

Consumer Terms and Conditions

Effective: from 5 January 2023 until revoked

I. Introductory provisions, definitions

1.1. The present Consumer Terms and Conditions of Use (hereinafter referred to as the "**GTC**") are issued by Pepita Group Zrt. (registered office: 5520 Szeghalom, land parcel no. 2916/58.; company registration number: 04-10-001650; registering and registering company court: Gyula General Court; tax number: 27124253-2-04; e-mail: help@pepita.com; postal address of its business: 5520 Szeghalom, land parcel no. 2916/58.)

1.2. The Service Provider is not subject to any code of conduct, so there is no code of conduct in relation to the Pepita.com webshop, the Pepita.com Service, in accordance with the Act on the Prohibition of Unfair Commercial Practices against Consumers, and therefore no copy of the code of conduct may be requested from the Service Provider.

1.3. Concepts

1.3.1. **Service provider:** the Pepita Group Zrt

1.3.2. **User:** any visitor to the Pepita.com website who accesses the content of the Pepita.com website or anyone who uses any of the services of the Pepita.com Service (as detailed in sections II and III). The Pepita.com Services, including the registration of a personal account on the Pepita.com website, may only be used by Users over the age of 18, and the Service Provider is entitled to ask the User to prove his/her age.

1.3.3. **Customer:** a User placing an order on the Pepita.com website.

1.3.4. **Consumer:** a natural person User or Buyer within the meaning of Article 2 a) of Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers (hereinafter: Fttv.) acting for purposes outside his/her independent occupation and economic activity, who buys, orders, receives, uses, makes use of goods or is the recipient of commercial communication or offer related to goods.

1.3.5. **Partner:** a third party (hereinafter referred to as **Partner**) who publishes an offer for the sale of a product/service on the Pepita.com website within the framework of the Pepita.com Service. By registering in the Pepita.com webshop, Partners declare that they qualify as a trader pursuant to Section 7 (5) f) of the Fttv. and that they qualify as an undertaking pursuant to Section 11/A b) of Government Decree No. 45/2014 on the detailed rules of contracts between consumers and undertakings (hereinafter referred to as Decree No. 45/2014). Partners offer their products advertised in the Pepita.com webshop for sale as a trade within the meaning of the Fttv. and as an undertaking within the meaning of Government Regulation No. 45/2014.

- 1.3.6. **User account:** the User can create his/her own User account by registering on the Pepita.com website, by entering his/her first name, e-mail address and password. If the User places an order on the Pepita.com website without using a User Account, the data provided during the ordering process will be used to create a User Account with a pending status, which can be finalised by clicking on the link sent to the e-mail address provided by the User. The User Account contains the data and information provided by the User during and after registration and when placing the order(s), as well as the order details (date of order, name and price of the product ordered, delivery cost, amount to be paid by the Customer).
- 1.3.7. **Shopping Cart:** the part of the Pepita.com website, or the User Account if a User has created a User Account, where the User can place the products and services he/she wishes to purchase. The products/services are not yet ordered or purchased as a result of the basket placement.
- 1.3.8. **Product:** any goods displayed and available for viewing on the Pepita.com website and offered for sale, for which the User may place an order on the Pepita.com website.
- 1.3.9. **Order: to the** User of Pepita.com website for one or more products, which the Service Provider or its Partner accepts or rejects in the confirmation sent by e-mail; the Customer is entitled to modify or cancel his order, i.e. to withdraw from it in whole or in part, during the period between the sending of his order and its fulfilment, which he must notify to the Service Provider until the order is fulfilled, even if he wishes to modify the order placed for the product of the Service Provider's Partner.
- 1.3.10. **Contract: a contract** between the Service Provider/Partner and the Customer for the sale or purchase of products available on the Pepita.com website, as set out in these GTC, concluded electronically without the simultaneous physical presence of the Service Provider/Partner and the Customer, which is concluded and comes into force upon receipt by the User of the confirmation sent by the Service Provider to the User's e-mail address of the successful order, i.e. the conclusion of the contract between the Service Provider/Partner and the User.
- 1.3.11. **Registration:** during the registration process, the User is redirected to the "Login" interface by clicking on the "Login" button on the top right of the desktop computer, where he/she can click on the "Register" button to complete the registration and create a user account by entering the desired login e-mail address, first name and password. The User may also register by entering his/her login details for the facebook.com or google.hu website, in which case he/she will register with the facebook or google details (e-mail address/phone number, password). At the same time, the User accepts the provisions of these Terms and Conditions by clicking on the corresponding icon, without which the registration interface of the website will not allow further access. After the User has initiated his registration, a confirmation e-mail will be sent to the User, in which he will be able to confirm and finalise his registration by clicking on the link provided. The User has the right to delete his/her registered account at any time by clicking on the

"Delete profile" button under the "My details" menu. When registering or providing data, the User is obliged to provide accurate information and is responsible for ensuring that the information provided is accurate, timely and complete. In the event of breach of this obligation, the Service Provider is entitled to restrict access to the User's account or to exclude the User from using the account. The Service Provider is also entitled to exclude the User from using his/her account or restrict his/her access to it if the User misuses his/her account or the Pepita.com Service or violates any provision of the GTC or the law.

- 1.3.12. **Login:** after registration, the User is redirected to the "Login" interface by clicking on the "Login" button, where he/she can enter his/her User account by entering the previously registered data. The User will be able to enter the following mandatory data in order to place an order in the Pepita.com online store: e-mail address, first name, last name, telephone number, delivery address (message to courier), billing address (if different from the delivery address) and preferred payment method. The User is not obliged to provide a message to the courier or to record any other comments related to his/her orders.

II. Key features and elements of the Pepita.com Service

- 2.1. The purpose of the Pepita.com Service on the Pepita.com website is to collect offers for the sale of products/services (hereinafter referred to as "**Product**") of the Service Provider and its contracted Partners, to inform Users, to operate a product search service, to forward Users' orders to Partners, to provide a platform for Users to express their opinions, and to sell Products advertised by the Service Provider. The Service Provider provides the above elements of the Pepita.com Service to the Users free of charge.
- 2.2. The Service Provider informs the Users that there is a long-term agency relationship between the Service Provider and the Partner, according to which the Service Provider may conclude contracts on behalf of the Partner and receive money on behalf of the Partner on the basis of the Partner's authorization and power of attorney.

For each Product that can be ordered through the Pepita.com Service, the Product distributor, i.e. the company that distributes the Product directly to the consumer, appears on the data sheet at the end of the product description and on the "Order" page of the User's shopping cart. If the distributor of the Product is a Service Provider, the Product can be ordered from the Service Provider, and if a different company name is listed as the distributor, the Product can be ordered from a registered Partner of the Service Provider within the Pepita.com Service. If the Product is distributed by a Partner, the Partner's company name, postal address and identification data (hereinafter referred to as "**Partner Data**") will be displayed on a separate page when clicking on the Partner's name for the User's information.

The information on the Product data sheet, i.e. the possible content and conditions of the product/service, is always determined by the Service Provider or the Partner selling the Product. The Service Provider shall not be liable for the deficiencies of the data sheet specified by the Partner, or for the Partner's business conduct, for offers and invitations published by the Partner on the Pepita.com website, for contracts concluded between the User and the Partner

through the Pepita.com webshop, for the quality and control of the Partner's Products, and the Service Provider expressly excludes its liability, which the User acknowledges by accepting these GTC.

