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## **General terms and conditions of contract and use**

### **1. Operator of the webshop**

The webshop, available at <https://polczfood.com/>, is hosted by

#### **POLCZ FOOD Limited Liability Company**

Abbreviated name: POLCZ FOOD Kft.

Company registration number: 10-09-038879 - Egri Tribunal of Egri

Tax number: 26186304-2-10

Registered office: 3000 Hatvan, Hungary, hrsz. 759/9.

Postal address: Hungary, 3000 Hatvan, hrsz. 759/9.

Phone: +36 30 655 9795 (in English)

E-mail address: [support@polczfood.com](mailto:support@polczfood.com)

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

(hereinafter referred to as the "Service Provider").

#### **The number of the licence as a preparation plant and the licensing authority:**

HU 1602 - Heves Vármegyei Kormányhivatal Agrárügyi Főosztály Élelmiszerlánc-  
biztonsági és Állategészségügyi Osztály

#### **Chamber registration number:**

BU26186304 - Heves County Chamber of Commerce and Industry

### **2. Customer service**

Users can contact the Service Provider's customer service using the following contact details:

2.1. By phone (in English)

Phone number: +36 30 655 9795 - the call is **not** subject to a surcharge!

Available Monday to Friday from 08.00 to 16.00.

## 2.2. E-mail

E-mail address: support@polczfood.com

The Service Provider will reply to emails within 2 working days of receipt.

## 3. The Hungarian law clause

3.1. The Service Provider operating the website available at the Internet address specified above (the "Website") provides its services from Hungary. Hungarian and European law shall apply to the provision of the service, the Service Provider and the Users within the framework of this contract, in particular with regard to

- REGULATION (EU) No 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on combating unjustified territorial restrictions of content and other forms of discrimination based on the nationality, residence or domicile of the buyer in the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC,
- Act V of 2013 on the Civil Code (hereinafter: Civil Code),
- Act CLXIV of 2005 on Trade,
- Act CLV of 1997 on Consumer Protection,
- Government Decree 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses,
- Government Decree No 373/2021 (VI. 30.) on the detailed rules for contracts between consumers and businesses for the sale of goods, supply of digital content and provision of digital services,
- Act CVIII of 2001 on certain aspects of electronic commerce services and information society services,
- 19/2014 (IV. 29.) NGM Decree No,
- Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers, and
- Act XLVIII of 2008 on the Basic Conditions and Certain Restrictions of Economic Advertising Activities.

- 3.2. The dates and time intervals referred to in these general terms and conditions of contract and use (hereinafter referred to as the "terms and conditions" or "GTC") are to be understood in Central European Time.
- 3.3. The working days, public holidays and public holidays referred to in these terms and conditions are Hungarian working days, public holidays and public holidays.
- 3.4. The language in which the contract is concluded is the language chosen by the User in the interface of the website. These terms and conditions and the information on the website are in Hungarian, German, English, Polish and Slovak, and are available to the User in the language of his/her choice. In the event of any discrepancy in interpretation due to linguistic differences, the texts in Hungarian shall prevail.

#### **4. Scope and subjects of the general terms and conditions of contract and use**

- 4.1. These terms and conditions apply to the services available on the website, the use of the website, the purchase of products in the online shop on the website.
- 4.2. Parties to the contract:
  - 4.2.1. The Service Provider identified above as the operator of the Site and seller of the Products.
  - 4.2.2. User, as a customer ordering products from the online shop and as a person visiting the website's web pages. The User may be any natural or legal person or unincorporated business entity, including foreign entities, with legal capacity, provided that it accepts and agrees to be bound by the terms and conditions set out herein. A contract to be concluded under these terms and conditions may be concluded by a person who is incapable of acting or has limited capacity to act in accordance with the provisions of the Civil Code.
- 4.3. The terms and conditions are effective from the date of placement on the website and are valid indefinitely.

## **5. General information on distance contracts concluded by electronic means**

- 5.1. The User can find out about the essential characteristics of the products available for ordering in the online store on the pages describing the characteristics of the products in the online store before placing an order.
- 5.2. The Service Provider only sells products on the webshop, it is not possible to order services.
- 5.3. The language in which the contract is concluded is the language chosen by the User in the interface of the website. These terms and conditions and the information on the website are in Hungarian, German, English, Polish and Slovak, and are available to the User in the language of his/her choice. In the event of any discrepancy in interpretation due to linguistic differences, the texts in Hungarian shall prevail.
- 5.4. Orders placed on the website constitute a declaration of rights in the form of an implied conduct and entail payment by the User.
- 5.5. The Service Provider shall confirm the receipt of the order by electronic means without delay. If the confirmation is not received by the User within 48 hours, the User shall be exempted from the obligation to make an offer.
- 5.6. The concluded contract does not constitute a written contract, it is not filed by the Service Provider and will not be available in writing in the future.
- 5.7. The service provider has not signed up to a code of conduct and therefore does not have one.
- 5.8. The User will be informed of the current carriage charges and possible carriage restrictions, as well as the possible payment methods, during the ordering steps before the order is sent.
- 5.9. The User will receive the contractual terms and conditions and the documents required for the legal information as an attachment to the confirmation of his order by e-mail, with the current content at the time of receipt of his order. In addition, the User may download and/or print the contractual terms and conditions and the information documents in a saveable format using the link

under the title of the documents - "(Download/print document: [HERE](#))" - and they will always be available on the website in their current version.

## **6. Registration**

6.1. Registration is free.

6.2. Registration is not required to place an order.

6.3. The registration can be completed by clicking on the button marked "LOGIN", then on "REGISTRATION", after filling in the registration form, accepting these terms and conditions and ticking the privacy statement, and finally on "REGISTRATION". Registration is also possible during the ordering process by ticking the checkbox before the "Create user account" statement.

6.4. For valid registration, the User must provide real data and contact details. If it is found that the registration was made with false data, the Service Provider has the right to delete the profile created with the registration. In the latter case, the Service Provider shall not be liable for any consequences.

6.5. The Service Provider may also cancel a valid registration without being liable for the consequences if the cancelled User has used the website in bad faith or otherwise violated these Terms and Conditions.

6.6. The cancellation of the registration by the Service Provider for the above reasons shall not affect orders already fulfilled by both Parties. In the event of cancellation for the same reason, if the Service Provider has not yet begun performance, it may unilaterally decide whether to perform, provided that the reason for the cancellation does not prevent it. If the order is not fulfilled for the above reasons and the User has already paid, the Service Provider shall refund the amount paid by the User. If the User's conduct constituting the reason for cancellation has caused damage to the Service Provider, the latter shall be entitled to retain the amount of the damage from the amount of the refund.

- 6.7. The User may request the cancellation of his/her registration at any time by sending an e-mail message to the Service Provider, which the Service Provider will execute without delay, but within 10 days at the latest.
- 6.8. The cancellation of registration may be required by any request from the User concerning the processing of personal data that results in the deletion of personal data processed for the purpose of registration or prohibiting their use for such purposes. For more information on these, the User should consult the Privacy Notice.
- 6.9. The cancellation of the registration upon the User's request as described above shall not affect the execution of orders for products previously validly placed by the User.
- 6.10. The User is responsible for maintaining the confidentiality of the data (in particular the password) that gives access to the User's account. If the User becomes aware that his/her password provided during registration has been accessed by an unauthorized third party, he/she shall immediately change his/her password, and if it is suspected that the third party is misusing the password in any way, he/she shall notify the Service Provider at the same time.

