General Terms and Conditions

Introduction

This Terms & Conditions (the terms) document contains the conditions for the use of hydraulicscentrum.com (the website) by the client (the user). The information not found in the terms are related to technical details and are found on the website. By using the website, the user agrees to the terms.

Service Provider

Name: Nyirség Nehézgép 93 Bt.

Headquarters: 4400 Nyíregyháza, Bokréta utca 23.

Mailing address: 4400 Nyíregyháza, Debreceni út 162.

Address of business premises: 4400 Nyíregyháza, Debreceni út 162.

Name of representative: Nyirség Nehézgép 93 Bt.

Company registration number: 15-06-081769

Name of the Registrar: Nyíregyháza District Court

Tax number: 25651218-2-15

Community tax number: HU25651218

Account managing financial institution: ERSTE BANK HUNGARY ZRT.

Account number: 11600006-00000000-66493381

IBAN account number (HUF): HU35 11600006-00000000-66493381

IBAN account number (EUR): HU69 11600006-00000000-66495194

Email address: info@hydraulicscentrum.com

Phone number: + 36-30-151-4835

Fax: +3642491197

Activity on the Website

The service provided by the "Hydraulics Centrum" web shop sells domestic and industrial products manufactured and marketed by the 100% Hungarian-owned Nyirség Nehézgép 93 Bt.

Terms & Conditions

4.1. Liability

Users may use the website only at their own risk and accept that the Service Provider shall not be liable for property and non-property damages incurred during use due to intentional, gross negligence or crime, as well as for breach of contract damaging life or health in general.

The Service Provider cannot be held liable for the conduct of the users of the website and that the Users is fully and exclusively responsible for their own conduct.

The User is obliged to ensure that the use of the website does not infringe the rights of third parties or the law, either directly or indirectly.

The Service Provider is entitled, but not obliged, to check the content (e.g. comments) made available by the Users during the use of the website, and the Service Provider is entitled, but not obliged, to look for signs of illegal activity and is not responsible for them.

4.2. Copyright

The whole website (text, pictures, graphic elements, etc.) are protected under the copyright, they can’t be copied, edited or shared for commercial purposes.

Purchasing Through the Website

5.1. Ordering process

The website provides users with the opportunity to check products and order them online. You can browse the website using the User menu. The products are categorized. In the Products on Sale category, you can find all the products currently on sale available in the store. Each product has a separate start and expiration date, or an indication of the start date and remaining stocks number. Under the More for Cheaper menu, you will find the products for which the store provides a quantity discount if you order in large quantities. In the What's New menu, you will find new products on the website.

Click on the name of the category to see a list of products. If all the products in a given category do not fit on one page, you can go to the next page with the numbers above and below the products. From the product list, the detailed product page can be accessed by clicking on the product name, here you can find information about the details and price of the product you want to order.

On the website it is possible to search for a product by keyword. Product results that match your search criteria are displayed in a list similar to the categories.

The selected product can be placed in the shopping cart using the add to shopping cart button, the quantity can be set next to the button. The User can check the contents of the shopping cart using the Shopping Cart menu. Here you can change the quantity of the product in the shopping cart and order the item. You can also empty the cart completely using the Empty Cart button. The User can continue the purchase process by clicking on the Order button. As a second step, it is possible to log in, register, and purchase without registration.

In case of registration and purchase without registration, the User must provide the following data: e-mail address, name, telephone number, billing address, and if the delivery address is different. In addition to the above data, a password is required for registration. The User can find out about the successful registration by e-mail and on the website. The User may request the cancellation of his registration by e-mail from the Service Provider, in which case he must re-register in case they wish to purchase something again. The User is responsible for keeping the login credentials confidential. The User is responsible for updating their data and is obliged to notify the Service Provider if they become aware that their data has been misused by a third party. In case of a forgotten password, a new password can be requested on the website to the registered e-mail address. If the User has previously registered on the website, the ordering process can be continued by entering his e-mail address and password.

The next step of the order is for the User is to select the appropriate payment and delivery method. With the help of a summary page, the User can check all the previously entered data and the products they want to order, their quantity. In case of data entry

errors, you can use the pencil icon to correct the entered data. If you find everything suitable, you can use the Submit Order button to finalize your order. You will receive a confirmation on the website or by e-mail. If, after recording the order (e.g. in the confirmation e-mail), you detect incorrect data, you must notify the Service Provider immediately, within 24 hours.

Irrespective of the order intent, the User can log in using the Customer Login window or the Login menu item. After logging in, a Change Data menu item will appear, where you can change the data you provided during registration, as well as the data and status of your submitted order.