Partners are responsible for providing the information on consumer rights required by Government Regulation 45/2014 on their product data sheet on the Pepita.com website, in advertisements or in their feedback to the User who is a consumer. Users who are consumers may enforce their consumer rights in relation to the Product against the Distributor Partner as a business indicated on the Product's data sheet.

- 2.3. The operation and operation of the Pepita.com Service qualifies as an intermediary service under the provisions of Act CVIII of 2001 on certain issues of electronic commerce services and information society services (hereinafter: **the "Act on Electronic Commerce Services"**), as follows: (i) it provides hosting services for its Partners' advertisements pursuant to Article 2(Ic) of the Act on Electronic Commerce Services; (ii) it provides search services for Users pursuant to Article 2(Id) of the Act on Electronic Commerce Services. The Service Provider is entitled, but not obliged, to monitor the content published or made available by Users and Partners using the Pepita.com Service, and the Service Provider is entitled, but not obliged, to search for indications of illegal activities with regard to the information published using the Pepita.com Service.
- 2.4. The Service Provider reserves the right to modify or discontinue any element of the Pepita.com Service at any time without prior notice, to change its appearance, content, operation, to place advertisements, to present its own services or other content.
- 2.5. In connection with the use of the Pepita.com Services, Users, including consumers, are under no obligation to pay or provide a deposit or other financial security to the Service Provider or the Partners upon request.
- 2.6. The Pepita.com website and the Pepita.com Services available on it can be accessed by Users using an internet browser.

III. The services and the conditions for their provision

3.1. Selection of Products

In the menu bar of the main page of the Pepita.com website, you can find the Products in the menu bar of the buttons, divided into categories, where you can narrow down your search according to different properties and characteristics to select the most suitable Product. For the convenience of the User, the list of the Products he/she has recently viewed can be viewed on the Site even without registration, provided that he/she does not disable the use of cookies. The Service Provider's information on cookies is available at the following link:

<https://pepita.com/de/verwendung-von-cookies#ref>

3.2. Product data sheet

Users can obtain information on the essential characteristics of a Product from the Product data sheet, i.e. the Product page viewed, by looking at the photographs of the Product and the Product description. The Product datasheet only contains the essential characteristics, therefore the instructions for use of the Product provide detailed information on the actual characteristics of the Product to the User who orders the Product. The photographs on the Product data sheet are illustrations only and not of the actual Product ordered.

3.3. Adding products to your "Cart"

By going to the Product subpage on the Pepita.com website and clicking on the "Add to Cart" button, the User can add the Products he/she wishes to purchase to the shopping cart. The User can view the Products he/she has selected for purchase by clicking on the shopping basket icon in the top right-hand corner. In this function, you can also change your list, delete products, check quantities and modify them if necessary. In this menu, the User can see the Products in his basket in itemised form, with the purchase price indicated (gross price indicated / net price + VAT). The User can only see the price of the Products here, the "Total" price does not include delivery costs. You then have 2 choices, either "Continue Shopping" or click on the "Buy" button to enter your details or, if previously saved, to approve your details (Name, email address, phone number, shipping and billing address).

3.4. Ordering products

3.4.1. After viewing the contents of the shopping cart, if the User does not wish to continue shopping, he/she clicks on the "Buy" button to enter his/her details, then selects the delivery method and payment method (the cost of these services is also indicated in gross price), and then clicks on the "Order" button to finalize the order, on the basis of which, with the contents set out in the order and in accordance with the terms of these GTC, an electronic contract is concluded for the Product ordered between the Service Provider or the Partner advertising the Product, on the one hand, and the User or Customer ordering the Product, on the other hand.

3.4.2. By finalizing the order, the Customer undertakes to pay the Service Provider/Partner the actual sales price and delivery fee of the ordered Product in the manner indicated by the Customer, in the event of non-payment of which the Service Provider and the Partner shall be entitled to refuse delivery of the Product.

3.4.3. The User who finalises the order and sends it to the Service Provider pursuant to Section 3.4.1 above is responsible for the accuracy of the order data, therefore the Service Provider and/or the Partner shall not be liable for any delay or failure of delivery due to inaccurate data. The User can find out about the availability and the price of the Product on the Pepita.com website before ordering the Product. When entering the data required to place an order, the fields marked with an asterisk are mandatory, without which no order can be

placed and no purchase can be initiated. In the absence of registration, the User may only place an order with an e-mail address that has not been previously registered, i.e. the e-mail address provided is available.

3.4.4. The Product ordered but not accepted by the User may be re-delivered only if the User notifies the Service Provider's customer service of his/her request to this effect at the email address specified in clause 9.1 of these GTC, and, after the Service Provider's acceptance of the request, pays the selling price and delivery costs of the ordered Product to the Service Provider in advance by bank transfer, in which case a new contract for the re-delivery of the ordered Product is concluded between the Service Provider/Partner on the one hand and the User on the other hand. If the Customer has paid the price of the Product(s) requested to be re-delivered in advance, the User shall only be obliged to pay the Service Provider/Partner the re-delivery fee in the event of the Service Provider/Partner accepting the re-delivery.

3.4.5. Placing, processing and confirming the order

The order date is the date on which the goods are ordered through the Pepita.com Service by clicking on the "Order" button. Subsequently, the system will send an automatic confirmation of the receipt of the order to the e-mail address provided by the User, it being understood that the automatic system message sent to the Customer by email after the order has been placed is indicative and does not constitute confirmation of the order by the Service Provider. If the confirmation is not received within 48 hours from the date of sending, the User shall be discharged from its contractual obligations. The order and its confirmation shall be deemed to have been received by the User or the Service Provider at the time when it is made available to him. The Service Provider shall also send the User a confirmation of the success of the order, i.e. the conclusion of the contract between the Service Provider/Partner and the User. If the confirmation of the success of the order, i.e. of the conclusion of the contract between the Service Provider/Partner and the User, is not received by the User within 48 hours of the receipt of the order by the Service Provider, the User shall be released from its contractual obligations. The Partner, upon delivery of the parcel to the courier service, will again send an e-mail to the User informing him of the status of the parcel.

3.4.6. Establishment, duration and termination of the Contract

The contract between the Service Provider/Partner and the Customer for the purchase/sales of the ordered Products/Services shall be concluded and enter into force upon receipt by the User of the confirmation sent by the Service Provider to the User's email address on the successful completion of the order and the conclusion of the contract between the Service Provider/Partner and the User.

The Contract for the ordered Product is concluded between the Service Provider/Partner and the User for a limited period of time, the deadline for which is the expected delivery time specified on the Product data sheet. In no case shall the Contract be converted into a contract of indefinite duration.

The Contract shall be terminated in the following cases:

- a.) if the User pays the price of the delivered Product, takes delivery of the Product and does not exercise the right of withdrawal or termination provided by law, b.) with withdrawal,
- c.) with notice,
- d.) if the delivered Product is not accepted by the User, but the User pays the amounts specified in these GTC to the Service Provider in connection with the delivery or return of the Product.

3.4.7. Ownership of the Product shall pass to the User upon full payment of the consideration for the Product and receipt of the Product by the User.

3.4.8. In the case of alcoholic beverages, the law may limit the commercial quantity that can be sold, so the Partner or the Service Provider will only fulfil orders placed for the quantity corresponding to this limitation.