The User undertakes to update the personal data provided during registration as necessary to ensure that they are up-to-date, complete and accurate.

If the User forgets his/her password, he/she can set a new password by informing the Service Provider.

## **7. Determining the purchase price**

- 7.1. For information on the current prices of the products, the User can consult the product description pages of the webshop.
- 7.2. The purchase prices shown for the products are gross consumer prices, so the total purchase price plus tax is shown for each product.
- 7.3. The purchase price is always expressed in euro (EUR).

- 7.4. Prices do not include delivery costs.
- 7.5. The service provider does not charge any packaging costs.
- 7.6. Confirmation of orders will always include the full amount of the gross consumer price actually payable - or paid in advance in the case of prepayment - and any other charges.
- 7.7. The Service Provider reserves the right to change the prices of the products displayed on the web pages of the webshop. Price changes do not affect the price of products already ordered and confirmed by the Service Provider by e-mail confirming acceptance of the order.
- 7.8. If an incorrect price (e.g. a price of "0" or "1" EUR, or a price of the given product that is different in order of magnitude from the price category that is obvious to everyone, e.g. a price of 10 EUR instead of 100 EUR) is displayed on the website, the Service Provider is not obliged to sell the product at the incorrect price, in which case no contract is concluded for the product with the incorrect price. The Service Provider may offer to sell the product at the correct price, in the knowledge of which the User concerned by the given transaction may order the product at the correct price by placing a new order. An order placed by the User electronically shall be deemed to be an offer to purchase, which the Service Provider is not yet obliged to fulfil. The first automatically sent confirmation shall only attest the fact of receipt of the order. Acceptance of the order is always confirmed in the second confirmation, which is not sent automatically, and the contract is concluded. In the case of an incorrect price indication, the second confirmation is sent, and the correct price is agreed before the order is accepted.

## **8. How and when to place an order, the contract is concluded**

### **8.1. Choosing the product**

- 8.1.1. Users can find out the essential characteristics of the products on the product information pages of the online shop.

- 8.1.2. By clicking on the "ADD TO CART" button on the data page of the product you wish to order, you can add the product to a virtual shopping cart.
- 8.1.3. If the User wishes to order more than one product, he/she may add more products to the shopping cart as described above.
- 8.1.4. If you have any questions about the product before placing an order, the Service Provider's customer service is at your disposal (contact details: above under "Customer Service").

## 8.2. **Placing and confirmation of the order, conclusion of the contract**

- 8.2.1. The User may place his/her order online, in the webshop, as follows.
- 8.2.2. After selecting the products and adding them to the shopping cart, the user can view the contents of the cart by clicking on the shopping bag icon in the header of the website. Above the icon you can also see the number of items you wish to order and the total purchase price.
- 8.2.3. On the page showing the contents of the shopping cart, the User has the possibility to change the number of items by rewriting the number of items in the cart, or by clicking on the icon with the "X" character, to remove the item from the cart.

**To ensure safe delivery, glass products may only be ordered in the number of items specified on the website. The number of items required will be indicated in the text under the "BASKET" heading, depending on the number of items in the basket.**

- 8.2.4. If the User has a coupon entitling him/her to a discount, he/she can claim the discount by entering the appropriate code in the field marked "Coupon code" and clicking on the button marked "APPLY COUPON".
- 8.2.5. Then, after clicking on the "TO THE CASHIER" button, you will be asked to enter your contact and billing details. You can order as a company by clicking on the checkbox next to "Please invoice to company name".

**WARNING!** If you are purchasing as a taxable person with a tax number (e.g. business entity, sole trader, farmer, etc.), you must provide your company name(s), tax number and billing address. The person acting on



behalf of the taxable person making the purchase is responsible for the accuracy of the data and for providing the correct data.

- 8.2.6. By clicking on the "Create account?" button, you can create a user account at the same time as placing your order. In this case, you will also need to enter a username and password.
- 8.2.7. After clicking on the button marked "NEXT", you have the possibility to write a comment about the order or delivery, and if the delivery details are different from the billing details, you can enter delivery details different from the billing details by ticking the checkbox next to "SHIP TO ANOTHER ADDRESS?".
- 8.2.8. After clicking on the "NEXT" button, you must select the payment method under the "PAYMENT METHOD" heading. If the User has a coupon entitling him/her to a discount which he/she has not previously redeemed, he/she can claim the discount by entering the appropriate code in the field marked "Coupon code" after clicking on the button marked "Click here to enter the code" and then by clicking on the button marked "REDEEM COUPON".
- 8.2.9. Under the heading "ORDER CONTENT", you will see the total details of the order, the total consumer price of the entire order and the gross amount of any delivery or other charges payable; that is, the total charges payable by the User.
- 8.2.10. **Tools provided to identify and correct data entry errors before sending the contractual declaration:**
  - 8.2.10.1. If you enter incomplete or obviously incorrect data, a warning message will be displayed during the order process.
  - 8.2.10.2. The registered User may modify his/her personal data during the ordering process for the order. You can modify your registration data on your personal profile page after you have logged in to the website.
  - 8.2.10.3. The contents of the shopping cart, order data and parameters can be checked, changed or even deleted at any time until the order is sent, by going back to the pages displayed in the order process as described above and by modifying or re-entering the data as described in the previous points of this section of the GTC. It is

possible to go back by clicking on the back button of the browser or by clicking on the order stages indicated in the flowchart at the top of the pages of the webshop showing the order steps.

- 8.2.11. The User, after checking the above order details and correcting any data entry errors, by ticking the box "Acceptance of these GTC" and, depending on the payment method chosen, clicking on "SEND ORDER" or "PAYMENT BY CASHIER" or "PAYMENT BY PAYPAL" on to validly place your order.
- 8.2.12. By placing an order, the User acknowledges that his/her order is subject to payment.
- 8.2.13. The Service Provider will confirm the order to the User immediately by automatic e-mail to the e-mail address provided by the User during the online ordering process. The confirmation will include the total amount to be paid by the User for the product or paid in case of online payment. If this confirmation is not received within 48 hours of the User's order being sent, the User shall be released from the obligation to make an offer. The confirmation shall be deemed to have been received by the User when it is made available to him (i.e. when it is received in his e-mail account). The confirmation of the order written here does not constitute a contract for the purchase of the product, and this confirmation shall not constitute acceptance of the order by the Supplier.
- 8.2.14. Orders are processed every working day from Monday to Friday from 08.00 to 16.00 Central European Time. If an order is received during this time period, it will be processed within 24 hours of the time of receipt. If the order is received by the Service Provider outside the above time interval, it shall be deemed to have been received by the Service Provider at the beginning of the first processing period following the date of receipt - in the case of online payment, at the beginning of the first processing period following the date of receipt of the transaction confirmation by the Service Provider - and shall be processed within 24 hours of that date.
- 8.2.15. After the processing of the order has started, the Service Provider will inform the User of the acceptance of the order by e-mail, if the order is accepted. The contract for the purchase of the product shall be concluded upon receipt by the User of an e-mail message from the Service Provider to this effect.

8.2.16. The Service Provider reminds the User to check the content of the confirmation of receipt of the order and the confirmation of acceptance of the order. If the content of either confirmation differs from the content of the order, and the User who placed the order does not object to the discrepancy within 24 hours of receipt of the confirmation, or if the User makes payment after receipt of the confirmation, the content of the confirmation shall govern the contract (not including the provisions on incorrect price indication). After notification of the confirmation with a different content to the Service Provider, the Service Provider shall examine the notification and, if justified, correct the order.

