

## GENERAL TERMS AND CONDITIONS

### **General Terms and Conditions and pre-contractual consumer information on the Csodalámpa Foundation's web shop ([www.csodalampa.hu](http://www.csodalampa.hu))**

Before making a purchase, please read the following terms and conditions carefully.

#### **1. Ordering and shipping**

##### 1.1 Order, confirmation, and payment terms

1.1.1. On the [www.csodalampa.hu](http://www.csodalampa.hu) website you, as a customer ("Customer"), can purchase exclusive Csodalámpa Christmas postcards with envelopes ("Postcards") and other products distributed on the web shop (hereinafter jointly referred to as "Products" and separately as "Product") that were given to Csodalámpa Foundation as aid, with the following conditions:

1.1.2. The price of the Products is displayed under the picture of the Product.

1.1.3. By making an online purchase on the [www.csodalampa.hu](http://www.csodalampa.hu) website the Customer accepts these Terms and Conditions and acknowledges that is aware of the process of ordering and purchasing.

1.1.4. The Customer acknowledges that in order to fulfil the order, Csodalámpa Foundation processes the following personal data provided during the order :

- Customer's name;
- Customer's username;
- Shipping address;
- Customer's email address;
- Customer's (mobile) phone number.

1.1.5. By submitting the purchase order, the Customer confirms that the personal data provided is accurate.

1.1.6. Csodalámpa Foundation will send an automated email to the email address provided by the Customer confirming the acceptance of the order ("Order Confirmation").

1.1.7. The minimum order, unless specified otherwise, is 1 piece of Product, except for Postcards, where the minimum order is 25 pieces of the same design from a given type of card ("Minimum Order") which can be multiplied. We cannot fulfil orders that do not meet the Minimum Order requirement, nor do these orders count as valid orders, thus Customer will not receive an Order Confirmation. Different types of Postcards and other Products can be ordered together if the number of items for each type corresponds to the Minimum Order requirement, or its multiple.

1.1.8. The Customer shall pay the price of the Products either at the time of placing the order by bank card or within 5 working days of receiving the Order Confirmation by bank transfer to the following bank account:

**Csodalámpa Foundation**  
**UniCreditbank**  
**10918001-00000015-99050010**

If the amount is not received within 7 working days of the Order Confirmation to the bank account of Csodalámpa Foundation provided above , the Customer's order will be cancelled, therefore we will not be able to fulfil the order. The Customer will be notified about the cancellation of the order via electronic mail, which also constitutes a statement of withdrawal from the contract; therefore, it terminates the Product purchase contract between the Customer and Csodalámpa Foundation.

1.1.9. The Product purchase contract does not constitute a written contract; Csodalámpa Foundation does not file these contracts. The official language of the contract is Hungarian.

#### **1.2. Shipping and delivery:**

##### 1.2.1. Courier Service:

1.2.1.1. Orders are shipped by MPL (Hungarian Mail Service Logistics) to the address specified by the Customer within 10 days of the transfer of the Product's price as stated in point 1.1.7. above. It is advisable to provide a shipping address where the Customer can be reached between 8.00-17.00. If the first delivery attempt is unsuccessful, a second delivery will be attempted the following day. If the second attempt is also unsuccessful, the order will be available for pick-up at the post office located the nearest to the Customer. Depending on the quantity of the order, the Customer will receive the Product either as registered mail or package.

1.2.1.2. **The prices do not contain shipping fee**, thus further fee can be charged for shipping within the territory of Hungary.

If the delivery address is outside of Hungary, a shipping fee will be added to the order, depending on the location of the shipping address. The Customer will be informed about the shipping fee in the Order Confirmation.

Upon receipt of the order, the Customer is obliged to examine the quality and quantity of the Product without undue delay. We will not be able to accept any deficiency complaints thereafter.

## **2. Right of withdrawal**

2.1. The Customer has a right to withdraw from the purchase contract concluded with Csodalámpa Foundation in accordance with Government Decree no. 45/2014. (II. 26.) on the detailed rules of contracts between consumer and business, as follows:

The Customer has the right to withdraw from the contract without justification within 14 days.

The deadline for withdrawal expires

- after 14 days from the date on which the Product is received by the Customer or a third party other than the carrier designated by the Customer; or
- in case of purchasing multiple Products, after 14 days from the date on which the Customer or a third party other than the carrier designated by the Customer receives the last Product.

2.2. If the Customer intends to withdraw from the contract, an unambiguous statement of this intention shall be sent to Csodalámpa Foundation via electronic mail, or mail to the following address: 1125 Budapest Alsó-svábhegyi út 11.

For this purpose, the Customer may use the following Sample Withdrawal Form:

Sample Withdrawal Form  
(to be sent back only in case of intention of withdrawal with the data filled in)

I, the undersigned (Consumer's name) hereby declare that I exercise my right of withdrawal in respect of the contract of sale of following products:

- Date of conclusion of the contract/Date of delivery:
- Consumer's name:
- Consumer's address:
- Consumer's signature (only in case of a declaration made on paper)
- Consumer's bank account number to which the refund shall be made:

Date

Signature

2.3. The Customer exercises its right of withdrawal within the deadline if he/she sends a withdrawal statement before the deadline specified above expires.