3.4.9. If, due to an IT, administrative or any other error, the Product's data sheet does not indicate the real price of the Product, but an unrealistically low or unrealistically high price compared to the market price of the Product, and the User places an order for this Product, the Service Provider/Partner shall invalidate the offer, which the Service Provider shall inform the Customer of in the confirmation of the failure of the order. In such a case, the Service Provider or the Partner shall be entitled to refuse to perform the contract, being obliged to inform the User of the original price of the Product and to give the User the opportunity to order it at the original price.

3.4.10. If the Customer pays for the ordered Product by online payment by credit card, but the financial institution issuing the credit card refuses to complete the transaction, the Service Provider is entitled to cancel the order. The Service Provider shall also be entitled to cancel the order if the Customer provides false data, the data provided are incomplete or otherwise do not allow the order to be fulfilled, or if the Customer violates any provision of these GTC or the law when ordering the Product.

3.4.11. The Service Provider has the right to restrict a User from placing an order for a Product if the User's activity endangers the operation of the Pepita.com webshop or the Pepita.com Services, or if the User has caused damage or harm to the Service Provider or any of its Partners by his/her activity on the Pepita.com website, or if there is a risk of such damage or harm.

3.4.12. Technical possibility to correct data entry errors

The usual way to correct data entry errors is to use the keyboard before pressing the "Order" button. Also before pressing the "Order" button, it is possible to modify the contents of the basket, add a new item, delete an existing item. After pressing the "Order" button, the data will be processed, no further corrections can be made by the User! If you

have made a mistake during data entry after pressing the "Order" button, please contact the Customer Service at the following contact details:

Customer service opening hours: working days 08:00 - 18:00

E-mail address: help@pepita.com

The data provided during registration can be modified after login under "My data".

3.5. Submit product data sheet

Any User may recommend the Product Data Sheet on the Pepita.com website to a person known to him/her by using the icons ("Share on Facebook" or "Send on Messenger") located in the upper third of the relevant sub-page. Once an automated mechanism has been entered by the recipient, an email containing the URL of the Product in question will be sent to the recipient as contact details. The User undertakes that the content of the letter, which he/she may freely edit, will not infringe the rights or legitimate interests of the Service Provider or any third party and that he/she will not use the Service to send SPAM, i.e. unsolicited electronic messages. If this point is violated, the User shall be liable to the Service Provider for damages.

3.6. Newsletter

The User can subscribe to receive the newsletter. The subscription is made by filling in the form with the User's real data (name, e-mail address). The newsletter always contains advertising. Unsubscribing from the newsletter is possible by clicking on the link at the bottom of the newsletter, by using the "Unsubscribe" submenu at the bottom of Pepita.com, or by sending an e-mail or postal letter to the Service Provider.

3.7. Opinion

3.7.1. Within the framework of the Pepita.com Service, Users and Buyers may, within the framework of these GTC, publish opinions, reviews and content (hereinafter collectively referred to as "**User Content**") on Pepita.com in relation to the Products they have previously purchased, as determined by the Service Provider.

3.7.2. The User undertakes to comply with the detailed rules applicable to the User Content, which are set out in the Content Policy (Annex 1), which is part of these GTC. By sharing User Content through Pepita.com, the User expressly accepts the Content Policy (Annex 1), together with the provisions of these GTC. Please read the document carefully! The Service Provider will only monitor User Content if its content is brought to its attention. In such a case, the Service Provider will consider all the circumstances of the case on the basis of the information available to it and will be free to decide whether to remove the User Content.

3.7.3. User Content may be used by the Service Provider, in whole or in part or in modified form, for advertising or any other purpose. The Service Provider shall mark the reviews on the

Pepita.com website that come from Customers or Users who have actually purchased the product with the words "verified purchase".

3.8. Customer service

The Service Provider expects its Partners to provide Users with a high quality of service, to be polite and helpful in all communications with Users, and to ensure that the information displayed by the Partner on the Site is accurate. If you have any comments or questions about the Service, including questions arising after the sale of the Product, please contact our customer service at the contact details set out in clause 9.1 of these GTC.

IV. Prices

4.1. The prices indicated in the Pepita.com webshop in relation to the Products are gross prices and include VAT and other public charges payable on the sale of the Product (e.g. excise duty in the case of spirits, environmental product charge in the case of Products subject to environmental product charge). The User may obtain information on the prices of the Products on the Pepita.com website before ordering the relevant Product.

4.2. The User shall pay a delivery fee for the delivery of the Product to the Service Provider or Partner at the same time as the actual sales price is paid. The gross amount of the delivery charge, i.e. the amount plus tax payable, shall be indicated on the "Order" page when the Product is ordered. On the "Order" page, under the price of the Product and the delivery charge, the total amount that the User must actually pay for the Product purchased and for its delivery is indicated as "Total".

4.3. In the Pepita.com webshop, in addition to the actual selling price paid for the Product, the following prices are also indicated to Users:

4.3.1. **Original price:** the original price is the lowest price applied to the product by the Pepita.com online store during the 30-day period preceding the price reduction. If the product has been on sale for less than 30 days, the original price is the lowest price applied by the online store during a period that cannot be less than 15 days prior to the application of the price reduction. Where a price reduction is applied, the original price shall be displayed as a strikethrough price and the discounted price (hereinafter referred to as the 'discounted price') shall be highlighted, with the difference between the original price and the discounted price being expressed as a percentage. If the price reduction is progressively increased, the original price is the price before the first application of the price reduction, without the price reduction. If no price reduction is applied to the product, the original price, i.e. the actual selling price of the product, will be displayed on the website.

4.4. There is no charge for the use of the remote communication device used for the conclusion of the contract for the Pepita.com Service.

- 4.5. None of the Products offered in the Pepita.com online store are considered to be tailored to the consumer on the basis of automated decision-making.

V. Payment

- 5.1. The Customer may choose to pay the price of the Product(s) to be delivered or the delivery fee in one of the following ways:

5.1.1. By bank transfer, in such a way that the User will receive a confirmation e-mail from the Service Provider in the order process after the successful order, which will contain the transfer and delivery information. The account number is different for the Service Provider and for each Partner, so the User can always start the transfer with the details and the notice included in the confirmation of his current order.

5.1.2. Online payment by credit card through the Stripe system, with the possibility for the User to use the "OneClick" payment service as a convenience service when choosing this payment method, as follows.

"OneClick" payment is a payment service provided by the payment processing service provider integrated into the Pepita.com website, which allows the User to pay with one click after saving his/her credit card (credit card registration). The "OneClick" payment method can only be set up by creating a User account in one of the following two modes. On the one hand, the User has the possibility to save his/her bank card in his/her User account by clicking on the User's name in the top right-hand corner of the User's account under the "My bank cards" menu. By clicking on the "Add new bank card" button, the User can save his/her bank card by entering a unique identifier (bank card password) that he/she has created and then clicking on the "Next" button, he/she will be redirected to the Stripe interface where he/she can enter his/her bank card details.

On the other hand, the User can also save his/her credit card when placing his/her order. To do this, the User must use the online payment method when placing his order. When choosing this payment method, the User can save his/her credit card by clicking on the "Save credit card for faster payment later" button, so that after entering a unique identifier (credit card password) that he/she has created, he/she will be redirected to the Stripe interface when submitting his/her order, i.e. by clicking on the "Continue to secure payment" button, where he/she can enter his/her credit card details.

