantee claims

When handling the repair, the Seller shall strive to complete the repair within 15 days. The deadline open for repair starts upon the receipt of the consumer goods.

If the duration of the repair or replacement exceeds fifteen days, the Seller shall be obliged to inform the Buyer of the expected duration of the repair or replacement.

If, during the first repair of the consumer goods during the guarantee period, the Seller establishes that the consumer goods cannot be repaired, the Seller shall be obliged to replace the consumer goods within eight days, unless otherwise ordered by the buyer. If it is not possible to exchange the consumer goods, the Seller shall be obliged to refund the purchase price on the proof of payment of the consideration for the consumer goods presented by the consumer (the invoice or receipt issued on the basis of the Act on VAT) to the buyer within eight days.

By accepting the General Terms and Conditions, the Buyer consents to receive the information electronically or in any other way suitable for proof of receipt by the Buyer,

If the Seller is not able to repair the consumer goods within 30 days:

- ♦ if the Buyer has agreed to it, the repair can be completed at a later date, or
- ♦ if the Buyer has not agreed to the delayed performance of the repair, or has not made a statement in this regard, the consumer goods shall be replaced within eight days after the unsuccessful expiration of the thirty-day deadline, or
- ♦ if the Buyer has not agreed to the subsequent performance of the repair, or has not made a statement in this regard, but it is not possible to replace the consumer goods, the sale price on the invoice or receipt of the consumer goods shall be refunded to the Buyer within eight days after the unsuccessful expiration of the thirty-day deadline.

If the consumer goods become defective for the 4th time, the Buyer shall be entitled to:

- ♦ request the repair of the goods from the Seller, or
- ♦ instead of the claim for repair, pursuant to Section 6:159(2)(b) of Act V of 2013 on the Civil Code, request a proportionate reduction in the purchase price from the Seller, or
- ♦ instead of the claim for repair, pursuant to Section 6:159(2)(b) of Act V of 2013 on the Civil Code, repair the consumer goods or have them repaired by someone else at the Seller's expense, or
- ♦ if the Buyer has not exercised the aforementioned rights (repair, price reduction and having the goods repaired at the Seller's expense), or has not made a statement in this regard, but it is not possible to replace the consumer goods, the sale price on the invoice or receipt of the consumer goods shall be refunded to the Buyer within eight days after the unsuccessful expiration of the thirty-day deadline.

Consumer goods with a fixed connection subject to a mandatory guarantee in accordance with Government Decree No. 151/2003, or those heavier than 10 kg, or which cannot be transported as hand baggage on public transport – with the exception of vehicles – shall be repaired at the place of operation. If the repair cannot be carried out at the place of operation, the company shall be responsible for the disassembly and commissioning, as well as the transportation and return of the goods, or – in the case of a claim for repair enforced directly at the repair service – the repair service shall be responsible for the aforementioned activities.

Exceptions from guarantee

The regulations written under the point "Rules related to the handling of guarantee claims" shall not apply to e-bicycles, e-scooters, quads, motorcycles, mopeds, cars, motorhomes, caravans, caravans with trailers, trailers, and motorised watercraft.

However, in the case of such Goods, the Seller shall also be obliged to endeavour to fulfill the repair claim within 15 days.

If the duration of the repair or replacement exceeds fifteen days, the Seller shall be obliged to inform the Buyer of the



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

expected duration of the repair or replacement.

How does the guarantee relate to other warranty rights?

The guarantee applies in addition to the warranty rights (product and implied warranty). The main difference between general warranty rights and the guarantee is that in the case of guarantee, the burden of proof is more favourable for the consumer.

During the mandatory guarantee period, the voluntary guarantee assumed by the Seller may not contain conditions which are more disadvantageous for the consumer than the rights provided by the mandatory guarantee rules. However, after that the terms of the voluntary guarantee can be freely determined, but the guarantee may not affect the existence of the consumer's legal rights, including those based on implied warranty in this case either.