8.3. If the User requests the deletion of his/her data necessary for the fulfilment of the order before the fulfilment, or objects to their use for such purposes, the Service Provider shall notify him/her of his/her intention to withdraw from the order.

## **9. Ex-post correction of the order**

9.1. If the User wishes to change an order already placed, or has provided incorrect information, he/she must notify the customer service contact details as soon as possible. It is important that you do so without delay so that the Service Provider can correct the order before the execution of the order.

9.2. In the event of a correction of the order, the Service Provider will send a new confirmation of the order with the amended content, according to which the contract of purchase will be concluded in accordance with the amendment or, in the case of a previously accepted incorrect order, the contract of purchase will be amended.

9.3. In the event of subsequent correction, the Service Provider may also cancel the User's incorrectly placed order and request a new order. This shall be agreed separately with the User concerned.

## **10. Payment terms**

10.1. Possible payment methods:

#### 10.1.1. **Online payment by credit card (Barion) or prepayment with a Barion wallet:**

Prepayment in the process of sending the order using the online payment service chosen by the User.

Depending on the User's choice, the credit card online payment service is provided by Barion Payment Zrt. (Hungary, 1117 Budapest, Irinyi József utca 4-20. 2. floor). When using the service, the User may pay **by credit card or Barion wallet**.

When paying by credit card, the User shall provide the credit card details used for payment directly and exclusively to Barion, as the payment process will be redirected to the Barion site. Barion does not share the credit card or other payment data with the Service Provider.

Data security is based on the separation of data. The Service Provider receives the order information from the User and the Payment Service Provider receives only the credit card data necessary for the payment transaction on the payment page with 128-bit SSL encryption. For payment by credit card, your internet browser software must support SSL encryption. SSL is an abbreviation for Secure Sockets Layer, an accepted encryption method. The browser program used by the user uses SSL to encrypt the credit card data before it is sent, so that it is encrypted before it reaches the payment service provider and cannot be read by unauthorised persons.

The service provider Barion Payment Zrt. is an institution supervised by the National Bank of Hungary, licence number: H-EN-I-1064/2013.

Further terms and conditions of online payment are set out in the payment service provider's terms and conditions, which the User can find out before the payment on the payment service provider's interface, to which he/she will be redirected during the order process.

#### 10.1.2. **Online payment by credit card (Stripe):**

Prepayment in the process of sending the order using the online payment service chosen by the User.

The online payment service by credit card is provided by Stripe Payments Europe Ltd (C/O A&L Goodbody, IFSC, North Wall Quay, Dublin 1, Ireland), at the User's option. When using the service, the User may pay **by credit card**.

When paying by credit card, the User provides the credit card details used for the payment directly and exclusively to Stripe, as the payment is redirected to the Stripe site during the payment process. Stripe does not share the credit card details with the Service Provider.

Data security is based on the separation of data. The Service Provider receives the order information from the User and the Payment Service Provider receives only the credit card information necessary for the payment transaction on the payment page with 128-bit SSL encryption. For payment by credit card, the Internet browser program must support SSL encryption. SSL is an abbreviation for Secure Sockets Layer, an accepted encryption method. The browser program used by the user uses SSL to encrypt the credit card data before it is sent, so that it is encrypted before it reaches the payment service provider and cannot be read by unauthorised persons.

Further terms and conditions of online payment are set out in the payment service provider's terms and conditions, which the User can find out before the payment on the payment service provider's interface, to which he/she will be redirected during the order process.

#### 10.1.3. **Online payment by credit card (PayPal) or prepayment with PayPal wallet:**

Pre-payment in the process of sending the order by the User using the online payment service PayPal, chosen by the User.

The online payment service by credit card is provided by PayPal (Europe) S.a.r.l. et Cie, S.C.A. (22-24, Boulevard Royal, 2449 Luxembourg, Luxembourg), depending on the User's choice. When using the service, the User can pay **by credit card** or **PayPal wallet**.

When paying by credit card, the User provides the credit card details used for the payment directly and exclusively to PayPal, as the payment is

redirected to the PayPal site during the payment process. PayPal does not share the credit card or other payment data with the Service Provider.

Data security is based on the separation of data. The Service Provider receives the order information from the User and the Payment Service Provider receives only the credit card information necessary for the payment transaction on the payment page with 128-bit SSL encryption. For payment by credit card, your internet browser software must support SSL encryption. SSL is an abbreviation for Secure Sockets Layer, an accepted encryption method. The browser program used by the user uses SSL to encrypt the credit card data before it is sent, so that it is encrypted before it reaches the payment service provider and cannot be read by unauthorised persons.

Further terms and conditions of online payment are set out in the payment service provider's terms and conditions, which the User can find out before the payment on the payment service provider's interface, to which he/she will be redirected during the order process.

#### 10.1.4. **Cash on delivery:**

In the process of sending the order, payment by cash on delivery in the case of delivery method selected by the User. The User can pay the courier service employee with **cash** or **credit card** at the time of delivery.

Further terms and conditions of payment at the courier service are set out in the terms and conditions of DPD Hungária Kft., which the User can find on the online interface of the service provider (detailed below).

- 10.2. If the Service Provider is unable to fulfil the order already paid for due to a reason in its own interest, it shall refund the User the full amount paid by the User in connection with the order within 14 days of the occurrence of the obstacle.

## **11. Delivery deadline and delivery terms**

### 11.1. Delivery and delivery deadline

- 11.1.1. The ordered product will be delivered by the Service Provider to the delivery address provided by the User during the ordering process within the time limit specified in the order acceptance confirmation.
- 11.1.2. If the product is in stock, it will be delivered to the carrier no later than the working day following the day of receipt of the order, who will deliver it within a maximum of 3 working days.
- 11.1.3. If the goods are not in stock when the order is placed, the Service Provider will notify the User of the expected delivery time.
- 11.1.4. If the Service Provider is unable to fulfil the order within the above deadline, or cannot obtain the product not in stock, it shall notify the User of the impediment to performance immediately after it occurs and shall separately inform the User of the expected circumstances of performance or its failure. In the latter case, the Service Provider shall reimburse the amount paid by the User in connection with the order.

## 11.2. Home delivery

### 11.2.1. **DPD Hungária Courier, Parcel Delivery Service Provider Limited Liability Company**

Short name: DPD Hungária Kft.

Corporate registration number: 01-09-888141

Tax number: 13034283-2-41

Headquarters: Hungary, 1134 Budapest, Váci út 33. Building 2. floor.

Postal address: Hungary, 1134 Budapest, Váci út 33. A épület 2. em.

Telephone: +36 1 501 6200

E-mail: [dpd@dpd.hu](mailto:dpd@dpd.hu)

Website: <https://www.dpd.com/hu/>

The Carrier will deliver the ordered product to the User within 3 working days from the date of dispatch. Further information on delivery is contained in the "General Terms and Conditions" document available on the website of DPD Hungária Kft. (<https://www.dpd.com/hu/hu/aszf/>).

## 11.3. Fee for delivery

11.3.1. The gross amount of the delivery charge payable by the User will be known to the User during the order dispatch process.

#### 11.4. Receiving the product

11.4.1. Under a contract concluded following an order placed by the User, the User is obliged to pay the price of the product(s), the delivery charges and any other costs related to the execution of the order that may have been made known to him/her before placing or finalising the order, and to take delivery of the product. If the User fails to take delivery of the product(s) without justification, he shall be in breach of the contract. The damage caused by the breach of contract may be claimed by the Service Provider.

