

# Woodfrog Bt.

Woodfrog Accessories

woodfrog.eu – woodfrog.hu



## TERMS AND CONDITIONS

### Woodfrog.eu

The contract concluded under this document is not filed (not subsequently available), is concluded only in electronic form, does not constitute a written contract, is written in Hungarian, does not refer to a code of conduct. We are at your disposal for any questions you may have regarding the operation, ordering and shipping process of the webshop.

The scope of this Terms and Conditions covers legal relationships on the Service Provider's website (<https://woodfrog.eu> <https://woodfrog.hu>) and its subdomains. This Gtf is available continuously (and can be downloaded at any time) from the following website: <https://woodfrog.eu/terms-and-conditions/>

### Definitions:

**User:** Any natural, legal person or organization that uses the services of a Service Provider, contract with a service provider.

**Consumer:** A User who is a natural person acting outside his profession, self-employment or business.

**Business:** A person acting in his profession, self-employment or business.

**Provider:** A natural or legal person or an entity without legal personality providing an information society service who provides a service to the User who enters into a contract with the User.

### Provider details:

Provider name: Woodfrog Bt.

Home of the service provider (and also the place of complaints): Hungary, 1201 Budapest Tótfalusi Kis Miklós sétány 4.

Provider contact details, regularly used e-mail address for contact with users: [shop@woodfrog.eu](mailto:shop@woodfrog.eu)

Company registration number/registration number of the service provider: 13-06-055936; 575/2020

Provider's TAX NUMBER: 21986996-2-13

Name / licensing authority and license number (if any): Capital Commercial Court and Pécel's Mayor's office administration office

Provider's phone number: +36301600960

Language of the contract: Hungarian, English

Hosting provider's name, address, and email address: MediaCenter Hungary Kft.

address: Hungary, 6000 Kecskemét, Shostakovics street. 3. II/6

post address: Hungary, 6001 Kecskemét, Pf. 588.

email address: [mediacenter@mediacenter.hu](mailto:mediacenter@mediacenter.hu)

Data Network Center: Hungary, 1132 Budapest XIII. Victor Hugo street. 18-22. (BIX building)

## BASIC PROVISIONS:

The issues not covered by this Terms and conditions and the interpretation of this terms and conditions shall be governed by Hungarian law, in particular Law V of the Civil Code of 2013 ("Ptk.") and The CVIII of 2001 On certain aspects of electronic services and information society services and Law No 45/26(II) (II) on detailed rules for contracts between consumers and businesses. Relevant provisions of the Orm Regulation. The mandatory provisions of the relevant legislation shall apply to the parties without special clause.

This Terms and Conditions shall remain in force from 02 of September 2020 until its withdrawal. The Service Provider has the right to unilaterally modify the Terms and Conditions (circumstances giving rise to the change: change of law,

business interest, company-related changes). The Service Provider publishes the changes on the website or notifies users who have registered/or have previously purchased the change by e-mail , on the basis of which the User has the right to withdraw from the contract or to terminate it.

The Service Provider reserves all rights to the website, any details thereof and the content displayed therein and the distribution of the website. It is forbidden to download, electronically store, process and sell any content displayed on the website or any details thereof without the written consent of the Service Provider.

## **REGISTRATION / PURCHASE**

The User is obliged to provide his or her real data during registration/purchase. In the case of false or data related to another person during purchase/registration, the resulting electronic contract is void. The Service Provider disclaims its liability if the User uses its services on behalf of another person with the data of another person.

The Service Provider shall not be liable for any delay in delivery or other problems or errors due to the data entered by the User incorrectly and/or inaccurately.

The Service Provider shall not be liable for any damages resulting from the user's forgetting of his/her password or becoming available to unauthorized persons for any reason not attributable to the Service Provider (if there is a registration on the site)

## **RANGE OF PRODUCTS AND SERVICES AVAILABLE FOR PURCHASE**

The products displayed can be ordered online (in some cases by telephone) from the webshop. The prices displayed for the products are in Euro and / or Hun, gross prices (i.e. include statutory VAT, or if the Service Provider invoices vat free, the prices are the amounts payable), but they do not include shipping and payment fees. No separate packing costs will be charged unless the User requests ornamental or other special packaging.

In the webshop, the Service Provider gives details of the name of the product, its description, and the photos of the products. Images displayed on the product listing may differ from the actual one and may be used as an illustration.

If a special price is introduced, the Service Provider will fully inform the Users of the promotion and its exact duration.

If, despite all the diligence of the Service Provider, a incorrect price is placed on the webshop interface, in particular the price of "HUF 0" or "1" which may appear due to a system error, which is manifestly incorrect, e.g. which is significantly different from the well-known, generally accepted or estimated price of the product, the Service Provider is not obliged to confirm the order at the wrong price, but may refuse the offer and offer confirmation at the correct price. In the light of which the User may withdraw his purchase. A significant difference in the market value of a product or service, whether positive or negative, is considered to be a significant difference in accordance with domestic judicial jurisprudence. However, users are informed that the concept of conspicuous value disparity (Civil code § 6:98) is not defined by law.

In the case of a incorrect price of the amount described in previous paragraph, there is a striking disproportionality between the true and indicated prices of the product, which must be immediately detected by the average consumer. Under Law V of the Civil Code of 2013 (Ptk.), the contract is concluded by a mutual and consistent expression of the will of the parties. If the parties are unable to agree on the terms of the contract, i.e. there is no declaration expressing the will of the parties, we cannot speak of a valid contract resulting from rights and obligations.

## **ORDER PROCESS**

After registration, the User logs into the webshop/or can start purchasing without registering .