Please note that the saving of credit card data and consequently the "OneClick" secure payment method, which allows easy payment only on the Pepita.com website, is not the same as the card registration available on Stripe, which will register the credit card for all future credit card payments made on Stripe. Once the credit card details have been successfully registered, the User will be able to pay with a single click for future purchases by choosing to pay online by credit card, without being redirected to the Stripe payment interface, but will remain on the Pepita.com website and will be able to authorise the

payment by entering his/her unique identifier (credit card password). The User can delete his/her saved bank card details at any time if he/she no longer wishes to make any further saved card purchases on the Pepita.com Website. The User can initiate the cancellation from his/her User Account.

Please be informed that the "OneClick" payment method is a recurring credit card payment (hereinafter referred to as "Recurring Payment"), which is a feature of the credit card acceptance provided by Stripe, which means that the credit card details provided by the Customer during the registration transaction can be used to make future payments without having to re-enter the credit card details. The so-called "case-by-case consent" type of recurring payment is subject to the case-by-case approval of the Customer for each transaction, i.e. the Customer must approve the transaction for all future payments. In all cases, the Customer will be notified of a successful payment through the same channels as a traditional credit card payment. In order to use the "OneClick" payment method, the User or the Customer, by accepting these GTC, agrees that, if the "OneClick" payment method is chosen, subsequent payments initiated from the user account on the Pepita.com website after a successful registration transaction will be processed without the need to re-enter the credit card details.

Please note(!): bank card data is processed in accordance with the card company's rules. Neither the Service Provider (Merchant) nor Stripe has access to the credit card data. The Service Provider (Merchant) is directly liable for recurring payment transactions initiated by the Service Provider (Merchant) in error or illegally, and any claims against the Service Provider's (Merchant's) payment service provider (Stripe) are excluded. By accepting these GTC, the User declares that he/she has read, acknowledges and accepts the contents of the information provided in this clause.

5.1.3. By redeeming a valid coupon or voucher issued by the Service Provider, which can be done when ordering the Product on the "Order" sub-page of the Pepita.com website by ticking the "I would like to redeem a coupon code / voucher" box, then entering the code of the coupon or voucher in the line below and clicking on the "Redeem" button. If the payment of the fee payable would not be fully settled by using this payment method, the User will settle the remaining amount of the fee payable by the payment method of his/her choice, after having chosen one of the other payment methods provided for in this point.

5.2. In the event of a refund of the value of the Product ordered, the refund will be made as follows:

5.2.1. If the User has paid the price of the Product by bank transfer, the refund will also be made by bank transfer to the bank account from which the payment was made to the Service Provider or the Partner who distributed the ordered product.

5.2.2. In the case of online payment by credit card, including OneClick payment method, the refund will be made to the financial institution that issued the credit card, upon request of the Service Provider or the Partner's online payment service provider.

The Service Provider or the Partner may withhold the refund of the consideration for the ordered Product until the User returns the ordered Product to the Service Provider or the Partner in a condition that complies with the legal provisions.

5.3. The Service Provider or the Partner distributing the ordered Product shall issue an invoice for the ordered Product, which shall include the designation, price, payment method and deadline of the ordered Product. The User shall be responsible for the correctness and accuracy of the information provided in the invoice when ordering the Product, and neither the Service Provider nor the Partner shall be obliged to issue a new invoice to the User ordering the Product due to such omission.

5.4. An invoice issued for an excise product is not a valid proof of origin of the excise goods.

VI. Shipping

6.1. It is not possible to personally collect the ordered Products, the Service Provider/Partner shall arrange for the delivery of the ordered Products to the User's delivery address specified in the order, either by itself or through a third party carrier company, against payment of the delivery fee specified in the order. The Service Provider or the Partner shall undertake delivery exclusively to an address in Hungary. The User shall be liable for any damage resulting from the fact that the address provided in the order is incorrect or the delivery address is inaccurate. The delivery address may only be a Hungarian address.

6.2. The Service Provider or the Partner shall ensure that the Product ordered is properly packaged and that the accompanying documents are sent.

6.3. The Service Provider/Partner shall inform the User about the delivery price and the expected delivery date of the ordered Product prior to the order on the Pepita.com website and when placing the Order, with the understanding that the expected delivery date is only indicative, neither the Service Provider nor the Partner shall be liable to the User. The User shall be entitled to enforce his/her claim for the delivery of the Product against the company transporting the Product.

6.4. Delivery charges are shown gross at the time of ordering.

6.5. The products distributed by the Service Provider are delivered by courier throughout Hungary, the current prices of which can be found at the following link: <https://pepita.com/de/versandinformationen#ref>

For larger items such as wardrobes, beds, garden furniture, trampolines, swimming pools, etc., a specific delivery charge will apply and will be indicated at the time of ordering.

If express delivery is requested, the Service Provider undertakes to deliver orders sent before 15:00 on working days on the next working day. If the order is placed after 3:00 p.m. on a

working day or on a weekend, the Service Provider undertakes to deliver the order to the courier service on the next working day, which will deliver the order within one working day of the delivery. Express delivery is only available for orders of products in stock and distributed by the Service Provider, and can be used during the checkout process by ticking the checkbox. The Express delivery method selected during the ordering process is only available for the given purchase and applies to the contents of the given basket. Express delivery cannot be purchased retroactively. In the case of express delivery, if the ordered product(s) do not arrive within the agreed time, the Service Provider undertakes to refund the full delivery fee to the Customer. The User can find out about the current prices for express delivery via the following link: <https://pepita.com/de/versandinformationen#ref>

- 6.6. If the distributor of the ordered product is one of the Service Provider's Partners, the Service Provider shall forward the order placed for the given product to the Partner distributing the product, and the Partners shall ensure the delivery of the ordered products to the Users from their own warehouses, with their own courier services, at their own prices. If the delivery of the parcel is organised by the Partner, the Service Provider shall not be liable in any way.
- 6.7. Since the delivery of the Products distributed by the Service Provider or the Partners is handled directly by the distributor, if an order is placed with several Partners or with both the Service Provider and the Partner, the delivery costs for the delivery of each product are added together and the packages are delivered separately.
- 6.8. The Supplier shall provide the invoice for the order in electronic form to the Purchasers by sending it to the e-mail address provided by them. Partners provide the invoice for the order in two ways: in a package or in electronic form - sent to the e-mail address provided during the ordering process.
- 6.9. The Service Provider shall inform the User in advance of the expected delivery date of the product. The delivery time may vary from product to product, the delivery time of the product will be indicated on the product data sheet and in the shopping cart. However, notifications and communications relating to the delivery of the products, in particular with regard to the expected time of delivery, are for information purposes only and do not become part of the contract. On this basis, the User shall not be entitled to claim damages from the Service Provider in the event of failure or non-delivery of the goods in accordance with the statements and notifications made in connection with the delivery.

The average delivery time for products distributed by the Service Provider is 2-4 working days, but may be longer for products that are stored by the Service Provider's external supplier (e.g. furniture, vinyl flooring). If express delivery is requested, the delivery time is one working day, with the understanding that this service is only available for products distributed by the Service Provider that are in stock.

- 6.10. If the Service Provider or the Partner is unable to deliver the ordered Product to the User for any reason, the Service Provider or the Partner shall inform the User thereof without delay, but no later than 8 days from the date of the order in accordance with Section 3.4.5 and shall return

to the User within the same period any amount of money already paid for the Product (the price of the Product and the delivery and postage costs).

