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## **Consumer protection information**

### **1. Service provider**

Please note that this website is operated by

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

Abbreviated name: POLCZ FOOD Kft.

Company registration number: 10-09-038879

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

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

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

Present site:

<https://polczfood.com/>

the website, webpages and subpages accessible from the Internet address.

### **2. Incorrect performance**

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.

The Service Provider is not in default if you knew of the defect at the time of the conclusion of the contract or should have known of the defect at the time of the conclusion of the contract.

You must be presumed, within one year after performance, to have had the defect which you have discovered at the time of performance, unless this presumption is incompatible with the nature of the thing 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 is on the Service Provider.

The Service Provider is in default if the defect in the goods is due to improper installation, provided that the installation is part of the contract of sale and was carried out by the Service Provider or under the Service Provider's responsibility, or that the installation was carried out by you and the improper installation was made available by the Service Provider.

is the result of shortcomings in the instructions for placing in service issued.

If, according to the contract of sale, the goods are put into service by the Service Provider or if the putting into service is carried out under the responsibility of the Service Provider, performance shall be deemed to be completed by the Service Provider when the putting into service is completed.

### **3. Accessories warranty**

In the event of defective performance by the Service Provider, you may assert a claim for warranty against the Service Provider in accordance with the provisions of the Civil Code and Government Decree 373/2021 (30.VI.).

You may, at your option, make the following warranty claims: You may request repair or replacement, unless the remedy of your choice is impossible or would impose disproportionate additional costs on the Service Provider compared to any other remedy. In determining whether there is a disproportionate extra cost, the Supplier must take into account all the circumstances, including the value of the service in its faultless state and the seriousness of the breach of contract. If the Service Provider has not undertaken to repair or replace the goods, or cannot fulfil this obligation within a reasonable period of time having regard to the characteristics of the goods and their intended use, or if you no longer have an interest in repair or replacement, you may request a proportionate reduction in the price or withdraw from the contract, but you may not repair the defect yourself or have it repaired by another person at the Service Provider's expense.

You are also entitled to claim a proportionate reduction of the consideration or termination of the contract of sale, depending on the seriousness of the breach, 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 conform to the contract, or it is clear from the circumstances that the Service Provider will not make the goods conform to the contract within a reasonable time or without significant detriment to you.

The delivery of the consideration is proportionate if it is equal to the difference between the value of the goods you are entitled to receive in case of contractual performance and the value of the goods you actually receive.

Your right to terminate the contract of sale may be exercised by sending a declaration of termination to the Service Provider.

If the non-conformity 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, you may terminate the sales contract only in respect of the non-conforming goods, but you may also terminate it in respect of any other goods acquired with them if you cannot reasonably be expected to keep only the goods that conform to the contract.

If you wish to terminate the contract of sale on the grounds of defective performance, the burden of proving that the defect is insignificant shall be on the Service Provider.

You are entitled to withhold 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 the performance and the defective performance.

You may switch from one warranty right to another, but you will bear the cost of the switch, unless it was justified or the Service Provider gave a reason for it.

You must notify us of the defect as soon as you discover it, but no later than two months after the defect is discovered. In the case of a contract between a consumer and a business, a defect communicated within two months of the discovery of the defect shall be deemed to have been communicated without delay. The person entitled shall be liable for any damage resulting from the delay in notification. However, the Service Provider draws your attention to the fact that you may no longer enforce your rights to claim for damages beyond the two-year limitation period from the date of performance of the contract. For second-hand goods, this period is one year.

Within one year from the date of performance, you can claim for a replacement warranty on the basis of the defect, provided that you prove that the product was provided by the Service Provider. However, after one year from the date of performance, you will have the burden of proving that the defect which you have discovered existed at the time of performance.

The Service Provider must repair or replace the goods within a reasonable period of time, taking into account the characteristics of the goods and their intended use. The reasonable time limit shall be calculated from the date on which you notify the Supplier of the defect.

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

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

If you terminate the sales contract in whole or in part in respect of goods supplied under the sales contract, you must return the goods concerned to the Supplier at the Supplier's expense and the Supplier must reimburse you immediately for the purchase price paid for the goods concerned once you have received the goods or the certificate of return.

#### **4. Product Warranty**

In the event of a defect in a movable item (product), you may, at your option, exercise your right under point 3 or claim under the product warranty.

As a product warranty claim, you can only ask for the defective product to be repaired or replaced.

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.

You have two years from the date on which the product was placed on the market by the manufacturer to make a product warranty claim. After this period, you lose this right.