The user sets the number of products and products to buy.

User puts the selected products in the basket. The user can view the contents of the cart at any time by clicking on the "basket" icon.

If you do not want to buy any more products, check the number of products you want to buy. Click the "delete - X" or „trash can" icon to delete the contents of your cart. To finalize quantity, click "update/add basket".

The user enters the shipping address and then the shipping/payment method, the types of which are:

### Payment methods:

**Payment by after-purchase:** If the ordered product is delivered by courier service or parcel point, it is possible for the User to complete the order to the courier or at the baggage point in cash or by credit card when receiving the ordered product(s).

**By wire transfer:** The user is obliged to transfer the payment of the ordered products to the bank account contained in the confirmation email within 3 days. After the amount has been credited to the Service Provider's bank account, the User is entitled to receive the product(s) in a manner as determined by him or her.

### Payment with PayPal.

How to purchase with PayPal:

The details of the transaction appear on the left side of the page, and on the right there are two choices:

- If you have a PayPal registration, you will see partial details of your pre-entered credit card and the amount to be paid after entering a valid ID and password. If more than one card is registered, you must select the card you want to pay with, and after selection you will be paid back to the store and will be returned to the store shortly afterwards.
- If you do not have a PayPal registration, you can pay the amount with a Guest PayPal access after completing a form without having to register with PayPal. The form asks for the following information (most of which must be filled in):

Country

Card number / Credit card number

Payment Types

Expiration date - credit card expiration date in hh/yy

CSC code is located on the back of the card three-digit security code (right above the signature field);

First name

Last name

Address line 1

Address line 2 (optional)

City

State/Province/Region County

Postal code

Telephone Phone Number - Please enter a real phone number where your bank can reach you if necessary. Country code and area code must be specified.

E-mail address The confirmation of payment will be sent to the e-mail address provided here If you have filled in all the fields, press the "Review and Continue" button at the bottom of the page. Here you can check the information provided, the amount to be paid and the order.

After checking everything, approve the transaction. Within seconds you will receive an email notification of the successful transaction, at the same time the Service Provider will receive the notification of the successful payment and begin processing the order.

### Barion online credit card payment – payment gateway

Online credit card payments are made through Barion. Credit card details are not available to the merchant. Barion Payment Zrt., which provides the service, is an institution under the supervision of the Hungarian National Bank and has a licence number: H-EN-I-1064/2013.

## Transport costs (gross amounts):

Transport charges based on weight, 27% VAT not included

Country	Road transport	Air courier
Hungary	€ 2,45 - 3,19	-
Austria	€ 4,39 - 5,30	€ 10,58 - 25,36
Belgium	€ 10,83 - 17,07	€ 11,32 - 32,13
Bulgaria	€ 4,52 - 6,82	€ 11,32 - 32,13
Czech Republic	€ 3,94 - 4,62	€ 11,03 - 29,60
Denmark	€ 10,86 - 11,57	€ 11,72 - 34,86
France	€ 8,47 - 10,64	€ 11,32 - 32,13
Greece	€ 4,97 - 8,76	€ 11,72 - 34,86
Netherlands	€ 10,25 - 16,3	€ 11,32 - 32,13
Croatia	€ 6,46 - 7,08	€ 11,03 - 29,60
Ireland	€ 10,25 - 13,65	€ 11,32 - 32,13
Poland	€ 3,65 - 4,49	€ 11,03 - 29,60
Germany	€ 4,62 - 5,52	€ 11,03 - 29,60
Italy	€ 7,76 - 9,70	€ 11,32 - 32,13
Portugal	€ 6,98 - 7,43	€ 11,72 - 34,86
Spain	€ 7,11 - 7,43	€ 11,72 - 34,86
Romania	€ 3,61 - 4,42	€ 11,03 - 29,60
Slovakia	€ 3,23 - 3,94	€ 10,58 - 25,36
Slovenia	€ 5,49 - 6,82	€ 11,03 - 29,60
Luxembourg	-	€ 11,32 - 32,13
Cyprus	-	€ 11,72 - 34,86
Estonia	-	€ 11,72 - 34,86
Finland	-	€ 11,72 - 34,86
Latvia	-	€ 11,72 - 34,86
Lithuania	-	€ 11,72 - 34,86
Malta	-	€ 11,72 - 34,86

## Averagy delivery times

Hungary	1-2 work days
Austria	2-3 work days
Belgium	3-4 work days
Bulgaria	3 work days
Czech Republic	2-3 work days
Denmark	4-5 work days
France	4-5 work days
Greece	3-4 work days
Netherlands	3-4 work days
Croatia	4-5 work days
Ireland	4-5 work days
Poland	3 work days
Germany	4-5 work days
Italy	4 work days
Portugal	5-6 work days
Spain	5-6 work days
Romania	2-3 work days
Slovakia	2 work days
Slovenia	3 work days
Luxembourg	2-5 work days
Cyprus	2-5 work days

Estonia	2-5 work days
Finland	2-5 work days
Latvia	2-5 work days
Lithuania	2-5 work days
Malta	2-5 work days

### **Air courier charges outside the EU with 0% VAT, based on weight**

Zone 3	€ 14,37 – 40,80
Zone 5	€ 19,05 – 49,61
Zone 6	€ 21,07 – 51,98
Zone 7	€ 26,41 – 66,03
Zone 8	€ 27,88 – 70,17
Zone 9	€ 32,65 – 82,10