6.11. The Customer is obliged to check the quality and quantity of the ordered Product without delay after its delivery or receipt by the User, to verify that the ordered Product corresponds to the Product specified in the order and confirmed, and to verify the accuracy of the data on the invoice. If the Customer, when unpacking the Product in the presence of the courier carrying out the delivery, notices an aesthetic or other defect, a quantity shortage or that the Product does not correspond to the Product for which he placed the order, the Customer may refuse to accept the Product and is entitled to return the delivered Product to the Distributor by filling in a form provided for this purpose, with the courier acting on behalf of the carrier. In all other cases, the Customer is obliged to accept the Product. The Supplier is not in a position to accept complaints about defects after acceptance.

6.12. The Buyer must ensure that at the address and time specified by him/her, either he/she is present or a person who can and will take delivery of the purchased goods is present. The Consumer acknowledges that only a person over 18 years of age is entitled to take delivery of the Product(s) purchased in his/her place and on his/her behalf at the place of delivery and that, in case of doubt, the Service Provider/Partner or their representative acting on their behalf, including the courier service making the delivery, is entitled to request the person taking delivery to provide credible proof of age. In the absence of proper proof of age, the sale or delivery of the Product shall be refused. The courier delivering the product may, in case of doubt, ask the person receiving the product to provide appropriate proof of age (by means of an identity card, student card, passport or driving licence).

If the purchase price of the products ordered has not been paid in advance and the person present at the time of receipt has not reached the age of 18 years, based on proof of age, or does not present a document proving his/her identity, the courier delivering the product(s) purchased shall refuse to deliver the product(s).

If the products ordered include products containing alcohol, the courier delivering the products must refuse delivery, even if the products have been paid for in advance.

In the event of refusal to surrender, the Products concerned will be returned to the Service Provider/Partner who distributed them.

VII. Right of withdrawal

7.1. The User acknowledges that the distributor of the Products advertised in the Pepita.com webshop is the Service Provider or one of its Partners. Who is the seller of the ordered Product is indicated by the "Distributor:" mark during the ordering process. However, irrespective of the identity of the distributor, the User's order is placed with the Service Provider and the success or failure of the order is confirmed by the Service Provider to the User.

If the User places an order for a Product in the Pepita.com online store, the contract for the delivery of the Product is concluded between the Service Provider or its Partner on the one hand and the User on the other hand, depending on the identity of the distributor of the Product. In any case, the contract for the delivery of the Product shall be concluded when the Service Provider confirms to the User the success of the order placed for the Product. However, the Service Provider informs the Users that, in the case of an order for Product(s) distributed by its Partner(s), the Service Provider is only able to confirm the success of the order after its Partner has confirmed the success of the order to the Service Provider. After the confirmation of the partner, the Service Provider will immediately confirm the order to the User.

The Service Provider is entitled to withdraw from or terminate the Contract without giving any reason until the delivery of the ordered Product(s) is confirmed, in which case the Service Provider shall inform the Customer by e-mail of the cancellation of the order or withdrawal/termination of the Contract.

- 7.2. The User who is a consumer has the right to withdraw from the purchase without giving any reason within 14 days of receipt of the Product(s) as goods. The User who is a consumer shall exercise his right of withdrawal in respect of the goods; in the case of the sale of several goods, if the delivery of each good takes place at different times, the last good delivered; in the case of goods consisting of several lots or pieces, the last lot or piece delivered; where the goods are to be supplied regularly within a specified period, within 14 days of the date of the first supply, by the consumer or a third party other than the carrier and indicated by him, with the proviso that he may exercise his right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the goods.

Likewise, if the order of a User who is a consumer is for the provision of a service, the User shall be entitled to terminate the contract without giving any reason within 14 days of the date of conclusion of the contract for the provision of the service, or, if the Service Provider or its Partner commences performance of the contract for the provision of the service before that date, within 14 days of the date of commencement of performance.

If a User who is a consumer has made an offer to conclude the contract, the User has the right to withdraw the offer before the conclusion of the contract, which terminates the obligation to make an offer to conclude the contract.

A Consumer may exercise his/her right of withdrawal/cancellation by using the model declaration in Annex 2 or by making a clear declaration to that effect.

The User who is a consumer exercises his right of withdrawal/cancellation within the time limit if he sends his withdrawal/cancellation notice before the expiry of the time limit indicated above. If the Product has been in use within the 14-day period, a refund equal to the depreciation will be offered.

- 7.3. When ordering products distributed by the Service Provider, the User may also extend the withdrawal or cancellation period under clause 7.2 to 28 days, provided that the relevant service is selected during the purchase process by ticking the relevant checkbox when ordering

the product and is purchased together with the product. If the checkbox to request the service appears on the order form, the service can be requested for the products in the basket. The price of this service varies from product to product and will be indicated separately for each product, and the service fee will be added to the total amount of the order. The service is not available for products distributed by Partners. The service is available once per product and per product, and in the case of multiple purchases of the same product, the service is available for as many products as the number of products purchased separately, i.e. a service is available for one product and applies only to that purchase and the contents of that basket. This extended withdrawal/cancellation period service cannot be purchased retroactively and, due to the nature of the service, the Customer cannot subsequently withdraw from the purchase of the service or exercise his right of cancellation.

- 7.4. If the User, being a consumer, wishes to exercise his right of withdrawal/cancellation, he must send a clear statement of his withdrawal/cancellation, in the case of Products purchased from the Service Provider, by post and/or e-mail to the following address:

Pepita Group Zrt.

postal address: 5520 Szeghalom, cadastral district 2916/58. e-mail:

help@pepita.com

The User can also send the withdrawal/cancellation notice through his/her user account from the dedicated application, in which case the Service Provider will immediately confirm the receipt of the withdrawal/cancellation notice to the User who is a consumer by e-mail.

- 7.5. The User who is a consumer shall return the Product to the Service Provider or the Partner without undue delay, but no later than 14 days from the date of the communication of his/her withdrawal, or, if the Partner allows, hand it over. The deadline shall be deemed to have been met if the User sends the Product to the distributor of the Product before the expiry of the 14-day deadline. The direct cost of returning the Product shall be borne by the User who is a consumer.
- 7.6. If the Consumer User withdraws from the contract, the Service Provider or the Partner shall reimburse all the consideration paid by the Consumer User without delay, but no later than 14 days after receipt of the withdrawal notice or after receipt of the returned product, (excluding any additional costs incurred because the Consumer User has chosen a mode of transport other than the cheapest usual mode of transport offered by the Partner or the Service Provider.) provided that the returned product is also delivered to the Service Provider/Partner within this period or the returned product is received by the Service Provider/Partner within this period. The refund shall be made using the same method of payment as the one used for the original transaction, in accordance with point 5.2, unless the Consumer User expressly agrees to another method of payment; the Consumer User shall not incur any additional costs as a result of the use of this method of refund. The Consumer User may not claim interest on late payment in the refund and expressly waives this right by accepting these terms and conditions.
- 7.7. If the User who is a consumer has requested that the service be started within the termination period and the User terminates the contract after the start of the service, the User shall

reimburse the Partner or the Service Provider for the amount due for the service provided pro rata up to the date of termination of the contract. Likewise, the Partner or the Service Provider shall reimburse the part of the consideration provided by the User who is a consumer which exceeds the value of the service provided by the Partner or the Service Provider. The amount to be paid by the User on a pro rata basis shall be determined on the basis of the total amount of the consideration agreed in the contract plus tax. If the User proves that the total amount thus determined is excessive, the pro rata amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract.