5.2. Offers and Confirmation

The Service Provider informs the User about the confirmation of the order within 48 hours. If the User does not receive this confirmation within 48 hours, the User is released from the obligation to accept an offer and is not obliged to accept the ordered products.

The confirmation e-mail contains the data provided during the purchase, the order data, the name and price of the ordered product(s), the chosen payment and delivery methods, the order number, and the User's comments regarding the order.

5.3. Conclusion of the Contract

The order can be concluded in Hungarian only. The submission of the order is considered to be an electronically concluded contract, for which Act CVIII of 2001 on certain issues of electronic commerce services and information society services, the provisions of the law shall apply accordingly. The contract is subject to Government Decree 45/2014 (II.26.) On the detailed rules of contracts between consumers and businesses and the provisions of Directive 2011/83 / EU of the European Parliament and of the Council on consumer rights is taken into account.

The contract is concluded upon receipt of the automatic confirmation.

5.4. Invoice

In all cases, the Service Provider issues a paper-based invoice for the purchased products, which is attached to the sent product.

5.5. Payment

5.5.1. Payment upon Delivery

The customer can also pay for the purchased products by cash on delivery. In this case, the customer must pay the purchase price to the courier in cash.

5.5.2. Barion

Online debit/credit card payments are made through the Barion system. Credit/Debit card details will not be sent to the merchant. The service provider is Barion Payment Zrt., an institution under the supervision of the Hungarian National Bank, license number: H-EN-I-1064/2013.

5.6. Delivery and Shipping options

The list of pick-up options and delivery methods provided by the website and their detailed presentation. For example:

5.6.1. Courier Service

The main goal of Nyirség Nehézgép 93 Bt. is to provide its customers with the fastest, safest and most convenient way for them to purchase their purchased products, therefore our company is constantly expanding its delivery options.

Upon receipt of the product, the User is obliged to check that the product is undamaged. If you experience damage to the packaging or the product, the User may request the courier to take a record, because by receiving the product from the courier or signing the receipt, the quantity and quality of the product will be accepted, which means that the user has only the right of withdrawal. Therefore, after the departure of the person performing the delivery, the Service Provider is not able to accept a quantitative and qualitative complaint afterwards.

If the packaging or the product is visibly damaged upon receipt, and the damage occurred before the receipt of the goods, the Service Provider shall provide the return or replacement of the product free of charge. The Service Provider is not responsible for any damage detected after receipt!

Unless otherwise agreed, the Service Provider is obliged to make the product available to the Consumer without delay, but no later than within thirty days after the conclusion of the contract. In the event of a delay by the Service Provider, the Consumer is entitled to set an additional deadline. If the Service Provider fails to perform within the additional deadline, the Consumer is entitled to withdraw from the contract. The Consumer is entitled to withdraw from the contract without setting an additional deadline if the Service Provider has refused to perform the contract or the contract should have been performed within the specified delivery time - and not otherwise - according to the agreement of the parties or due to the recognizable purpose of the service.

Right of Withdrawal

6.1. Process of the Right of Withdrawal

The provisions of this section apply only to a natural person acting outside the scope of his / her profession, self-employment or business activity, who buys, orders, receives, uses goods and is the addressee of commercial communications and offers related to the goods (hereinafter Consumer).

To withdraw from the contract without giving reasons within fourteen (14) days from the date of receipt of the product, the last delivered product, by the Consumer or a third party other than the carrier designated by him / her.

The consumer also exercises his / her right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

If the Consumer wishes to exercise his right of withdrawal, he must send a clear statement of his intention to withdraw (for example by post, fax or electronic mail) to the Service Provider using the contact details indicated in point 1 of these GTC. For this purpose, the Consumer may also use the sample withdrawal form attached to the e-mail confirming the order. The Consumer shall exercise his / her right of withdrawal within the deadline if he / she sends his statement of withdrawal to the Service Provider before the expiry of the deadline indicated above.

The Consumer shall bear the burden of proving that he / she has exercised his right of withdrawal in accordance with the provisions set out in point 5.

In both cases, the Service Provider will immediately confirm the receipt of the Consumer's withdrawal statement by e-mail.

In the case of a written withdrawal, it shall be deemed to have been validated on time if the Consumer sends the statement to the Service Provider within 14 calendar days (even on the 14th calendar day).

In the case of notification by post, the Service Provider shall take into account the date of posting or, in the case of notification by e-mail or fax, the time of sending the e-mail or fax for the purpose of calculating the deadline. The Consumer will send the letter by registered mail so that the date of dispatch can be credibly proven.