If the User fails to take delivery of the goods ordered by the User at the time of delivery without any reason, including when the User is not available despite repeated attempts by the Carrier to deliver the goods, and delivery fails, the Service Provider is entitled to sell the ordered goods to a third party. In such a case, if the goods are returned to the Service Provider and the User has paid the purchase price of the ordered goods in advance, the purchase price shall be refunded by the Service Provider after deduction of the transaction costs and the return delivery costs. The delivery charges and any other costs are not included in the purchase price and will not be refunded in such a case. The cost of returning the product to the Service Provider without having taken delivery of it without justification shall be considered as a further loss and shall be deducted by the Service Provider from the amount to be refunded. In the event that the User has not paid the price of the product in advance and does not take delivery of the product without justification, as described above, the Service Provider may claim the delivery and return charges, as well as any other costs incurred in connection with the performance of the service, as described above, as compensation for the damage caused by the breach of contract.

11.4.2. The User shall check the quantity, the integrity and the existence of the necessary documents (invoice) of the ordered product(s) at the place and time of delivery, at the time of receipt, and shall report any damage, shortage or other discrepancies to the Carrier at that time. If the User notices any damage or discrepancies on the delivered goods at the time of delivery, the Carrier shall, at the User's request, hand over the goods in detail and record the damage or discrepancies on the spot. The Carrier shall be primarily liable for



any damage to the Product during transport, but the Service Provider shall bear the risk in this respect towards the User until the time of delivery of the Product to the User. However, the User's failure to carry out an inspection at the time of acceptance shall not affect the User's warranty rights or its right of withdrawal without justification, which it may exercise in the same way as set out in clause 12.

## **12. Defective performance, warranty, guarantee, right of withdrawal without justification**

### 12.1. Incorrect performance

12.1.1. The Service Provider shall be deemed to have performed defectively if the product does not meet the quality requirements laid down in the contract or by law at the time of performance.

12.1.2. The Service Provider shall not be deemed to have performed defectively if the User knew of the defect at the time of concluding the contract or should have known of the defect at the time of concluding the contract.

12.1.3. In the case of a purchase by a User who is a consumer, it shall be presumed that, within one year of performance, the defect discovered by the User was already present at the time of performance, unless this presumption is incompatible with the nature of the goods or the nature of the defect. In practice, this means that the burden of proof in the case of a defect discovered within one year shall be on the Service Provider.

### 12.2. Accessories warranty

12.2.1. In the event of defective performance by the Service Provider, the User may assert a warranty claim against the Service Provider in accordance with the rules of the Civil Code, and the User who is a consumer may assert a warranty claim against the Service Provider in accordance with the rules of the Civil Code and the Government Decree 373/2021 (30.VI.).

12.2.2. The User may, at his/her option, make the following warranty claims: repair or replacement, unless the fulfilment of the claim chosen by the User is

impossible or would involve disproportionate additional costs for the Service Provider compared to the fulfilment of his/her other claim. In the case of a User who is a consumer, the Service Provider shall take into account all the circumstances, including the value of the service in its faultless state and the seriousness of the breach of contract, when determining whether a disproportionate additional cost exists. If the Service Provider has not undertaken to repair or replace the item or cannot fulfil this obligation within a reasonable period of time, taking into account the characteristics of the item and its intended use for which the User can be expected to pay, without prejudice to the interests of the User, or if the User's interest in repair or replacement has ceased, the Service Provider shall:

- the User who is a consumer may request a proportionate reduction of the consideration or withdraw from the contract, but may not repair the defect himself or have it repaired by another party at the expense of the Service Provider;
- the User who is not a consumer may request a proportionate reduction in the price, or have the defect corrected or replaced at the expense of the Service Provider, or withdraw from the contract.

12.2.3. In the case of a purchase by a User who is a Consumer, the User is also entitled to claim a proportionate reduction of the consideration or to terminate the sales contract, depending on the seriousness of the breach of contract, if

- the Service Provider has failed or refused to carry out the repair or replacement, or has carried out the repair or replacement but has not borne, or has not fully borne, the costs of returning the replaced goods;
- there is a repeated failure to perform, despite the Service Provider's attempts to make the goods conform to the contract;
- the defect in performance is of such gravity as to justify immediate price reduction or immediate termination of the sales contract; or
- the Service Provider has not undertaken to make the goods in conformity with the contract, or it is clear from the circumstances that the Service Provider will not make the goods in conformity with the contract within a reasonable period or without significant detriment to the User.

12.2.4. In the case of a purchase by a User who is a consumer, the reduction of the consideration shall be proportionate if the amount of the reduction is equal to the difference between the value of the goods to which the User is entitled

in the event of contractual performance and the value of the goods actually received by the User.

- 12.2.5. In the case of a purchase by a User who is a consumer, the User's right to terminate the purchase contract may be exercised by means of a legal declaration addressed to the Service Provider expressing the decision to terminate the contract.
- 12.2.6. In the case of a purchase by a User who is a consumer, if the defective performance concerns only a specified part of the goods supplied under the sales contract and the conditions for exercising the right to terminate the contract apply in respect of those goods, the User may terminate the sales contract only in respect of the defective goods, but may also terminate the sales contract in respect of any other goods acquired with them if the User cannot reasonably be expected to keep only the goods which are in conformity with the contract.
- 12.2.7. In the case of a purchase by a User who is a consumer, if the User wishes to terminate the sales contract on the grounds of defective performance, the burden of proof that the defect is insignificant shall be on the Service Provider.
- 12.2.8. In the case of a purchase by a User who is a Consumer, the User is entitled to retain the remaining part of the purchase price, in whole or in part, according to the seriousness of the breach of contract, until the Service Provider has fulfilled its obligations regarding the contractual conformity of performance and defective performance.
- 12.2.9. The User may switch from one warranty right to another, but the cost of the switch shall be borne by the User, unless it was justified or the Service Provider gave a reason for it.
- 12.2.10. The User shall notify the Service Provider of the error without delay after the discovery of the error. In the case of a contract between a consumer and a business, a defect notified within two months of the discovery of the defect shall be deemed to have been notified without delay. The party entitled - the User - shall be liable for any damage resulting from the delay in notification. The User's right to claim under a warranty of convenience shall expire one year after performance of the contract. A User who is a consumer shall be

barred from claiming any warranty for accessories within two years of the performance of the contract. If the subject of the contract between the consumer and the business is a second-hand good, the consumer's right to claim under a consumer's accessory warranty shall expire one year after the performance of the contract.

12.2.11. In the case of a purchase by a User who is a consumer, there is no other condition for the enforcement of the warranty claim within one year of the date of performance, other than the notification of the defect, if the User proves that the product or service was provided by the Service Provider. However, after one year from the date of performance, the User shall be obliged to prove that the defect discovered by the User existed at the time of performance.

12.2.12. The Service Provider shall repair or replace the goods within a reasonable period of time, taking into account the characteristics of the goods and the expected use of the goods by the User. The reasonable time limit shall be calculated from the date on which the User notifies the Supplier of the defect.

12.2.13. The User must make the goods available to the Service Provider in order to carry out the repair or replacement. The costs of fulfilling the warranty obligation shall be borne by the Service Provider.

12.2.14. In the case of a purchase by a User who is a Consumer, the Service Provider shall ensure the return of the replaced goods at its own expense.