You can only exercise your right to claim under a product warranty against the manufacturer or distributor of the movable item. You must prove that the product is defective in order to make a product warranty claim.

The manufacturer (distributor) is only exempted from the product warranty obligation if he can prove that:

- the product was not manufactured or placed on the market in the course of his business, or
- the defect was not detectable according to the state of science and technology at the time of placing on the market, or
- the defect in the product results from the application of a legal or regulatory provision.

The manufacturer (distributor) only needs to prove one reason for exemption.

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

## **5. Good standing**

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

## **6. Right of withdrawal without giving reasons**

If you order a product, you have the right to withdraw from the contract within 14 days without giving any reason.

The withdrawal period:

- a) for a contract for the sale of goods: expires 14 days after the day on which you or a third party other than the carrier and indicated by you take delivery of the goods;
- b) for the supply of several goods: expires 14 days after the day on which you or a third party other than the carrier and indicated by you take delivery of the last goods;
- c) for the supply of goods consisting of several lots or items: the day on which you or a third party other than the carrier and indicated by you takes delivery of the last lot or piece;
- d) and in the case of a), b) and c), the User may exercise his right of withdrawal during the period between the day of conclusion of the contract and the day of delivery of the product.

You can give notice of withdrawal in any way, either orally or in writing.

**If you wish to exercise your right of withdrawal, you must send or notify us a clear statement of your intention to withdraw to one of the following contact details:**

POLCZ FOOD Kft.

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

E-mail: support@polczfood.com

**For this purpose, you can also use the model withdrawal notice that you can download from the link below:**

► [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)

Addressee: 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:

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You exercise your right of withdrawal within the time limit if you send your written notice of withdrawal before the expiry of the time limit indicated above or give oral notice on the last day of the time limit. The burden of proof that you have

exercised your right of withdrawal in the manner and within the time limits set out herein lies with you.

The exercise of the right of withdrawal does not exclude the use of the opened packaging and the use necessary to establish the nature, characteristics and functioning of the product.

### **Legal effects of withdrawal**

If you withdraw from this contract, we will reimburse you immediately, but no later than 14 days after receipt of your notice of withdrawal, for all consideration paid by you, including the cost of carriage (excluding any additional costs incurred because you have chosen a mode of carriage other than the cheapest standard mode of carriage offered by us.) We will use the same method of payment as the original transaction unless you expressly agree to a different method of payment; you will not incur any additional costs as a result of using this method of payment. We may withhold a refund until we have received the product or you have provided proof that you have returned it, whichever is the earlier.

You must return or hand over the product to us without undue delay and at the latest within 14 days of the date of your notice of withdrawal. The deadline is deemed to have been met if you send the product before the 14-day deadline has expired.

You can only be held liable for depreciation of a product if it is due to use beyond the use necessary to establish the nature, characteristics and functioning of the product.

**You are responsible for arranging the return of the product and the cost of returning it.** You can also return the product in person, after making an appointment with Customer Service.

After acceptance of the withdrawal and return of the goods, settlement will be made within 14 days of receipt of the withdrawal notice at the latest. In the event of withdrawal, we will refund you the purchase price of the withdrawn product and the delivery costs.

### **Exceptions to the right of withdrawal:**

Pursuant to Article 29 (1) of Government Decree 45/2014 (26.II.), the consumer may not exercise his right of withdrawal:

- in the case of a product which is not a prefabricated product, which has been manufactured on the instructions or at the express request of the consumer, or a product which is clearly personalised for the consumer;

- for goods in sealed packaging which, for health or hygiene reasons, cannot be returned after opening after delivery;
- perishable goods or goods that will remain in good condition for a short period of time.

## **7. Complaints, dispute resolution forums**

Below, you will find information on the possibilities for complaints and dispute settlement, quoting the relevant provisions of the general terms and conditions.

- 7.1. 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.**

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

Phone: +36 30 655 9795 (in English)

E-mail: 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 provide the User with a unique identification number for complaints 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.

## 7.2. 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: 3525 Miskolc, Szentpáli u. 1.

Postal address: 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, 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.

- 7.3. 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.

- 7.4. 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: 3300 Eger, Kossuth L. u. 9.

Postal address: 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>

#### 7.5. 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 pay compensation, to correct the infringement or even to reduce the price.

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 which 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/fogyeszsegek/>

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](#).

#### 7.6. Supervision related to data management

The User may exercise his or her rights before a court of law, and may also apply to the National Authority for Data Protection and Freedom of Information:

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

Address: 1055 Budapest, Falk Miksa utca 9-11.

Postal address: 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)