In case of withdrawal, the Consumer is obliged to return the ordered product to the address of the Service Provider indicated in point 1 without undue delay, but no later than within 14 days from the notification of his statement of withdrawal. The deadline is deemed

to have been met if the Consumer sends the product (by post or delivers it to the courier ordered by him) before the expiry of the 14-day deadline.

The cost of returning the product to the address of the Service Provider shall be borne by the Consumer. The Service Provider is not able to accept the package returned by cash on delivery. Apart from the cost of returning the product, no other costs shall be borne by the Consumer in connection with the withdrawal.

If the Consumer withdraws from the contract, the Service Provider shall immediately, but no later than within 14 days from the receipt of the Consumer's statement of withdrawal, reimburse all consideration paid by the Consumer, including transport (paid for delivery) costs, except for additional costs incurred. that the Consumer has chosen a mode of transport other than the cheapest standard mode of transport offered by the Service Provider. The Service Provider is entitled to withhold the refund until the product has been returned or the Consumer has credibly proved that it has been returned: of the two, the Service Provider will take into account the earlier date.

During the refund, the Service Provider shall use the same payment method as in the original transaction, unless the Consumer expressly consents to the use of another payment method; there is no additional cost to the Consumer as a result of using this refund method.

The Consumer shall only be liable for the depreciation of the product if it has occurred due to use in excess of the use necessary to determine the nature, characteristics and functioning of the product.

6.2. Cases in Which the Consumer Does Not Have The Right of Withdrawal
In the case of a contract for the provision of a service, after the performance of the whole service, if the Service Provider started the performance with the express prior consent of the Consumer and the Consumer acknowledges that he loses his right of termination after the performance of the whole service.

With regard to a product or service, the price or fee of which cannot be influenced by the money market by the Service Provider, it depends on the possible fluctuation during the 14-day withdrawal period.

In the case of a non-prefabricated product which has been produced by the Service Provider on the basis of the Consumer's instructions or at the express request, or in the case of a product which has been clearly tailored to the User.

In the case of a product which is perishable or which retains its quality for a short time.

In the case of a sealed product which, for reasons of health or hygiene, cannot be returned after opening after delivery.

In the case of a product which, by its nature, is inseparably mixed with another product after delivery.

Warranty

7.1. Accessory Warranty
In the event of a faulty performance by the Service Provider, the User may assert a warranty claim against the company in accordance with the provisions of Act V of 2013 on the Civil Code.

In the case of a consumer contract, the User who qualifies as a Consumer may assert his warranty claims within 2 years from the date of receipt, for product defects that already existed at the time of delivery of the product. After the two-year limitation period, the User can no longer enforce the warranty rights of the accessory.

In the case of a contract not concluded with the Consumer, the User may assert his / her warranty claims during the 1-year limitation period from the date of receipt.

The User may – according to their choice - make the following supply warranty claims: It may request repair or replacement, unless it is impossible to meet the demand chosen by the Customer or would entail a disproportionate additional cost for the business compared to the fulfillment of another demand. If the repair or replacement has not been requested or could not be requested by the User, the User may request a proportionate delivery of the consideration or the defect may be repaired by the User at the expense of the company.

The User may transfer his / her chosen right to warranty for another, however, the cost of the transfer shall be paid by the User, unless it was justified or the company has given a reason for it.

The User is obliged to report the defect immediately after its discovery, but not later than within two (2) months from the discovery of the defect.

The User can enforce his / her supply warranty claim directly against the company.

In the event of a defect detected within six months of performance (e.g. delivery, receipt), the defect shall be presumed to have existed at the time of performance, unless this presumption is incompatible with the nature of the defect or the nature of the product. The Service Provider is only released from the warranty if it rebuts this presumption, e.g. proves that the defect of the product occurred after the delivery to the User. Based on this, the Service Provider is not obliged to accept the User's objection if it duly proves that the cause of the error is the consequence of the improper use of the product. However, six months after performance, the burden of proof is reversed, e.g. in the event of a dispute, the User must prove that the defect already existed at the time of performance.

7.2. Product Warranty
Product warranty can only arise in the event of a defect in movable property (product). In this case, the User who qualifies as a Consumer - at his / her choice - shall comply with Section 7.1. may assert the right or product warranty claim set forth.

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

A product is considered to be defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer.

The User may assert his / her product warranty claim within two (2) years from the placing of the product on the market by the manufacturer. Upon expiry of this period, he / she shall lose this entitlement.