By accepting these GTC, the Customer expressly declares and acknowledges that he/she may withdraw from the delivery of the ordered Products (including express delivery) as a service until receipt of the informative e-mail message on the delivery of the ordered Products, but after that he/she may only exercise his/her right of termination, with the Customer being obliged to pay the Service Provider a fee proportional to the service provided until the date of the notice of termination. If the Customer gives notice of termination at a time when the Service Provider is no longer in a position to cancel the delivery and the Service Provider incurs the cost of delivery regardless of the Customer's notice of termination, the delivery charge shall be incurred as a cost and the Customer shall be liable to pay the full cost.

7.8. The Partner or the Service Provider (hereinafter collectively referred to as the "Company") shall be obliged to refund the full purchase price only in the event of returning the Product in undamaged and complete condition, with the proviso that the User, being a consumer, shall be liable only for the depreciation resulting from the use of the Product beyond the use necessary to determine its nature, properties and functioning. The Product must be returned in its original packaging, if possible.

7.9. Users who are consumers may not exercise their right of withdrawal:

7.9.1. in the case of a contract for the provision of a service, after the service has been performed in its entirety, if the trader has started performance with the consumer's express prior consent and the consumer has acknowledged that he will lose his right of withdrawal after the service has been performed in its entirety (e.g. delivery costs, price of the service with extended right of withdrawal/cancellation);

7.9.2. for goods or services whose price or charge is subject to fluctuations in the financial market which cannot be influenced by the Company and which are possible for the User, who is a consumer, even during the 14-day period available for withdrawal/cancellation;

7.9.3. in the case of goods which are not prefabricated, which have been manufactured on the instructions or at the express request of the consumer, or which are clearly personalised for the consumer;

7.9.4. perishable goods or goods that will remain in good condition for a short period of time;

7.9.5. for goods in sealed packaging which, for health or hygiene reasons, cannot be returned after opening after delivery;

7.9.6. goods which, by their nature, are inseparably mixed with other goods after delivery;

7.9.7. for alcoholic beverages whose actual value depends on market fluctuations beyond the Company's control and whose price was agreed between the parties at the time of the

- conclusion of the sales contract, but the contract is only performed after the thirtieth day following the conclusion of the contract;
- 7.9.8. except for services or goods offered in addition to those expressly requested by the User, who is a consumer, and replacement parts used to carry out the maintenance or repair, in the case of a contract for a service where the Business visits the consumer at the express request of the consumer to carry out urgent repair or maintenance work;
- 7.9.9. the sale of a copy of a sound or video recording or computer software in sealed packaging, if the consumer has opened the packaging after delivery;
- 7.9.10. newspapers, periodicals and periodicals, with the exception of subscription contracts;
- 7.9.11. for contracts concluded by public auction;
- 7.9.12. a contract for the provision of accommodation, transport, car rental, catering or leisure activities, with the exception of housing services, if the contract has a specific performance date or deadline;
- 7.9.13. in respect of digital content provided on a non-tangible medium, if the Business has started performance with the consumer's express prior consent and the consumer has, at the same time as giving such consent, acknowledged that he/she loses his/her right of withdrawal/cancellation under point 7.2 after performance has started.
- 7.10. The Service Provider expressly draws the attention to the fact and the Users expressly declare by accepting these GTC that the Customers are not entitled to reimbursement of the delivery costs or to claim for reimbursement of the delivery costs in the event of exercising their right of termination pursuant to clause 7.7, unless they have the possibility to claim for a pro rata payment. Furthermore, if the Purchasers choose to pay by cash on delivery when placing their order, they shall be liable to pay the delivery costs even in the event of failure or refusal to take delivery of the Products ordered, failing which the Supplier shall be obliged to take the necessary legal action to enforce its claim.
- 7.11. The Service Provider also expressly draws attention to the fact that even in the event of exercising their right of withdrawal/cancellation, the Customers are not entitled to a refund or claim for the consideration for the extension of the withdrawal/cancellation period as a service pursuant to clause 7.3, even if they have not exercised their right of withdrawal/cancellation within the extended 28-day period, but within the statutory 14-day period. However, where the Product(s) ordered have not been taken delivery of, Buyers will be entitled to a refund of the withdrawal/cancellation extension service purchased in relation to the Product(s).
- 7.12. If the User, who is a consumer, has purchased the Product from the Partner, the User shall be entitled to enforce the consumer rights referred to in this Section VII directly against the Partner only, and the Service Provider shall not be liable in any way in relation to such Product.

VIII. Complaints handling, dispute resolution, conciliation body

8.1. Complaints handling

The User may submit a consumer complaint about a Product purchased from the Service Provider or about the Service Provider's services by telephone, in writing or by e-mail to:

Service provider: Pepita Group Zrt.

Place of residence: 5520 Szeghalom, belterület hrsz 2916/58.

Contact customer service:

Postal address: 5520 Szeghalom, cadastral district 2916/58

Email address: help@pepita.com

The User can report a complaint about a Product purchased from a Partner to the Partner via the contact details in the Partner Data, which is available on the Pepita.com website in section 2.1 of these GTC.

Pursuant to the applicable legislation, the Service Provider shall promptly investigate and, if the nature of the complaint so permits, resolve any verbal complaint notified by the User by telephone. If the nature of the complaint does not allow for immediate investigation and resolution, or if the User does not agree with the way the complaint is handled, a record of the complaint will be made. The time limit for the investigation of the complaint, which is 30 calendar days (a shorter time limit may be established by law, a longer time limit may be established by law), shall be recorded in the minutes. The Service Provider shall investigate, respond to the merits of and take measures to communicate the written complaint submitted by e-mail or post within 30 calendar days. The Service Provider shall assign a unique identification number to the notified complaint for the purpose of subsequent retrieval.

8.2. Dispute Settlement, Conciliation Body:

8.2.1. The opposing parties wish to settle any disputes that may arise between the Service Provider and the Partner and the User primarily through negotiation, therefore the Service Provider recommends that in the event of a dispute, the User should always contact the Service Provider or the Partner first in order to resolve the dispute.

8.2.2. Possibility to appeal to a conciliation body

If the existing dispute is not resolved in the course of negotiations with the Service Provider or the Partner, the User may, in accordance with the provisions of the Act on the Protection of Industrial Property, also apply to the competent Arbitration Board of his/her place of residence or domicile against the Service Provider or the Partner, depending on which of them he/she purchased the Product in dispute.

In order to resolve a consumer dispute, the Service Provider shall use the procedure before the conciliation body, in which it is obliged to cooperate, and shall cooperate with the applicant and the conciliation body in the event of such a procedure being initiated. At the same time, the Service Provider informs the Users that it has not made a general declaration of submission pursuant to Section 36/C of the Consumer Protection Act either

to the conciliation body of its seat or to the MCCA, with effect for all conciliation bodies. The Service Provider shall declare its acceptance of the decision of the conciliation board as binding in its reply to the decision of the conciliation board after becoming aware of the initiation of the procedure (ad hoc submission).

The competent Conciliation Body in the place where the Service Provider is established:

Békés County Conciliation Board
Address: 5601 Békéscsaba, Penza ltp. 5.
Phone number: (66) 324-976
E-mail address: bekeltetes@bmkik.hu

For information on the conciliation body in your area, please visit www.fogyasztovedelmireferens.hu/hatosagok-es-bekelteto-testuletek-elerhetosegi or see below for contact details.