#### **Zone 3:**

Monaco, United Kingdom (UK), Vatican

#### **Zone 5:**

Israel, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Guernsey, Iceland, Jersey, Liechtenstein, Moldova, Montenegro, North Macedonia, Norway, San Marino, Serbia, Kosovo, Las Palmas, Switzerland, Turkey, Ukraine, United States (US)

#### **Zone 6:**

Canada, Mexico

#### **Zone 7:**

Egypt, South Africa, Bahrain, Bangladesh, Bhutan, China, Hong Kong, India, Japan, Iraq, Jordan, Kuwait, Lebanon, Macao, Malaysia, North Korea, Oman, Qatar, Saudi Arabia, Singapore, South Korea, Taiwan, Thailand, United Arab Emirates, Australia

#### **Zone 8:**

Brunei, Cambodia, Indonesia, Laos, Maldives, Myanmar, Nepal, Philippines, Sri Lanka, Vietnam, Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bermuda, Cayman Islands, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Monserrat, Nicaragua, Panama, Puerto Rico, Saint Barthélemy, Sain Kitti and Nevis, Saint Lucia, Saint Martin, Saint Vincent ann the Grenadines, Tírinidad and Tobago, Turks an Caicos Islands, Virgin Islands (British), Virgin Islands (US), New Zealand, Papua New Guinea, Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela.

#### **Zone 9:**

Other countries not detailed above.

### **Averagy delivery times (zone 3, 5, 6, 7, 8, 9): 2-5 days**

If there is a defect or omission in the products or prices in the webshop, we reserve the right to a correction. In this case, we will inform the customer of the new data immediately after the error has been detected or modified. The user can then confirm the order again or withdraw from the contract.

The total amount to be paid is based on the summary of the order and the confirmation letter. The user is obliged to inspect the package without delay, preferably in front of the courier at the time of delivery, and to request a record in the event of any damage to products and packaging, and is not obliged to take over the package in the event of damage. If the User does not inspect the package, he or she commits a breach of contract and bears the consequences of it

(difficulty proving the condition of the product). The product(s) are delivered on working days from 8 to 17 hours unless the chosen courier service/post office otherwise has and consults with the User.

Once the data has been provided, the User can submit his order by clicking on the "submit order/order" button, but before that he can check the information provided again, send a comment about his order or send us an e-mail to indicate his or her other request for an order.

The User acknowledges by ordering that he/she is required to pay.

Fix data entry errors: The user can always go back to the previous stage before closing the ordering process, where he can correct the data entered. In detail: During the order, you can view or modify the contents of the cart, if the cart does not contain the quantity you want to order, in the data entry box in the quantity column, the User can enter the number of quantities that you want to order, and then press the "update/add basket" button. If you want to delete the products in the cart, you click "Delete" "X". During the ordering process, the User has the option to repair/delete the inputs.

The User will receive confirmation by e-mail after the order has been sent. If, from the date of sending the User's order, the user is not received within a reasonable time limit depending on the nature of the service, but not later than 48 hours, the User is exempt from the obligation to tender or to the contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to the Service Provider. The Provider excludes the responsibility for confirmation if the confirmation does not arrive on time because the User entered the wrong e-mail address during registration or is unable to receive a message due to the saturation of the storage space associated with his/her account.

User acknowledges that the confirmation given in the previous section is only an automatic confirmation, the contract does not arise. The contract is concluded when the Service Provider notifies the User of the details and expected execution of the order by means of another e-mail after the automatic confirmation specified in the previous section.

## **PROCESSING AND EXECUTION OF ORDERS**

Orders are processed during opening hours. It is also possible to place the order outside the times indicated as processing the order, if it is processed after the end of the working time, the day after that. In all cases, the service provider's customer service team confirms electronically when it can fulfill your order.

General delivery period within 1-10 working days from the date of conclusion of the contract (excluding individual products and post-ordered batches not in stock).

Under the contract of sale, the Service Provider is obliged to transfer ownership of the goods, to pay the purchase price and to receive the property.

If the seller is a business and the buyer is a consumer and the seller undertakes to deliver the property to the buyer, the risk of damage is transferred to the buyer when the buyer or a third party designated by him takes possession of the property. The risk shall be transferred to the buyer when it is delivered to the carrier, if the carrier has been entrusted by the buyer, provided that the carrier is not recommended by the seller.

If the seller is a business and the buyer is a consumer, unless otherwise agreed by the parties, the seller (under this GTC: Service Provider) is obliged to make the matter available to the buyer (User) without delay, but not later than 30 days after the conclusion of the contract.

In the event of delays, the User is entitled to set an additional time limit. If the seller fails to perform within the additional time limit, the buyer is entitled to withdraw from the contract.

The User is entitled to withdraw from the contract without setting an additional time limit, if

- the Service Provider has refused to perform the contract; Or
- the contract should have been executed at the specified time of performance, and not at any other time, by agreement between the parties or by the recognisable purpose of the service.

If the Service Provider fails to fulfil its contractual obligation because the product specified in the contract is not available to him, he is obliged to inform the User immediately and to refund the amount paid by the User without delay.

The Service Provider reminds users that if the User does not take over the contract-executed products (regardless of the payment method), he or she commits a breach of contract. Under the Ptk. (§6:142), anyone who causes damage to the other party in breach of the contract is obliged to reimburse it. He shall be exempted from liability if he proves that the breach was caused by an unforeseeable circumstance outside his control at the time of the conclusion of the contract and could not be expected to avoid the circumstance or to avert the damage. Compensation shall be made for damage to the service. In the event of a deliberate breach of contract, the Service Provider must be compensated in full.

This means that the Service Provider also enforces the costs incurred by the Purchase and Storage of the products and the cost of transport (back and forth) against the Users, unless the consumer indicates his intention to withdraw.