12.2.15. If the User terminates the sales contract in its entirety or in respect of part of the goods supplied under the sales contract, the User shall return the goods concerned to the Service Provider at the Service Provider's expense and the Service Provider shall reimburse the User the purchase price paid for the goods concerned as soon as the goods or the certificate supporting the return of the goods is received by the User.

### 12.3. Product Warranty

12.3.1. In the event of a defect in a movable good (product), the User, as a consumer, may - at his/her option - exercise his/her right to claim the above-mentioned right to a subsidiary warranty or product warranty.

- 12.3.2. As a product warranty claim, the User may only request the repair or replacement of the defective product.
- 12.3.3. A product is defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.
- 12.3.4. The User may assert a product warranty claim within two years of the date on which the product was placed on the market by the manufacturer. Once this period has expired, he loses this right.
- 12.3.5. The user may only exercise his right to claim under the product warranty against the manufacturer or distributor of the movable item. In the event of a product warranty claim, the User must prove that the product is defective.
- 12.3.6. The manufacturer or the Service Provider is only exempted from its product warranty obligation if it can prove that:
- the product was not manufactured or placed on the market in the course of its business, or
  - the defect was not detectable according to the state of science and technology at the time of placing on the market, or
  - the defect in the product results from the application of a legal or mandatory official regulation.

The manufacturer or the Service Provider only needs to prove one ground for exemption.

- 12.3.7. The User may not assert a warranty claim for accessories and a product warranty claim for the same defect at the same time. However, in the event of a successful product warranty claim, the User may assert a claim against the manufacturer for the replacement product or the repaired part.

#### 12.4. Compulsory guarantee

The Service Provider does not distribute any product covered by a statutory mandatory warranty, nor does it voluntarily provide any warranty.

## 12.5. Right of withdrawal without giving reasons

12.5.1. A User who is a Consumer has the right to withdraw from this contract within 14 days without giving any reason.

### 12.5.2. The withdrawal period

a) in the case of a contract for the sale of goods: expires 14 days after the date on which the goods are taken over by the User or a third party other than the carrier and indicated by the User;

b) in the case of the supply of several products: expires 14 days after the date on which the User or a third party other than the carrier and indicated by the User takes delivery of the last product;

(c) in the case of the supply of a product consisting of several lots or pieces: the last lot or piece is taken over by the User or by a third party other than the carrier and indicated by the User;

d) and, in the case of a), b) and c), the User may exercise his right of withdrawal in the period between the date of conclusion of the contract and the date of receipt of the product.

12.5.3. If the User wishes to exercise his right of withdrawal, he must send a clear statement of his intention to withdraw to one of the Service Provider's contact details. The withdrawal may be made by any means, either verbal or written.

The User may also use the model declaration that can be downloaded from the following link to exercise the right of withdrawal:

► [model withdrawal notice](#)

Or you can copy its contents from here:

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### **Model withdrawal declaration**

(fill in and return only if you wish to withdraw from the contract)

Address: POLCZ FOOD Kft.

Postal address: Hungary, 3000 Hatvan, hrsz. 759/9.

E-mail: support@polczfood.com

I, the undersigned ....., declare that I exercise my right of withdrawal in respect of the contract for the sale of the following product(s):

Date of receipt of the product:

Name of the consumer:

Address of the consumer:

Signature of the consumer (only in case of a paper declaration):

Celt:

--

12.5.4. The User may exercise his right of withdrawal within the time limit if he sends his written notice of withdrawal before the expiry of the time limit specified above or if he gives oral notice of withdrawal on the last day of the time limit. The burden of proving that the consumer has exercised his right of withdrawal in the manner and within the time limits set out herein shall lie with the consumer.

12.5.5. In the case of products with hygienic packaging, the User may not exercise his right of withdrawal without justification after the hygienic packaging has been removed. The opening of additional packaging outside the hygienic packaging shall not prevent the exercise of the right of withdrawal. In the case of products outside the hygienic packaging, the exercise of the right of withdrawal shall not be precluded by the use of the opened packaging and the use necessary to establish the nature, characteristics and functioning of the product.

12.5.6. Arranging the return of the product and the cost of returning the product is the responsibility of the User. The return of the product can also be done in person, after prior appointment with the Customer Service.

12.5.7. After acceptance of the withdrawal and return of the goods, settlement will be made within a maximum of 14 days from the date of acceptance of the withdrawal. In the event of withdrawal, the Service Provider shall reimburse the User for the purchase price of the withdrawn product and the cost of delivery.

12.5.8. The User may not exercise its right of withdrawal:

- in the case of goods which are not prefabricated, which have been produced on the instructions or at the express request of the User or which are clearly personalised for the User;
- for goods in sealed packaging that cannot be returned after opening after delivery for health or hygiene reasons;
- perishable goods or goods that will remain in good condition for a short period of time.

## 12.6. Legal effects of withdrawal

12.6.1. If the User withdraws from the contract, the Service Provider shall reimburse the User for all payments made by the User, including the cost of transporting the goods to the User (excluding any additional costs incurred due to the User's choice of a mode of transport other than the cheapest usual mode of transport offered by the Service Provider), without delay, but no later than 14 days after receipt of the User's notice of withdrawal. In making the refund, the Service Provider shall use the same payment method as the one used for the original transaction, unless the User expressly agrees to use a different payment method and the User does not incur any additional costs as a result of using this refund method. In the case of a contract for the sale of a product, the Service Provider may withhold the refund until the product has been returned or the User has provided proof that it has been returned, whichever is the earlier.

12.6.2. If the User has ordered several products and they have been sent to him by the Service Provider at the same time or separately, but against a lump sum delivery charge, and the User does not exercise his right of withdrawal



without giving reasons for each of the products, the delivery charge will be reimbursed as follows:

- if the cost of delivery of all the products in the specific case is equal to the delivery cost that the User would have paid if he had ordered only the product(s) concerned by the withdrawal, the full amount of the delivery cost will be refunded;
- if the cost of delivery would have been lower only if the product(s) concerned by the cancellation had been ordered, only this lower amount shall be refunded to the User as reimbursement of the cost of delivery.

12.6.3. The User shall return or hand over the product to the Service Provider without undue delay, but no later than 14 days after receipt of the User's notice of withdrawal. The deadline shall be deemed to have been met if the product is sent before the expiry of the 14-day deadline. The direct cost of returning the product shall be borne by the User.

12.6.4. The user may be held liable for depreciation of the product only if it is due to use beyond the use necessary to establish the nature, characteristics and functioning of the product. This provision is only applicable to products other than those in hygienic packaging.

### **13. Forum rules and moderation principles**

13.1. The User can rate the product on the website by means of a text comment and by marking a number of stars.

Anyone can post comments, but the Service Provider is not responsible for the content of the posted comments and posts that are offensive to others in a way that is not recognizable by the Service Provider. The Service Provider shall not be liable for any damage caused by destructive programs or applications such as viruses, worms, macros or other programs or applications not listed above that may be included in the postings, although the Service Provider shall make every effort to avoid or filter out such programs or applications.

Comments are moderated by the service provider before they are published.

13.2. General provisions, data protection

The User's posts can be seen by other users after they are published in such a way that the name of the poster can be identified, the data he/she has provided

in his/her post can be known, and thus the User's identity can be identified. However, this is the User's own responsibility and the Service Provider cannot be held liable for any consequences.