Contact details of the Conciliation Board:

Bács-Kiskun County Conciliation Board Address:
6000 Kecskemét, Árpád krt. 4.
Phone number: (+36) 76 501 525, 501 532 E-mail address: bekeltetes@bacsbekeltetes.hu;
www.bacsbekeltetes.hu

Baranya County Conciliation Board Address:
7625 Pécs, Majorossy Imre u. 36.
Address for correspondence: 7602 Pécs, Pf. 109.
Phone number: (72) 507-154
E-mail address: info@baranyabekeltetes.hu; www.baranyabekeltetes.hu

Békés County Conciliation Board Address:
5601 Békéscsaba, Penza ltp. 5.
Phone number: (66) 324-976 E-mail address: bekeltetes@bmkik.hu
<https://www.bmkik.hu/index.php?id=1317>

Borsod-Abaúj-Zemplén County Conciliation Board Address:
3525 Miskolc, Szentpáli u. 1.
Phone number: (46) 501-091, 501-871 E-mail address: bekeltetes@bokik.hu;
<https://bokik.hu/bekelteto-testulet>

Budapest Conciliation Board
Address: 1016 Budapest, Krisztina krt. 99. 111.
Phone number: (1) 488-2131

E-mail address: bekelteto.testulet@bkik.hu; bekeltet.bkik.hu

Csongrád County Conciliation Board

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

Phone number: (62) 554-250/118 ext. E-mail

address: bekelteto.testulet@csmkik.hu

<https://www.bekeltetes-csongrad.hu/>

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.

Phone number: (22) 510-310 E-mail

address: bekeltetes@fmkik.hu

www.bekeltetesfejer.hu

Győr-Moson-Sopron County Conciliation Board Address:

9021 Győr, Szent István út 10/a.

Phone number: (96) 520-217 E-mail address:

bekeltetotestulet@gymkik.hu

<https://bekeltetesgyor.hu/hu/>

Hajdú-Bihar County Conciliation Board Address:

4025 Debrecen, Petőfi tér 10.

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

E-mail address: bekelteto@hbkik.hu

<https://hmbekeltetes.hu/>

Heves County Conciliation Board

Address: 3300 Eger, Hadnagy utca 6.

Postal address: 3301 Eger, Pf. 440.

Phone number: (36) 416-660/105 ext.

E-mail address: bekeltetes@hkik.hu

Jász-Nagykun-Szolnok County Conciliation Board Address:

5000 Szolnok, Verseggy park 8.

Phone number: (20) 373-2570

E-mail address: bekeltetotestulet@iparkamaraszolnok.hu <http://jaszbekeltetes.hu/>

Komárom-Esztergom County Conciliation Board Address:

2800 Tatabánya, Fő tér 36.

Phone number: (34) 513-010 E-mail

address: bekeltetes@kemkik.hu

www.kembekeltetes.hu

Nógrád County Conciliation Board Address:

3100 Salgótarján, Mártírok útja 4.

Phone number: (32) 520-860 E-mail
address: nkik@nkik.hu;
www.bekeltetes-nograd.hu

Pest County Conciliation Board
Address: 1055 Budapest, Balassi Bálint utca 25. 4. floor 2.
Phone number: 06-1-792-7881
E-mail address: pmbekelteto@pmkik.hu
Website address: www.panaszrendezes.hu

Somogy County Conciliation Board Address:
7400 Kaposvár, Anna utca 6.
Phone number: (82) 501-000 E-mail
address: skik@skik.hu;
www.skik.hu

Szabolcs-Szatmár-Bereg County Conciliation Board
Address: 4400 Nyíregyháza, Széchenyi u. 2.
Phone number: (42) 420-180 E-mail
address: bekelteto@szabkam.hu
<http://bekeltetes-szabolcs.hu/>

Tolna County Conciliation Board
Address: 7100 Szekszárd, Arany J. u. 23-25.
Phone number: (74) 411-661
E-mail address: kamara@tmkik.hu

Vas County Conciliation Board
Address: 9700 Szombathely, Rákóczi Ferenc u. 23.
Phone number: (94) 312-356
E-mail address: pergel.bea@vmkik.hu

Veszprém County Conciliation Board
Address: 8200 Veszprém, Radnóti tér 1. (Fsz. 115-116)
Phone number: (88) 814 121
E-mail address: info@bekeltetesveszprem.hu www.bekeltetesveszprem.hu

Zala County Conciliation Board
Address: 8900 Zalaegerszeg, Petőfi utca 24.
Phone number: (92) 550-513
E-mail address: zmbekelteto@zmkik.hu

8.2.3. Initiation of the procedure of the Consumer Protection Authority

The consumer can complain to the consumer protection authority.

On the basis of Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, the Government designated the Metropolitan and County Government Office and the Pest County Government Office as the general consumer protection authority. The consumer, as the applicant, is entitled to initiate a consumer protection procedure at the consumer protection authority with the jurisdiction established in accordance with Article 2/A of Government Decree 387/2016 (XII. 2.).

The contact details of the offices can be found at <http://www.kormanyhivatal.hu/hu/>.

The competent consumer protection authority of the place of establishment of Pepita Group Zrt:

Békés County Government Office

Department of Transport, Technical Licensing and Consumer Protection Consumer Protection Unit

Address: 5600 Békéscsaba, József Attila u. 2-4.,

Telephone: (+36 66) 546-150

E-mail address: fogyved@bekes.gov.hu

8.2.4. Right to apply to the courts

The Server intends to settle any disputes that may arise between the Users and the Server primarily through amicable means, but in the event of failure to do so, the Users shall have the right to take legal action. Users shall have the right to enforce their claims arising from the dispute before the courts in civil proceedings in accordance with the provisions of the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

The competent court shall have jurisdiction in disputes between the Service Provider and the Partner and Users.

8.2.5. Online dispute resolution platform

Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (the "Consumer Online Dispute Resolution Directive") allows for the possibility of alternative dispute resolution for all disputes between consumers and traders established or resident in the EU in relation to the sale of goods and services. The European Union's online dispute resolution website is available

[at](#)

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=H>

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The e-mail address of the Service Provider as a business is help@pepita.com. The contact details of the Partner are contained in the Partner Data, the availability of which is described in Section 2.1 of these GTC.

IX. Warranty, product warranty, guarantee

9.1. Accessories warranty

In the event of defective performance by the Service Provider or the Partner, the User or Customer who is a consumer may assert a claim for ancillary liability against the Service Provider or the Partner in accordance with the provisions of the Civil Code of 2013. V. of the Civil **Code of 2013** (hereinafter referred to as "**Civil Code**"), if the Service Provider/Partner has performed defectively, i.e. if the Service Provider/Partner's service does not meet the quality requirements set out in the contract or by law at the time of performance. If the contract for the purchase of the Product is concluded between the Partner and the Consumer, the Partner shall be liable for the obligation of the warranty of performance, whereas if the Product is purchased by the Consumer from the Service Provider, the latter may assert a claim for warranty of performance against the Service Provider.