The Service Provider reminds users that it will use the assistance of its lawyers to assert our legal claims, so that the User is also responsible for paying other (legal) costs (even fees for the order for payment procedure) resulting from the breach of contract.

## RIGHT OF WITHDRAWAL

Directive No 2011/83/EU of the European Parliament and of the Council and Directive no 45/2014 on detailed rules for contracts between consumers and undertakings (II.26) According to the regulation of The Gov. Regulation, the Consumer may withdraw from the contract and return the ordered product without giving reasons within 14 days of receipt of the ordered product. If the Service Provider fails to comply with this information, the 14-day withdrawal period will be extended by 12 months. If the Service Provider provides the information within 14 days of the date of receipt of the product or the conclusion of the contract, but within 12 months, the time limit for withdrawal shall be 14 days from the date of communication of this information.

The Consumer may exercise his right of withdrawal by making a clear declaration in this regard or by making a clear declaration of withdrawal in accordance with [45/2014. \(II.26.\) Government decree](#) By means of a model declaration as set out in Annex 2 to Regulation (C)

The period for exercising the right of withdrawal shall expire 14 days after the date on which the consumer or a third party designated by him, other than the carrier, takes over the product.

The consumer may exercise his right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

The cost of returning the product must be borne by the consumer and the Service Provider has not undertaken to bear that cost.

In the event of exercise of the right of withdrawal, the Consumer shall not be charged any costs other than the cost of returning the product.

The Consumer shall not have the right of withdrawal in the case of a non-prefabricated product produced on the instructions of the consumer or at his express request, or in the case of a product which is clearly imposed on the consumer.

The consumer may also not exercise his right of withdrawal

- in the case of a contract for the provision of the service, after the performance of the service as a whole, if the undertaking has begun the performance with the express prior consent of the consumer and the consumer has acknowledged that he will lose his right of termination after the performance of the service as a whole;
- in respect of a product or service the price or fee of which is not may be subject to the possibility of fluctuations in the exercise of the right of withdrawal during the period for the exercise of the right of withdrawal;
- in respect of a perishable or short-term preservation of a product;
- in respect of a closed-packaged product which, for health or hygiene reasons, cannot be returned after its opening after delivery;

- in respect of a product which, by its very nature, is inextricably mingled with another product after delivery;
- in respect of alcoholic beverages the actual value of which depends on market fluctuations in a manner which cannot be influenced by the undertaking and the price of which was agreed by the parties at the time of conclusion of the contract of sale, but the performance of the contract takes place only after the thirtieth day from the date of conclusion;
- in the case of an enterprise contract in which the undertaking visits the consumer at the express request of the consumer for urgent repair or maintenance work;
- with regard to the sale of sound or image recordings in sealed packaging and copies of computer software, if, after delivery, the consumer has opened the packaging;
- in respect of newspapers, periodicals and periodicals, with the exception of subscription contracts;
- in the case of contracts concluded by public auction;
- in the case of contracts for the provision of accommodation, transport, car rental, catering or service services relating to leisure activities, with the exception of residential services, where a time limit or time limit for the performance specified in the contract has been stipulated;
- as regards the digital data content provided on a non-tangible medium, where the undertaking has commenced the performance with the express prior consent of the consumer and the consumer has declared, at the same time as that consent, that he will lose his right of withdrawal after the performance has commenced.

The Service Provider shall refund the payment to the Consumer immediately and no later than 14 days after the date of receipt of the product/or the receipt of the withdrawal notice, including the shipping fee, within the date of receipt of the withdrawal.

In the course of the refund, the Service Provider shall use a payment method identical to the payment method used in the original transaction, unless the Consumer expressly gives his consent to use another payment method; the application of this method of reimbursement does not charge the Consumer any additional costs.

The Consumer is obliged to return the goods without undue delay, but in no way later than 14 days after the notification of withdrawal from the contract has been sent to the Service Provider, or Service provider address.

In the event of a written withdrawal, the consumer shall have sufficient to send a declaration of withdrawal within 14 days.

The consumer shall comply with the time limit if he returns or transfers the product(s) before the end of the 14-day period.

The consumer shall bear only the direct cost of returning the product, unless the Service Provider has undertaken to bear that cost.

The Service Provider is not obliged to reimburse the Consumer for the additional costs resulting from the choice of the cheapest mode of transport offered by the Service Provider, other than the cheapest normal mode of transport offered by the Service Provider.

The refund Provider may withhold the refund until he has received the goods(s) or the Consumer has provided evidence that he has returned them: the earlier of the two dates shall be taken into account.

If the Consumer wishes to exercise his right of withdrawal, he or she may indicate it in writing (either by means of the attached declaration), by telephone or in person. When you send a written signal by post, you will take into account the time of the post and, when you signal by phone, your signal on the phone. The ordered product can be returned to the Service Provider by post, in person or by courier service.

The Consumer is only responsible for depreciation resulting from use in excess of the use necessary to determine the nature, characteristics and operation of the product.

Directive no 45/2014 on detailed rules for contracts between the consumer and the undertaking (II.26) Government Regulation is available [here](#).

Directive 2011/83/EU of the European Parliament and of the Council is available [here](#).



You can also contact the Service Provider with other complaints from the Consumer by contacting the Service Provider within the contact details contained in this Policy.

The right of withdrawal is granted only to Users who are consumers under the Civil Code.

The right of withdrawal does not apply to the undertaking, i.e. a person who is engaged in his profession, independent occupation or business.