You may not post your comments on behalf of any other person or entity and they must not be unlawful, discriminatory, racist, hateful, harmful, obscene, or of a religious or political nature, invasive of another's privacy, offensive or harmful to minors who may read them. Nor may they contain content protected by law or by contract, content that infringes industrial secrets or intellectual property, content that distributes computer viruses or content that may infringe the rights or interests of the Service Provider or third parties in any way.

The User is not entitled to engage in or promote any activity aimed at the sale of real estate, movable property or services or the placement of advertising through his/her posts or the non-textual content uploaded by him/her in his/her posts.

User's posts may include content other than text (images, video, audio, etc.) and other content shared by the User. In the case of images or moving images, they may not be likenesses of other persons, and regardless of the type of content, the content may not be in any way unlawful, discriminatory, racist, hateful, harmful, obscene, or associated with religious or political views, or violate the privacy of another person, or harm or endanger minors. It must not contain content protected by law or by contract, content that infringes industrial secrets or intellectual property, content that distributes computer viruses or content that may infringe the rights or interests of the Service Provider or third parties in any way.

By accepting these terms and conditions, the User agrees to the publication of content containing data and information about him/herself in such a way that it will be accessible and visible to other users of the website, i.e. publicly, and the name of the user who uploaded the given photo can be identified by the observers, thus the identity of the User can be identified. However, this is the User's own responsibility and the Service Provider cannot be held liable for any consequences.

### 13.3. Disclosure

Comments posted on the site are displayed in a way that is visible to all visitors to the site.

By submitting a post, the User waives any right to make any subsequent claim, financial or otherwise, based on the use of the content of the post.

The Service Provider does not assume any responsibility for the content of the posts; however, if the post in question is prejudicial to its own interests or the legitimate interests of others or the public interest, it may delete it without giving any reason.

The Service Provider is not satisfied that the opinion was given by the person who purchased the product.

The Service Provider will not publish all of the reviews received.

Users may request the Data Controller to delete their posts.

The Service Provider does not display sponsored reviews on the website.

The Service Provider draws the User's attention to the fact that before sending his/her comments, he/she should carefully and carefully consider what and how he/she expresses, avoiding any damage to his/her own interests or the interests of others (including legal entities and organizations).

Disclosure of any real person's personal data or knowledge about them without the data subject's consent is prohibited - and will be deleted - if the data subject has not disclosed it himself/herself.

Comments containing offensive images, hate speech, bullying and links to websites on such topics are also prohibited.

Posts that are offensive or defamatory to a real person, or that are clearly attributable to a person and have an offensive title or content, may not be published. If a User or data subject takes offence to a post made about them, they may request that it be deleted even if it does not otherwise meet the conditions discussed above.

#### 13.4. Moderation

Contributions are reviewed and approved by the Service Provider prior to publication.

The Service Provider requests the User to notify the Service Provider by e-mail if he/she detects any postings that, in his/her opinion, violate any of the provisions of these Terms and Conditions, infringe the rights or legitimate interests of the User, the Service Provider, others or others, or may give rise to suspicion of a criminal offence, or otherwise impede the exchange of information in a civilized manner.

Offending comments appearing on the website may be deleted by the Service Provider or deleted upon request. Such comments may be:

- in violation of the rights or interests of the Service Provider or others,
- in violation of the law or these Terms and Conditions.

The Service Provider will not edit or partially delete individual posts afterwards; it will either leave them unchanged or delete them completely.

In order to maintain continuity and readability, posts that violate this policy and are therefore subject to deletion may be deleted along with any responses to them.

**They may be deleted without prior notice to the User:**

- Illegal entries. Any post that is in breach of Hungarian law in force at the time of publication, or contains a call for, solicitation of, consent to or agreement to commit a criminal offence or other violation of the law, or infringes the rights or legitimate interests of another or others, is unlawful
- Obscene or aggressive, threatening, or inflammatory, malicious comments or other posts, excluding professional criticism that is not offensive to public peace or morality. The Service Provider shall exercise its discretion in this regard and the User shall respect and accept the Service Provider's decision in this regard. Expressions that violate the moderation rules written here may appear in the comments in diacritical form.
- Posts and other entries that defame certain Users or that contain opinions that are clearly obscene, offensive, insulting or abusive - personal - towards them.
- Posts outside the specifically dedicated sections that deal with editing, moderation, editors or moderators. For these topics, please send an e-mail to [support@polczfood.com](mailto:support@polczfood.com).
- Politicising posts. Professional criticism does not count as politicisation. The discretion in this regard is at the discretion of the Service Provider, and the User is obliged to respect and accept the Service Provider's decision in this regard.
- Posts containing images that are offensive to good taste, hate speech, intimidation, and links to websites on such topics.
- Posts that are deliberately repeated questions that appear several times in the forum, within a topic or in different topics, despite the invitation posted on the forum. In this case, all of the User's posts related to that particular issue will be deleted. If the repetition is not intentional (e.g. caused by an IT error), only the other instances will be deleted, leaving one post intact . Any post that is conspicuously and intentionally disruptive or off-topic, obstructing or interfering with a civilised, ongoing conversation is considered to be off-topic.

- Destruction by technical means: insertion of links to files that damage the User's Internet access device; corrupted html codes; Java; deliberate flooding; automatically triggered file downloads and any other interference that impedes the proper use of the site or compromises the users' IT equipment.
- Comments and posts that are demonstrably not their own intellectual products: repeating other people's posts, copying an article (or part of an article) from another site without comment
- Repetition ("flooding"): if repetition is unintentional (i.e. accidental), the other copies of a post will be deleted, leaving one post intact. Intentional repetition is when someone posts the same post several times in one or more posts.
- Disclosure of any contributor's real data, except for the disclosure by the person concerned of data concerning him/herself
- Reproduction of deleted posts, in whole or in part, and the re-launch of deleted, merged, moved threads.
- Posts containing overt or covert advertising.

**Banning:** the moderators may restrict the privileges of Users who are in breach of the rules, who seriously violate these rules, who intentionally and/or repeatedly obstruct civilized conversation, and who may ban such Users from the forum. The ban may be partial or total, temporary or permanent. The most common types of bans are: one week, one month, permanent - depending on whether the User is a first time offender of these forum rules and moderation policies or a repeat offender.

The banning items do not have to follow the above order; if the moderators see fit, they can apply the most severe consequence immediately or "skip" intermediate items.

In extreme cases, the User may be banned permanently and all of his/her posts published up to that point may be deleted.

In all cases where someone posts or tries to post under a name that is similar to a name already registered on the forum, or under a name that is likely to mislead, or uses the names of historical figures, contemporary public figures or other (copyrighted) names in an unauthorized manner, the moderators may have all other privileges revoked, in addition to the deletion of the post.

Copying back or quoting from posts deleted by the provider or moderators will also result in the revocation of privileges.

### 13.5. Intellectual property

Content that appears in someone else's postings and is considered intellectual property (a work of art, creation, scientific or other intellectual achievement)

may be used only with the prior permission of the rightholder (the author or the person posting the content).

#### 13.6. Responsibility

The communications on the Site are intended to inform the community of Users visiting the Site and do not bind the Service Provider in any way. No communication on the Site shall be deemed to constitute an offer or acceptance of a contract or legal or professional advice.

The author of the post is responsible for the comment or entry, the Service Provider is not liable for it.

#### 13.7. Other rules for articles, comments and contact

Articles published on the website by the Service Provider are protected by copyright and may be shared outside the website or quoted only with acknowledgement of the source and in accordance with the rules of citation. Sharing is further subject to the condition that it is done with the full and unaltered reproduction of the content. The authors of articles published on the site are responsible for their content.