The User may only exercise the product warranty claim against the manufacturer or distributor of the movable property.

In the event of a product warranty claim, the User must prove the defect of the product.

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

- manufactured or marketed the product outside its business, or
- the defect was not detectable at the time of placing on the market according technical examination, or
- the defect of the product results from the application of legislation or a mandatory official regulation.

It is sufficient for the manufacturer (distributor) to prove a reason for the exemption.

Due to the same defect, the supply warranty and product warranty claim cannot be enforced simultaneously, in parallel. However, in case of successful enforcement of a product warranty claim, the User may enforce his or her warranty claim against the manufacturer for the replaced product or repaired part.

7.3. Guarantee
In connection with the mandatory warranty for certain durable consumer goods, Government Decree 151/2003. (IX. 22.) on the mandatory warranty for certain durable consumer goods contains provisions. The (material) scope of the decree only applies to products sold under a new consumer contract concluded in the territory of Hungary and listed in the annex to the decree.

The mandatory warranty for the durable consumer goods listed in the annex to the Government Decree is 1 year, starting on the day of delivery of the product to the Consumer or, if the service is performed by the Service Provider or its agent, on the day of commissioning.

The company is released from its warranty obligation only if it proves that the cause of the defect arose after fulfilling the obligation.

Due to the same error, the User may not assert the warranty and guarantee claim, or the product warranty and guarantee claim simultaneously, in parallel with each other, otherwise the User shall not exercise the rights arising from the warranty in accordance with Section 7.1. and 7.2. regardless of the rights set out in point.

7.4. Enforcement of Warranty and Guarantee Claims
The User can assert his / her warranty claims at the following contacts:

Name: Nyirség Nehézgép 93 Bt.

Mailing address: 4400 Nyíregyháza, Debreceni u 162.

Phone number: +36-30-151-4835

Email address: info@hydraulicscentrum.com

Legal Options

8.1. Place, Time and Method of Complaint Handling
The User may submit consumer complaints related to the product or the activities of the Service Provider at the following contacts:

Name: Nyirség Nehézgép 93 Bt.

Mailing address: 4400 Nyíregyháza, Debreceni u 162.

Phone number: +36301514835

Email address: info@hydraulicscentrum.com

The Service Provider shall, if possible, remedy the verbal complaint immediately. If it is not possible to remedy the oral complaint immediately, due to the nature of the complaint or if the User does not agree with the handling of the complaint, the Service Provider shall keep a report on the complaint, together with a substantive response to the complaint for five years.

The Service Provider is obliged to hand over a copy of the record of delivery to the User locally in case of an oral complaint communicated in person (at the business premises) or, if this is not possible, to act in accordance with the rules applicable to the written complaint detailed below.

In the event of an oral complaint communicated by telephone or other electronic communication service, the Service Provider shall send a copy of the record of delivery to the User at the latest at the same time as the substantive reply.

In all other cases, the Service Provider shall act in accordance with the rules applicable to written complaints.

The Service Provider provides a unique identifier to a complaint recorded by telephone or other means of communication, which simplifies the retrieval of the complaint later.

The Service Provider will respond to the complaint received in writing within 30 days. The measure means delivery by post within the meaning of this contract.

If the complaint is rejected, the Service Provider shall inform the User of the reason for the rejection.

8.2. Other Enforcement Options
If any consumer dispute between the Service Provider and the User is not settled during the negotiations with the Service Provider, the following legal enforcement options are open to the User:

Complaint to the consumer protection authority,
Initiation of conciliation proceedings (the contact details of the Conciliation Board competent according to the registered office of the Service Provider shall be indicated),
Initiation of legal proceedings

Other

9.1. GTC, Price Modification
The Service Provider may amend these GTC, the prices of the products sold on the website and other prices indicated at any time without retroactive effect, the amendment shall take effect after its publication on the website and shall be valid only for transactions following the validation.

9.2. Technical Limitations
Purchasing on the website presupposes the User's knowledge and acceptance of the possibilities and limitations of the Internet, in particular with regard to technical performance and errors. The Service Provider shall not be liable if any malfunction is detected in the Internet network, which prevents the operation of the website and the purchase.

9.3. Privacy Policy
The service provider's privacy policy is available at: http://hydraulicscentrum.unasshop.com/shop_help.php?tab=privacy_policy

Nyirség Nehézgép ’93 Bt. is not responsible for any translation errors and damages for this reason.
Look for the original descriptions on the official website of the products.

Date of Validation of these General Terms and Conditions: 2019.12.09.