Claim for replacement within three working days

The institution of claim for replacement within three working days also applies to sales through online stores. A claim for replacement within three working days shall apply to new durable consumer goods under the Government Decree No. 151/2003. (IX. 22.), according to which, if someone enforces the institution of claim for replacement within 3 working days, the seller shall interpret this as meaning that the Goods were already defective at the time of sale and the Goods shall be replaced without further ado.

When is the Seller exempt from their guarantee obligation?

The Seller shall become exempt from their guarantee obligation only if they prove that the cause of the defect arose after delivery.

Please note that, due to the same defect, you cannot enforce an implied warranty claim and a guarantee claim, or product warranty claim and a guarantee claim at the same time, simultaneously with each other, but otherwise you shall be entitled to the rights arising from the guarantee regardless of the warranty rights.

We would also like to draw your attention to the fact that in order to enforce a guarantee claim, it is necessary to carry out the compulsory servicing prescribed by the manufacturer, which we recommend to be conducted by Ebringa Zrt. or its representatives. You can find the list of official Bosch brand service points on the following page:

https://www.bosch-ebike.com/en/service/dealer-search?tx_vierwdbosch_poi%5B

[action%5D=location&tx_vierwdbosch_poi%5Bcontroller%5D=Poi&cHash=3622800daa1330d56bc5eccecd086861#](https://www.bosch-ebike.com/en/service/dealer-search?tx_vierwdbosch_poi%5Bcontroller%5D=Poi&cHash=3622800daa1330d56bc5eccecd086861#) If you have a bicycle that is not equipped with a Bosch system, we recommend that you bring the bicycle to one of our designated service points, which can be contacted through: <https://ebikeshop.hu/uzletek>.

E-bringa is exempt from its guarantee obligation if it proves that the cause of the defect arose after the delivery for a reason that is attributable to the consumer; i.e., that the Goods failed due to the use of non-original accessories, or because the repair was carried out in an unofficial specialist service, or that it was damaged because the buyer used non-original supplementary devices and accessories.

The restriction shall not apply to non-consumer buyers.

Voluntary guarantee

If the Seller provides a voluntary **and/or extended** guarantee for given Goods, this fact and the terms of the guarantee shall be indicated separately upon purchasing the Goods.

Information on product warranty and implied warranty for guaranteeing the compliance of the goods in the case of non-consumer Buyers

General rules of implied warranty rights

At their discretion, non-consumer Buyers can enforce the following implied warranty claims:

You can request repair or replacement, unless the fulfilment of your chosen claim is impossible or would mean disproportionate additional costs for the Seller compared to the fulfilment of another claim. If they did not, or could not, request repair or replacement, they may request a proportional reduction of the consideration or,



Domain www.ebikeshop.hu
Email info@ebikeshop.hu
Phone +36 1 327-46-42
Compa Ebringa ZRt.

they can repair the defect or have it repaired by someone else at the expense of the Seller, or – ultimately – they can withdraw from the contract.

You can chose another implied warranty right instead of your selected warranty right, however, you shall bear the cost of the change, unless it was justified or the Seller gave a reason for the change.

In the case of used Goods, warranty and guarantee rights diverge from the general rules. In the case of used Goods, we can also talk about defective performance, however, the circumstances under which the Buyer could have expected the occurrence of certain defects must be taken into account. As a result of depreciation, certain defects occur more and more frequently, therefore, it cannot be assumed that used Goods can have the same quality as newly purchased ones. Based on the above, the Buyer can only exercise their warranty rights with respect to defects which are beyond the defects resulting from use and which arose independently of them. If the used Goods are defective and the Buyer, who qualifies as a Consumer, was informed of this at the time of purchase, the Service Provider shall bear no liability for the known defect.

In the case of buyers who do not qualify as consumers, the deadline for the enforcement of the implied warranty right shall be 1 year, which starts on the day of delivery (handover).

Product warranty and guarantee

Only buyers who qualify as consumers shall be entitled to hold rights related to product warranty and mandatory guarantee. If the Seller provides voluntary guarantee for given Goods, this will be indicated separately when purchasing the Goods.

If the manufacturer provides a manufacturer's guarantee for the Goods which also applies buyers who are not considered consumers, it can be enforced directly at the manufacturer.