This also applies to those contributions to which these provisions can be interpreted in the light of their content.

- 13.8. If you encounter any comments that you believe violate these Terms and Conditions or any data management or consumer protection rules, please notify us by sending an e-mail to [support@polczfood.com](mailto:support@polczfood.com).

### **14.Show user reviews**

- 14.1. The Service Provider will publish anonymously some of the reviews written by Users that are otherwise sent to it under the "OUR REVIEWS" section of the website. In addition, User reviews posted on the Facebook and Google interfaces will be published on the main page of the Site, with a score and a text rating under the full name of the User who has posted the review, indicating the number of stars.
- 14.2. The Service Provider will not publish all such reviews it receives, but will display positive and negative reviews on the Site in fair proportion to the total number of reviews received.

- 14.3. Reviews published on the website are displayed in a way that is visible to all visitors to the website.
- 14.4. The Service Provider will check whether the evaluator is one of the persons who ordered the service. In this way, it is ensured that only the reviews and opinions of genuine customers are displayed.
- 14.5. The Service Provider does not display sponsored reviews on the website.
- 14.6. The Service Provider will not edit or partially delete the reviews already published; if the reviews are published, they will be displayed on the website in unchanged form.
- 14.7. The User may request the Service Provider to delete his/her rating.
- 14.8. The Service Provider will not display on the website any reviews that are offensive to the public interest, public taste or others, but in particular reviews that are illegal, discriminatory, racist, hateful, obscene, or related to religious or political views, offensive to others, offensive to minors or endangering minors.

## **15. Exclusion of liability**

- 15.1. The Service Provider is under no legal obligation to conclude a contract. It is free to decide whether to accept or reject the User's order. The Service Provider shall not be liable for any damages resulting therefrom.
- 15.2. The Service Provider does not guarantee that the product is suitable for any purpose intended by the User, which the User has not agreed with the Service Provider before the conclusion of the contract, or the Service Provider has not confirmed its suitability during the consultation. The use of the Product shall be governed by the description and instructions for use of the Product, but the Service Provider shall not be liable for any variations resulting from the specific conditions of use.

- 15.3. The Service Provider shall not be liable for any direct or indirect damage resulting from the malicious use of the website or from the unavailability of the Internet Service Provider. The Service Provider cannot be held liable for technical malfunctions, such as electrical or computer network failures. Given that the Internet is an open network which cannot be considered secure, the Service Provider shall not be liable for any damage caused by the destruction, delayed arrival or other failure of messages or orders transmitted electronically for reasons beyond its control.
- 15.4. The Service Provider may terminate the possibility to use the Website at any time, without giving any reason, for individual Users or for all Users upon termination of the operation of the Website. In this case, it shall fulfil the orders already validly placed and other requests of the User, but shall not be liable for any other possible consequences.
- 15.5. The Service Provider shall not be liable for any delays or other problems, errors or damages resulting from any incorrect and/or inaccurate data provided by the User.
- 15.6. The content reached by following external links on the website is not under the control of the Service Provider. The link will be deleted or modified by the Service Provider if the rightful owner so requests. The Service Provider shall not be liable in any way whatsoever for the content displayed or downloaded using such a link.

## **16. Other provisions**

- 16.1. The Service Provider also reserves the right to enforce and change the legal protection of the content and the rules governing the use of the Website with respect to Users browsing the Website without placing an order. The rules and statements in this regard are available to the User [in the legal notice](#) published on the Site on an ongoing basis, in these GTC and in other informative documents.
- 16.2. The Contracting Parties declare that in exercising their rights and performing their obligations under these terms and conditions, they shall act in good faith and fairness and in mutual cooperation.



## **17. Data management, data protection**

Information on data management by the Service Provider is provided in the documents entitled "[Information on data management](#)" and "[Information on the use of cookies](#)".

## **18. Modification of contract terms**

- 18.1. The Service Provider reserves the right to unilaterally modify the terms and conditions at any time without prior notice and without separate notification.
- 18.2. Contracts resulting from individual orders are always subject to the contractual terms and conditions attached to the final confirmation of the order in question, which creates the contract.

## **19. Applicable law**

- 19.1. For matters not covered by these terms and conditions, the following legislation shall prevail:
  - REGULATION (EU) No 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 on combating unjustified territorial restrictions of content and other forms of discrimination based on the nationality, residence or domicile of the buyer in the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC,
  - Act V of 2013 on the Civil Code,
  - Act CLXIV of 2005 on Trade,
  - Act CLV of 1997 on Consumer Protection,
  - Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses,
  - Government Decree No 373/2021 (VI. 30.) on the detailed rules for contracts between consumers and businesses for the sale of goods, the supply of digital content and the provision of digital services,
  - Act CVIII of 2001 on certain aspects of electronic commerce services and information society services,

- NGM Decree 19/2014 (IV. 29.) on the procedural rules for handling warranty and guarantee claims for goods sold under a contract between a consumer and a business,
- Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers and
- Act XLVIII of 2008 on the Basic Conditions and Certain Restrictions of Economic Advertising Activities.

## **20. Complaints, enforcement**

20.1. The User may contact the Service Provider by letter, telephone or e-mail at the following contact details to complain about the Service Provider's services, the conduct, activity or omission of its members, employees or persons acting in the Service Provider's interest or for the Service Provider's benefit, directly related to the distribution or sale of goods to consumers, or the quality of the goods:

### **POLCZ FOOD Kft.**

Address: Hungary, 3000 Hatvan, hrsz. 759/9.

Phone number: +36 30 655 9795 (in English)

E-mail address: support@polczfood.com

The Service Provider will investigate the verbal complaint immediately and, if necessary, remedy it immediately. If this is not possible, or in case of disagreement by the User, and in case of a written complaint, the Service Provider shall reply in writing within thirty days at the latest, in a verifiable manner.

If the User does not agree with the actions of the Service Provider or if an immediate investigation of the complaint is not possible, the Service Provider shall immediately take a record of the complaint and its position on the complaint and shall provide the User with a copy of the record in the case of a verbal complaint made in person, or in the case of a verbal complaint made by telephone or electronically, with a written response to the complaint.

The Service Provider shall assign a unique identification number to the User's complaint submitted by telephone or electronically.

In case of rejection of the User's complaint, the Service Provider shall provide the reasons for the rejection.

The record of the complaint must include the following:

- the name and address of the User,
- where, when and how the complaint was lodged,
- a detailed description of the User's complaint, a list of documents, records and other evidence presented by the User,
- a statement by the Service Provider of its position on the User's complaint, if an immediate investigation of the complaint is possible,
- the signature of the person who took the minutes and, except in the case of a verbal complaint made by telephone or electronically, the signature of the User,
- the place and time of recording of the minutes,
- in the case of an oral complaint by telephone or electronic means, the unique identification number of the complaint.

The undertaking must keep a record of the complaint and a copy of the reply for three years and present it to the supervisory authorities at their request.

If the User's complaint is rejected, the Service Provider shall inform the User in writing of the authority or conciliation body to which the User may refer the complaint, depending on its nature. The information shall also include the headquarters, telephone and Internet contact details and postal address of the competent authority or conciliation body of the User's place of residence or stay. The information shall also indicate whether the undertaking will use the conciliation body to settle the consumer dispute.

If a consumer dispute between the User and the Service Provider is not resolved, the User may refer the dispute to the following bodies.