2.4. Legal effects of the withdrawal. If the Customer exercises its right of withdrawal, we will refund all payments received from the Customer, including shipping costs, without undue delay but in any event no later than 14 days after the date on which we received the statement of withdrawal. Refunds will be made in the original method of payment used by the Customer (meaning that in case of cash payments we will refund the payments in cash, in all other cases we will transfer the amount to the bank account that was used for the payment or was specified in the statement of withdrawal) unless the Customer expressly consents to the use of another method of payment. The Customer is obliged to return or hand over the Products affected by the withdrawal without undue delay but no later than 14 days after the date of notification of its statement of withdrawal. The deadline is considered to be met if the Customer sends back the Product before the expiry of the 14-days deadline. Refunds may be withheld until we have received the Products ordered by the Customer or the Customer has confirmed that they have been returned: the earlier of the two dates shall be taken into

*The direct costs of returning the Products shall be borne by the Customer.*

### **3. Data Protection Policy**

Click here to access [The data protection policy of Csodalámpa Foundation](#)

### **4. Complaints, reorder**

4.1 Any problems concerning shipping and delivery can be reported in writing to Csodalámpa Foundation at the contact details indicated in section 6. Csodalámpa Foundation will investigate the complaint and will take substantive measures within 5 working days of the indication thereof, on which the Customer will be notified.

4.2 Reorder: The available stock of each Product is limited, and can be ordered while the stocks last. The available stock for the given Product is indicated in the web shop.

For technical reasons, reorders shall be placed as a new order on the web shop, together with all the necessary data.

#### **4.3. Conciliation Board**

Concerning product quality, safety, and product liability issues, as well as the quality of the service and the conclusion and performance of the contract between the parties, the Customer may turn to the Conciliation Board for an out of court resolution of the dispute. At the request of the Customer, the Conciliation Board shall advise them on the rights and obligations of the Customer. The Conciliation Board is an independent body, operating alongside the Chambers of Commerce of each county and the capital.

The competent local conciliation body on the basis of the seat of Csodalámpa Foundation is:

Budapest Conciliation Board  
1016 Budapest, Krisztina krt. 99. III. em. 310.  
Mailing address: 1253 Budapest, Pf.: 10.

#### **4.4. Consumer Protection Authority**

The address of the competent Consumer Protection Authority on the basis of the seat of the Csodalámpa Foundation:

Government Agency of District XII.  
1126 Budapest, Kiss János altábornagy utca 31-33/A.

#### **Liability for material defects**

In the event of the defective performance of the Csodalámpa Foundation, the Customer may assert a warranty claim against Csodalámpa Foundation in accordance with the rules of the Civil Code.

The Customer may, at its option, use the following warranty claims:

Repair or replacement, unless it is impossible to meet the option chosen, or it would entail a disproportionate additional cost for the Csodalámpa Foundation compared to the fulfilment of the other options. If the Customer did not or could not request repair or replacement, they can request a proportionate reduction of the price or the defect may be repaired or have it repaired by the Customer at the expense of the Csodalámpa Foundation. Finally, the Customer can withdraw from the contract. The Customer can transfer from one option to another; however, the cost of such transfer shall be borne by the Customer, unless it was justified, or the Csodalámpa Foundation gave a reason for it.

The Customer is obliged to report the defect immediately after its discovery, but not later than within two months from the discovery thereof. Please note that beyond the limitation period of two years from the performance of the contract, you can no longer enforce a warranty claim.

Within six months after performance, there are no conditions other than the notification of the defect to enforce the warranty claim, if the Customer certifies that the Product was provided by Csodalámpa Foundation. However, after six months following the performance, the Customer is obliged to prove that the defect recognized by the Customer already existed at the time of performance.

### **Product liability**

In the event of a defect in the Product, you may - at your option - assert your warranty claim specified in the section above ("Liability for material defects").

Within the scope of product liability, you may only request the repair or the replacement of the defective product. A Product is considered defective if it does not meet the quality requirements in force at the time of placing on the market, or if it does not have the characteristics specified by the manufacturer. You can assert your product liability claim within 2 years from the time the Product was placed on the market by the manufacturer. Upon expiry of this period, no claims can be brought forth, in this respect.

You can only exercise your right relating to product liability against the manufacturer or the distributor of the movable item. In case of product liability claims, you are required to prove the defect of the Product.

The manufacturer (distributor) shall only be released of their product liability obligation if they can prove that:

- the Product was not produced or placed on the market within their business activity, or
- at the time when the Product was placed on the market, the defect could not be discovered due to the state of the art at
- the defect of the Product is a result of administering any statute or official specification.

For exemption, it is sufficient if the manufacturer (distributor) proves only one reason.

Please note that due to same defect, you cannot claim liability for material defect and product liability at the same time, in parallel. However, in case a warranty claim is successfully validated, you will be entitled to validate a product liability claim against the manufacturer in respect of the replaced product or the repaired part.

### **6. Data of the operator of the webshop:**

Name: Csodalámpa Foundation

Address: 1125 Budapest Alsó-svábhegyi út 11.

Mailing address: 1453 Budapest 92., Pf. 5.

Tax number: 18248670-1-43

Bank account: 10918001-00000015-99050010

e-mail: [info@csodalampa.hu](mailto:info@csodalampa.hu)  
Phone: +36 1 327-0910

Registration Authority: Budapest Capital Regional Court  
Decision number: 16. Pk.60549/2003/2.  
Registration number: 01-01-0008929

Hosting provider: Hetzner Online GmbH.  
e-mail: [info@hetzner.com](mailto:info@hetzner.com)  
Industriestr. 25  
91710 Gunzenhausen  
Deutschland

<http://www.hetzner.com>