### **How to exercise the right of withdrawal:**

If the Consumer wishes to exercise his right of withdrawal, he is obliged to indicate his intention to withdraw on the Service Provider's contact details.

The consumer shall exercise his right of withdrawal on time if he sends a declaration of withdrawal before the expiry of the 14th day following the date of receipt of the product. In the event of a written withdrawal, only the withdrawal declaration can be sent within 14 days. When signalling by post, the date of delivery, the time of sending the e-mail or fax shall be taken into account when the date of transmission, in the case of notification by e-mail or fax.

In the event of withdrawal, the Consumer shall return the ordered product to the address of the Service Provider without delay, but at the latest within 14 days of the notification of his withdrawal declaration. The time limit is considered to have been respected if you send the product before the 14-day deadline (i.e. no arrival within 14 days). The customer shall bear the costs incurred in returning the goods as a result of the exercise of the right of withdrawal.

However, the Service Provider is not obliged to reimburse the Consumer for the additional costs resulting from the choice of a mode of transport other than the cheapest normal mode of transport offered by the Service Provider. The Consumer shall also exercise his right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

When several products are sold, where each product is delivered at a different time, the purchaser may exercise the right of withdrawal within 14 days of receipt of the last product or piece delivered, or, in the case of a product consisting of several lots or pieces, the last delivered item or piece.

## **WARRANTY**

### **Faulty performance**

Service provider performs incorrectly if the service does not meet the quality requirements laid down in the contract or legislation at the time of performance. Service Provider does not perform incorrectly if the holder knew the error at the time of the conclusion of the contract or must have known about the error at the time of conclusion of the contract.

In the contract between a consumer and an undertaking, the clause which deviates from the provisions of this Chapter relating to warranty and warranty to the detriment of the consumer shall be null and void.

Several warranties are granted only to Users who are consumers under the Civil Code.

User who is an undertaking: a person who is engaged in his profession, independent occupation or business.

### **Warranty**

In what case can the User exercise his/her right to warranty?

In the event of incorrect performance by the Service Provider, the User may claim a warranty against the Service Provider in accordance with the rules of the Civil Code.

What rights do the User have on the basis of his warranty claim?

The User may, at his choice, make the following warranty claims: he may request a repair or replacement, unless the fulfilment of the user's chosen demand is impossible or would entail an additional cost disproportionate to the undertaking's other needs. If you have not requested or requested a repair or replacement, you may request a pro rata delivery of the consideration or the defect may be corrected by the User at the expense of the undertaking, or otherwise

have the contract rectified or, as a last resort, withstand the contract. You may switch from your right of props to another, but the cost of the conversion shall be borne by the User, unless justified or given by the undertaking.

Within what time frame can you validate the User's warranty claim?

A user (if he is considered a consumer) is obliged to communicate the error immediately after its discovery, but not later than two months after the fault has been discovered. However, please note that you can no longer enforce your warranty rights after the two-year limitation period (1 year in the case of undertaking sedation or, in the case of second-hand products), from the date of performance of the contract. (In the case of products with an expiry date, the warranty may be enforced until the end of the expiry date).

Against which can you claim a warranty?

The User can claim the warranty against the Service Provider.

What other conditions do you have for the enforcement of your warranty rights (if the User is a consumer)?

Within six months of the date of delivery, there are no conditions for the claim to be claimed without any other condition than the disclosure of the defect if the User proves that the product or service was provided by the company operating the webshop. However, after six months of completion, the User is obliged to prove that the error detected by the User was already in place at the time of performance.

## Product warranty

In what case can the User exercise his right to a product warranty?

In the event of a defect in a movable thing (product), the User may, at his choice, claim a warranty or product warranty.

What rights do the User have on the basis of his or her product warranty claim?

As a product warranty claim, the User can only request the repair or replacement of the defective product.

In what cases is the product considered defective?

The product is defective if it does not meet the quality requirements in force at the time of placing it on the market or if it does not have the characteristics given by the manufacturer.

Within what time frame of the User's product warranty claim?

The User can claim the product warranty within two years of the product being placed on the market by the manufacturer. After that period, he shall lose that right.

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

You may only exercise your product warranty claim against the manufacturer or distributor of the movable property. If the product defect is validated, the User must prove the defect of the product.

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

The manufacturer (distributor) shall be exempted from his product warranty obligation only if he can demonstrate that:

- the product has not been manufactured or marketed in the course of its business, or
- the defect was not recognisable at the time of placing on the market according to the state of science and technology or
- the defect of the product is the result of the application of legislation or mandatory official regulations.

The manufacturer (distributor) has sufficient reason to be exempted.

Please note that due to the same error, you cannot enforce warranty and product warranty claims simultaneously with each other. However, if your product warranty claim is effectively validated, you can claim a warranty against the manufacturer for the replaced product or repaired part.

## Warranty (For new products)

In what cases can the consumer exercise his right of guarantee?

In the event of defective performance, Council Directive 151/2003. (IX. 22.) Gov. under the Regulation, the Service Provider is obliged to provide a guarantee if the user is a consumer.

What rights and within what time frame do the consumer be entitled to a guarantee?

The warranty period is one year. The warranty period shall begin on the date of delivery of the consumer goods to the consumer or, where the commissioning is carried out by the distributor or his agent, on the date of commissioning. Based on your warranty claim, the holder's choice

- require repair or replacement, unless the fulfilment of the chosen warranty right is impossible or if it would result in disproportionate additional costs for the debtor, compared to the performance of another warranty claim, taking into account the value of the service in a faultless state, the gravity of the breach and the harm caused to the rightholder by performing the guarantee right; Or
- request a proportionate delivery of the consideration, repair the defect himself at the debtor's expense or have it corrected or rectify the contract if the debtor has not undertaken the repair or replacement, is unable to comply with that obligation, or if the holder's interest in repairing or substitution has ceased.