## 20.2. Possibility to appeal to a conciliation body

Consumers may also request the free-of-charge intervention of a conciliation body in relation to the quality and safety of the product, the application of product liability rules, the quality of the service, and the conclusion and performance of the contract between the parties.

The conciliation body of the consumer's place of residence or domicile is competent for this procedure.

The jurisdiction of conciliation bodies:

The Budapest Arbitration Board has jurisdiction in Budapest;

The Baranya County Conciliation Board has jurisdiction over Baranya County, Somogy County, Tolna County;

The Borsod-Abaúj-Zemplén County Conciliation Board has jurisdiction in Borsod-Abaúj-Zemplén county, Heves county, Nógrád county;

Jurisdiction of the Csongrád-Csanád County Conciliation Board: Békés county, Bács-Kiskun county, Csongrád-Csanád county;

The Fejér County Conciliation Board has jurisdiction over Fejér County, Komárom-Esztergom County, Veszprém County;

Jurisdiction of the Győr-Moson-Sopron Castle County Conciliation Board: the Győr-Moson-Sopron Castle County, the Vas Castle County, the Zala Castle County;

Jurisdiction of the Hajdú-Bihar County Arbitration Board: the counties of Jász-Nagykun-Szolnok, Hajdú-Bihar and Szabolcs-Szatmár-Bereg;

The Pest County Conciliation Board has jurisdiction in Pest County.

Contact details for conciliation bodies can be found at <https://www.bekeltetes.hu/index.php?id=testuletek>.

In the absence of the Consumer's place of residence and domicile in Hungary, the competent conciliation body shall be the one competent for the place where the Service Provider is established:

### **Borsod-Abaúj-Zemplén County Arbitration Board**

Address: Hungary, 3525 Miskolc, Szentpáli u. 1.

Postal address: Hungary, 3501 Miskolc, Pf. 376.

Phone: +36 46 501 090

E-mail: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

Website: <http://www.bekeltetes.borsodmegye.hu/>

The conciliation body indicated in the consumer's request is competent to conduct the procedure, instead of the body competent as mentioned above.

The conciliation body shall provide consumers with a personal hearing in the county towns within its jurisdiction, once a week, if necessary, at the consumer's request. The consumer may designate another conciliation body other than the one mentioned above in his request.

The service provider has a duty to cooperate in the conciliation procedure.

Unless the consumer specifically requests a personal hearing, the conciliation panel will hold the hearing online, without the consumer being present in person, by means of an electronic device that simultaneously transmits sound and images.

If the consumer requests it, the conciliation body will hold a personal hearing.

The representative of the business authorised to reach a settlement must attend the online hearing. If the consumer requests a face-to-face hearing, the representative of the undertaking authorised to negotiate a settlement must attend the hearing at least online.

The costs of the proceedings in the event of a decision imposing an obligation are borne by the undertaking against which the conciliation body has ruled. If the consumer's application is rejected, the parties shall bear their own costs.

The conciliation body is a professionally independent body run by the designated county (capital) chambers of commerce and industry. It is responsible for the out-of-court settlement of consumer disputes on the above-mentioned subjects, by attempting to reach a settlement and, if this is unsuccessful, by deciding on the case in order to ensure the simple, rapid, efficient and inexpensive enforcement of consumer rights.

The conciliation body advises consumers or businesses on their rights and obligations at their request.

- 20.3. If you live in the European Union, you can use the following online dispute resolution tool of the European Commission to resolve your complaint about a product or service purchased online.

### **The European Commission's online dispute resolution platform**

Website: <https://webgate.ec.europa.eu/odr>

This internet-based platform was set up by the EU for consumers who want to complain about products or services they have bought online and ask a neutral third party (dispute resolution body) to handle the complaint.

For more information about the online dispute resolution platform and how to use it, please visit the website using the link above.

- 20.4. The User may lodge a complaint regarding the quality of the goods, the conduct, activity or omission of the Service Provider (member, employee) or of a person acting in his/her interest or for his/her benefit, the quality of the service, the application of liability rules with the county government office competent for his/her place of residence in Hungary as the consumer protection authority. The contact details of the competent regional government offices can be found at <https://kormanyhivatalok.hu/kormanyhivatalok>.

The User may also lodge a complaint with the consumer protection authority of the place where the Service Provider is established:

**Heves County Government Office**  
**Department of Transport, Technical Licensing and Consumer**  
**Protection**  
**Consumer Protection Department**

Address: Hungary, 3300 Eger, Kossuth L. u. 9.

Postal address: Hungary, 3301 Eger, Pf. 216.

Phone: +36 36 510 300

E-mail: [fogyved@heves.gov.hu](mailto:fogyved@heves.gov.hu)

Website:

<https://kormanyhivatalok.hu/kormanyhivatalok/heves/megye/szervezet/kozlekedesi-muszaki-engedelyezesi-es-fogyasztovedelmi>

- 20.5. Enforcing your rights through the courts

The contracting parties shall mutually cooperate in order to settle any disputes out of court, through negotiation, in the shortest possible time and at the lowest possible cost. If this is not successful, the User may, depending on the value of the dispute, initiate legal proceedings at the district court or court of law of his/her place of residence or domicile, or at the District Court of Hatvan or the Court of Law of Eger, where the Service Provider is based.

- 20.6. Representative action

Empowered organisations can bring representative actions against businesses that breach EU and Hungarian consumer protection law. The organisations can ask the court to stop or prohibit the infringing conduct affecting consumers, to remedy the infringement, to award damages, to correct the infringement or even to obtain a price reduction.

The consumer cannot and usually cannot bring a representative action directly by notifying the consumer. An exception to this is the public prosecutor's office, to whom he or she may submit a request for the public prosecutor's office to consider bringing a representative action. Consumer protection is the responsibility of the General Prosecutor's Offices, whose contact details can be found here: <http://ugyeszseg.hu/ugyeszsegek/fougyeszsegek/>

The representative action is initiated by the public prosecutor, but anyone can initiate it at the public prosecutor's office. The initiative is free of charge for all consumers. The public prosecutor decides whether to bring a representative action and will go to court if the legal conditions are met. The representative action is not brought by the prosecutor in the interest of the individual consumer (whistleblower), but in the interest of all persons who are or may be affected by the infringement. Consumers are represented before the court by the public interest prosecutor and are not personally involved in the litigation, so there is no need to arrange for legal representation and no legal costs.

The other authorised organisations learn about activities that harm consumers' interests ex officio, through the consumer reports they receive and through inspections by the authorities, and can also bring representative actions against them on the basis of a decision taken under their own powers.

The list of organisations entitled to bring representative actions is published on the website of the Minister responsible for consumer protection. The list of authorised organisations is available [here](#).

## 20.7. Enforcement in relation to the processing of personal data

The User may exercise his/her enforcement rights with the Service Provider as described in the Privacy Policy, as well as in court, and may also turn to the National Authority for Data Protection and Freedom of Information:

**National Authority for Data Protection and Freedom of Information**

Address: Hungary, 1055 Budapest, Falk Miksa utca 9-11.  
Postal address: Hungary, 1363 Budapest, Pf. 9.  
Phone: +36 1 391 1400  
Fax: +36 1 391 1410  
E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)  
Website: <http://www.naih.hu/>

In the event of a court proceeding, the action may be brought before the court of the User's domicile or residence, at the choice of the User concerned, as the court has jurisdiction to hear the case.

2024. May 2.

**POLCZ FOOD Kft.**

(this translation was done by machine translation)