Due to a minor error, there is no room for withdrawal.

The repair or replacement shall be carried out within an appropriate time limit, in the interests of the holder, taking into account the characteristics of the matter and the intended purpose which the holder may expect.

When is the company exempted from its warranty obligation?

The Service Provider is exempt from its warranty obligation only if it proves that the cause of the defect was caused after the performance. Please note that due to the same defect, you may not enforce warranty and warranty claims or product warranty claims at the same time, in parallel, but otherwise the consumer will be entitled to the rights arising from the warranty regardless of the rights described in the product and warranty sections.

The Service Provider is not covered by any warranty beyond the warranty period (professionally expected life) for damage resulting from natural wear/gedout.

The Service Provider shall not also be liable for any warranty or warranty for any damage caused by improper or negligent handling after the transfer of the risk, excessive use, or other unspecified effects, or other improper use of the products.

the consumer makes a replacement claim within three working days of the date of purchase (commissioning) due to the failure of the consumer goods, the Service Provider is obliged to replace the consumer goods, provided that the defect prevents normal use.

## THE WARRANTY PROCEDURE

### (FOR USERS WHO ARE CONSUMERS)

In a contract between a consumer and an undertaking, the agreement between the parties shall not deviate from the provisions of the Regulation to the detriment of the consumer.

The consumer is obliged to prove the conclusion of the contract (by invoice or even by receipt).

The costs associated with the fulfilment of the warranty obligation shall be borne by the Service Provider (Section 6:166 Ptk.)

The Service Provider is obliged to record the warranty or warranty claim declared by the consumer.

A copy of the minutes shall be made available to the consumer without delay and in a verifiable manner.

If the Service Provider is unable to declare the consumer's warranty or guarantee claim at the time of notification, the Service Provider shall notify the consumer of his position, including the reason for refusal and the possibility of contacting the conciliation body, within five working days, in a verifiable manner.

The Service Provider shall keep the minutes for three years from the date of admission and present it at the request of the control authority.

The Service Provider must endeavour to complete the repair or replacement within a maximum of 15 days.

## **MIXED PROVISIONS**

You are entitled to use a contributor to fulfil your obligation. It is fully responsible for its unlawful conduct, as if the unlawful conduct had been committed by itself.

If any part of this Policy becomes invalid, unenforceable or unenforceable, the validity, legality and enforceability of the remaining parts shall not be affected.

If the Service Provider does not exercise its right under the Rules, failure to exercise the right shall not be considered as a waiver of that right. Any waiver of any right is valid only in the event of an express written declaration to do so. The fact that the Service Provider does not at any time strictly adhere to any essential terms or conditions of the Policy does not mean that it waives its right to subsequently adhere to strict compliance with that condition or term.

Service Provider and User try to resolve their disputes peacefully.

Parties record that the Service Provider's webshop operates in Hungary and is maintained here. Since the site can be visited from other countries, users expressly acknowledge that the applicable law is Hungarian law between the user and the Service Provider. Where the user is a consumer, the consumer shall be solely competent to take the dispute arising out of this contract in proceedings arising out of this contract, the court of the defendant(s)'s home residence shall be exclusive.

The Service Provider does not apply different general conditions of access to products located in the webshop for reasons relating to the user's nationality, place of residence or place of establishment.

The Service Provider shall not apply different conditions to the payment transaction in respect of the payment methods accepted by the Service Provider for reasons relating to the nationality, place of residence or place of establishment of the User, the place of account management of the payment account, the place where the payment service provider is established or the place where the payment instrument is issued in the European Union.

The Service Provider complies with the Provisions of Regulation (EC) No 2017/2004 on unjustified geo-blocking and other forms of discrimination on the basis of the buyer's nationality, place of residence or place of establishment within the internal market, and regulation 2018/302 of the European Parliament and the Council of the Council (EU) 2018/302.

## **PROCEDURE FOR COMPLAINT HANDLING**

### **CONSUMER USERS**

The purpose of the Service Provider is to fulfill all orders in the right quality, at the full satisfaction of the customer. If the User does have any complaints about the contract or its performance, he or she may also make his complaint by telephone, e-mail address or by letter.

The Service Provider shall examine the oral complaint immediately and remedy it as necessary. If the customer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall immediately record the complaint and its position and provide the customer with a copy of the complaint.

The Written Complaint will be answered in writing by the Service Provider within 30 days. It justifies its position of refusing the complaint. The minutes of the complaint and a copy of the reply shall be kept by the Service Provider for a number of years and presented to the control authorities at their request.

We are informed that, if your complaint is rejected, you may initiate proceedings by an official or conciliation body by submitting a complaint, as follows:

The Consumer may lodge a complaint with the consumer protection authority:

The Fgytv. Article 45/A(1) to 3 and Article 387/2016 on the designation of a consumer authority (XII. 2) As a general consumer protection authority under the Orm Regulation, the government office:

<http://www.kormanyhivatal.hu/hu/elerhetosegek>

In the event of a complaint from the Consumer, she has the opportunity to contact a conciliation body, the contact details of which can be found here:

#### **Baranya County Conciliation Body**

Address: 7625 Pécs, Majorossy Imre u. 36.

Phone: (72) 507-154; (20) 283-3422

Fax: (72) 507-152

Conciliation board president: Dr. Bércesi Ferenc

Web: [www.baranyabekeltetes.hu](http://www.baranyabekeltetes.hu)

Email address: [info@baranyabekeltetes.hu](mailto:info@baranyabekeltetes.hu); [kerelem@baranyabekeltetes.hu](mailto:kerelem@baranyabekeltetes.hu)

#### **Bács-Kiskun County Conciliation Body**

Address: 6000 Kecskemét, Árpád krt. 4.

Levelezési cím: 6001 Kecskemét Pf. 228.

Phone: (76) 501-525; (76) 501-532; (70) 702-8403

Fax: (76) 501-538

Conciliation board president: Dr. Horváth Zsuzsanna

Web: [www.bacsbekeltetes.hu](http://www.bacsbekeltetes.hu)

Email address: [bekeltetes@bacsbekeltetes.hu](mailto:bekeltetes@bacsbekeltetes.hu)

#### **Békés County Conciliation Body**

Address: 5600 Békéscsaba, Penza ltp. 5.

Phone: (66) 324-976

Fax: (66) 324-976

Conciliation board president: Dr. Bagdi László

Web: [www.bmkik.hu](http://www.bmkik.hu)

Email address: [bekeltetes@bmkik.hu](mailto:bekeltetes@bmkik.hu)

#### **Borsod-Abaúj-Zemplén County Conciliation Body**

Address: 3525 Miskolc, Szentpáli u. 1.

Phone: (46) 501-091 (új ügyek); 501-871 (folyamatban lévő ügyek)

Conciliation board president: Dr. Tulipán Péter

Web: [www.bekeltetes.borsodmegye.hu](http://www.bekeltetes.borsodmegye.hu)

Email address: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

#### **Budapesti Conciliation Body**

Address: 1016 Budapest, Krisztina krt. 99.

Phone: (1) 488-2131

Fax: (1) 488-2186

Conciliation board president: Dr. Inzelt Éva Veronika

Web: [www.bekeltet.hu](http://www.bekeltet.hu)

Email address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

#### **Csongrád-Csanád County Conciliation Body**

Address: 6721 Szeged, Párizsi krt. 8-12.

Phone: (62) 554-250/118 mellék

Fax: (62) 426-149

Conciliation board president: Dr. Horváth Károly

Web: [www.bekeltetes-csongrad.hu](http://www.bekeltetes-csongrad.hu)

Email address: [bekelteto.testulet@csmkik.hu](mailto:bekelteto.testulet@csmkik.hu)

#### **Fejér County Conciliation Body**

Address: 8000 Székesfehérvár, Hosszúséta tér 4-6.

Phone: (22) 510-310

Fax: (22) 510-312

Conciliation board president: Dr. Vári Kovács József

Web: [www.bekeltetesfejer.hu](http://www.bekeltetesfejer.hu)

Email address: [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu); [fmkik@fmkik.hu](mailto:fmkik@fmkik.hu)

#### **Győr-Moson-Sopron County Conciliation Body**

Address: 9021 Győr, Szent István út 10/a.

Phone: (96) 520-217

Conciliation board president: Dr. Bagoly Beáta

Web: <https://gymsmkik.hu/bekelteto>

Email address: [bekeltetotestulet@gymskik.hu](mailto:bekeltetotestulet@gymskik.hu)

#### **Hajdú-Bihar County Conciliation Body**

Székhelye: 4025 Debrecen, Petőfi tér 10.

Ügyintézés helyszíne: 4025 Debrecen Vörösmarty u. 13-15.

Phone: (52) 500-710; (52) 500-745

Fax: (52) 500-720

Conciliation board president: Dr. Hajnal Zsolt

Web: <https://www.hmbekeltetes.hu>

Email address: [bekelteto@hbkik.hu](mailto:bekelteto@hbkik.hu)

#### **Heves County Conciliation Body**

Levelezési cím: 3300 Eger, Pf. 440.

Ügyfélfogadás: 3300 Eger, Hadnagy u. 6. földszint

Phone: (36) 416-660/105 mellék

Fax: (36) 323-615

Conciliation board president: Dr. Gondos István

Web: [www.hkik.hu/hu/content/bekelteto-testulet](http://www.hkik.hu/hu/content/bekelteto-testulet)

Email address: [bekeltetes@hkik.hu](mailto:bekeltetes@hkik.hu)

#### **Jász-Nagykun-Szolnok County Conciliation Body**

Address: 5000 Szolnok, Verseggy park 8. III. emelet

Phone: (20) 373-2570

Fax: (56) 370-005

Conciliation board president: Dr. Lajkóné dr. Víg Judit

Web: <http://www.iparkamaraszolnok.hu/ugyintezes/bekelteto-testulet>

Email address: [bekeltetotestulet@iparkamaraszolnok.hu](mailto:bekeltetotestulet@iparkamaraszolnok.hu)

#### **Komárom-Esztergom County Conciliation Body**

Address: 2800 Tatabánya, Fő tér 36.

Phone: (34) 513-010

Fax: (34) 316-259

Conciliation board president: Dr. Bures Gabriella

Web: [www.kemkik.hu/hu/bekeltet-otilde-testulet](http://www.kemkik.hu/hu/bekeltet-otilde-testulet)

Email address: [bekeltetes@kemkik.hu](mailto:bekeltetes@kemkik.hu)

### **Nógrád County Conciliation Body**

Address: 3100 Salgótarján, Alkotmány u. 9/a

Telefonszám: (32) 520-860

Fax: (32) 520-862

Conciliation board president: Dr. Pongó Erik

Web: [www.nkik.hu](http://www.nkik.hu)

Email address: [nkik@nkik.hu](mailto:nkik@nkik.hu)

### **Pest County Conciliation Body**

Székhelye: 1119 Budapest, Etele út 59-61. II. emelet 240.

Levelezési cím: 1364 Budapest, Pf.: 81

Phone: (1)-269-0703

Fax: (1)- 269-0703

Conciliation board president: Dr. Koncz Pál

Web: [www.pestCountybekelteto.hu](http://www.pestCountybekelteto.hu); [www.panaszrendezes.hu](http://www.panaszrendezes.hu)

Email address: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

### **Somogy County Conciliation Body**

Address: 7400 Kaposvár, Anna utca 6.

Phone: (82) 501-000

Fax: (82) 501-046

Conciliation board president: Dr. Csapláros Imre

Web: [www.skik.hu/hu/bekelteto-testulet](http://www.skik.hu/hu/bekelteto-testulet)

Email address: [skik@skik.hu](mailto:skik@skik.hu)

### **Szabolcs-Szatmár-Bereg County Conciliation Body**

Address: 4400 Nyíregyháza, Széchenyi u. 2.

Phone: (42) 420-180

Fax: (42) 420-180

Conciliation board president: Görömbeiné dr. Balmaz Katalin

Web: [www.bekeltetes-szabolcs.hu](http://www.bekeltetes-szabolcs.hu)

Email address: [bekelteto@szabkam.hu](mailto:bekelteto@szabkam.hu)

### **Tolna County Conciliation Body**

Address: 7100 Szekszárd, Arany J. u. 23-25.

Phone: (74) 411-661; (30) 664-2130

Fax: (74) 411-456

Conciliation board president: Mónus Gréta

Web: [https://www.tmkik.hu/hu/bekelteto-testulet\\_2](https://www.tmkik.hu/hu/bekelteto-testulet_2)

Email address: [bekeltett@tmkik.hu](mailto:bekeltett@tmkik.hu); [kamara@tmkik.hu](mailto:kamara@tmkik.hu)

### **Vas County Conciliation Body**

Ügyfélfogadás: 9700 Szombathely, Rákóczi Ferenc u. 23.

Phone: (94) 312-356; (94) 506-645; (30) 956-6708

Fax: (94) 316-936

Conciliation board president: Dr. Kövesdi Zoltán

Web: [www.vasibekelteto.hu](http://www.vasibekelteto.hu)

Email address: [pergel.bea@vmkik.hu](mailto:pergel.bea@vmkik.hu)

### **Veszprém County Conciliation Body**

Address: 8200 Veszprém, Radnóti tér 1.

Phone: (88) 814-121; (88) 814-111

Fax: (88) 412-150

Conciliation board president: Dr. Herjaveczi Klára



Web: [www.bekeltetesveszprem.hu](http://www.bekeltetesveszprem.hu)

Email address: [info@bekeltetesveszprem.hu](mailto:info@bekeltetesveszprem.hu)

### **Zala County Conciliation Body**

Address: 8900 Zalaegerszeg, Petőfi utca 24.

Phone: (92) 550-513

Fax: (92) 550-525

Conciliation board president: Dr. Molnár Sándor

Web: [www.bekelteteszala.hu](http://www.bekelteteszala.hu)

Email address: [zmbekelteto@zmkik.hu](mailto:zmbekelteto@zmkik.hu)

The conciliation body shall have the power to settle consumer disputes outside the court proceedings. It is for the conciliation body to attempt to reach an agreement between the parties for the purpose of settling the consumer dispute, and in the event of ineffectiveness it shall take a decision in the case in order to ensure the simple, speedy, efficient and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the consumer or the Service Provider, advise on the rights of the consumer and the obligations imposed on the consumer.

In the event of a cross-border consumer dispute relating to an online sales or online service contract, the conciliation body run by a chamber designated by regulation by the Minister for Consumer Protection shall be competent.

In the event of a consumer's complaint, the EU ODR platform may be used. Using the platform requires a simple registration in the European Commission system by clicking here. After logging in, the consumer can file a complaint via the online website, titled <http://ec.europa.eu/odr>

The Service Provider shall be bound by an obligation to cooperate in the conciliation proceedings. In this context, it shall send its response to the conciliation body and ensure the participation of the person authorised to reach an agreement at the hearing. Where the establishment or establishment of the undertaking is not registered in the county of the chamber which operates the regionally competent conciliation body, the undertaking's obligation to cooperate shall include the offer of a written settlement in accordance with the consumer's request.

The action shall be brought by means of an application, in which the following information shall be entered:

- the court to be heard;
- the names, residences and standing of the parties and the representatives of the parties;
- the right to be enforced, by presenting the facts on which it is based and their evidence;
- the data from which the jurisdiction and jurisdiction of the court can be established;
- a strong request for a decision of the court .

The application shall be accompanied by a document or a copy thereof, the contents of which it refers to as evidence.

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## **DATA PROTECTION - PRIVACY**

The website's data management information is available on <https://woodfrog.eu/privacy-policy/>

Pécel, 04/01/2021

## Withdrawal declaration model

(complete and return only in case of intention to withdraw from the contract)



Addressee (name, postal address, e-mail address, fax number, telephone number):

Woodfrog Bt., Hungary, 1201 Budapest Tótfalusi Kis Miklós sétány 4., shop@woodfrog.eu, +36301600960

**I, the undersigned, declare that I shall exercising my right of withdrawal/termination for the sale of the following products/products:**

**Order date/date of receipt::**

**Order number / invoice number:**

**Consumer(s) name:**

**Consumer(s) address:**

**Date:**

**Signature of the consumer(s)  
(only in the case of written notification):**