Based on the Customer's warranty claim, at the Customer's option:

- require repair or replacement, unless the chosen remedy is impossible to fulfil or would result in disproportionate additional costs for the Service Provider/Partner compared to the fulfilment of another remedy, taking into account the value of the service in its original state, the seriousness of the breach of contract and the damage to the interest of the rightholder caused by the fulfilment of the remedy; or
- may request a proportionate reduction of the consideration, and, except in the case of a contract for the sale of goods which are movable property, the supply of digital content or the provision of digital services concluded with a consumer, may itself remedy the defect or have it remedied by another party at the expense of the debtor, or may withdraw from the contract, unless the defect is insignificant, if the obligor has not undertaken to repair or replace the goods, cannot fulfil this obligation within a reasonable period of time, taking into account the characteristics of the goods and the purpose for which the Buyer can be expected to use them, without prejudice to the Buyer's interests, or if the Buyer's interest in repair or replacement has ceased.

The Customer may switch from the chosen accessory warranty right to another one, but the costs caused by the switch shall be borne by the Customer, unless the Service Provider/Partner gave a reason for the switch or the switch was otherwise justified.

The Customer must notify and justify the defect immediately upon discovery, but no later than 2 months after discovery. The Customer is liable for any damage resulting from the delay in notification. In the case of a Consumer Customer, notification of the defect is sufficient to claim a warranty claim within 6 months of performance, and the Customer has no further obligation if it can prove that it purchased the product from the Service Provider or Partner. Beyond 6

months from the date of performance, the onus is on the Consumer to prove that the defect existed at the time of performance.

The Customer may exercise his/her right to claim for defects within one year from the date of receipt of the product, and the Consumer Customer may exercise his/her right to claim for defects within 2 years from the date of receipt of the product, in cases where the defect already existed at the time of delivery of the product. In the case of second-hand goods, this period shall not exceed one year. This limitation period shall not include the part of the repair period during which the Buyer cannot use the goods as intended. For the part of the product that has been replaced or repaired, the limitation period for the claim under the warranty for accessories shall start to run again. This rule shall also apply in the event that a new defect arises as a result of the repair.

If the Customer has ordered the Product from the Partner, the Customer may enforce his/her rights of accessory warranty as set out in this clause directly against the Partner, and the Service Provider shall not be under any obligation of accessory warranty in relation to such Product.

9.2. Product Warranty

In the event of a defect in the movable item (product), the Customer, who is a consumer, may, at his/her option, claim under the warranty for accessories or the product warranty. A Consumer Buyer may not make a simultaneous claim under a warranty for accessories and a product warranty for the same problem. However, in the event of a successful product warranty claim, the consumer may assert his or her accessory warranty claim for the replaced product or repaired part against the manufacturer, i.e. the producer or distributor of the product.

As a product warranty claim, the Customer may only request the repair or replacement of the defective product. In the case of a product warranty, the Customer must prove that the product is defective. A product is considered to be defective if it does not meet the quality requirements in force when it was placed on the market by the manufacturer or if it does not have the characteristics described by the manufacturer.

The customer may claim under the product warranty within 2 years of the date on which the product was placed on the market by the manufacturer. After this period has expired, the User loses this right. The User must notify the manufacturer immediately upon discovery of a defect.

The manufacturer or distributor is only exempted from its product warranty obligation if it can prove that:

- the defect in the product results from the application of a legal or regulatory requirement, or
- manufactured or marketed the product for purposes other than its business, or
- the defect was not detectable by the state of science and technology at the time the product was placed on the market.

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

If the Customer has ordered the Product from the Partner, the Customer may enforce its product warranty rights under this clause directly against the Partner, and the Service Provider shall not be under any product warranty obligation in relation to such Product.

9.3. Good standing

In the event of defective performance, the Service Provider or the Partner (hereinafter referred to as the "**Warrantor**") selling the Product shall be liable for the defective performance under the Civil Code and the Government Decree No. 151/2003 (IX.22.) on the mandatory warranty for certain durable consumer goods (hereinafter referred to as "**Government Decree No. 151/2003 (IX.22.)**"). The duration of the warranty is one, two or three years, depending on the purchase price of the Product, as explained below.

If the Contract is concluded between the Service Provider and the Customer, the Service Provider shall be the Bligor. However, if the contract for the purchase of the Product is concluded between the Partner and the Customer, the Partner shall be the Bligor. The User shall only be entitled to enforce his rights against the Bligor as defined herein.

The Obligor may only be released from its obligation if it can prove that the cause of the defect arose after performance!

Customer will receive a separate warranty ticket for each product under warranty at the time of delivery. The rights arising from the warranty are enforceable with the warranty ticket. The Warrantor shall have the right to issue the Warranty Receipt in electronic form and the Warrantor shall have the right to issue the electronic Warranty Receipt in one document with the electronic invoice. If the warranty ticket is missing, the Customer may report it to help@pepita.com.

The Warrantor's warranty obligation extends to all durable consumer goods with a purchase price above HUF 10,000.00 and which can be classified in at least one of the product categories defined in Annex I of Government Decree 151/2003 (22.IX.) (e.g. technical goods). The product description of the Product ordered in the Pepita.com webshop indicates the warranty period for the given Product and also if the Warrantor has voluntarily undertaken a warranty obligation for the given Product.

The User may claim under warranty for Products purchased from the Service Provider as indicated on the website <https://pepita.com/de/rucktritt-und-garantie#ref> or on the warranty ticket.

In the case of a Product purchased from a Partner, the Customer shall provide his/her warranty claim to the selling Partner or through the service indicated on the warranty ticket of the Product in question, for which the Service Provider shall not be liable.

The Customer's rights under the warranty obligation

- 1 (one) year for a sale price of HUF 10.000,- but not exceeding HUF 100.000,-,
- 2 (two) years in case of a sale price exceeding HUF 100.000,- but not exceeding HUF 250.000,-,
- above HUF 250.000, may be enforced against the Guarantor for a period of 3 (three) years.

The date of commencement of the warranty is the date of actual performance, i.e. the date on which the Customer received the Product. If the installation is carried out by the Warrantor or an agent of the Warrantor, the date of installation shall be the date of commencement of the warranty period, unless the Buyer requests installation after 6 months from the date of delivery, in which case the date of delivery shall be the date of commencement of the warranty period.

The Customer may not assert a warranty claim and a warranty claim for accessories or a warranty claim and a product warranty claim for the same product defect at the same time. The Customer shall have the rights arising from the warranty irrespective of the entitlements set out in clauses 9.1 to 9.2.

- 9.4. If the Customer claims for replacement of the consumer goods within three working days from the date of purchase (installation) due to a defect, the Service Provider or the Partner may not invoke the provisions of the Civil Code. 6:159 (2) a), but shall be obliged to replace the consumer goods, provided that the defect prevents the goods from being used as intended.

X. Responsibility

- 10.1. In the case of backlogged services, the Operator is obliged to provide the Pepita.com Service contractually agreed upon with an annual availability of 99%. The availability does not include third party services and pre-announced maintenance. The non-refundable Pepita.com Service is provided by the Service Provider in the state in which the Pepita.com Service was ordered, and therefore the Service Provider does not assume any responsibility for the accuracy, reliability, error-free operation, completeness, or fitness for a particular purpose of the Pepita.com Service, including the software used to operate the Pepita.com Service or any content available through the Pepita.com Service. Furthermore, the Service Provider shall not be liable for any errors and their consequences due to causes beyond its control, such as technical failures or outages in the Internet network, technical downtime or interruptions of any kind, or destructive applications or programs installed by others (e.g. viruses, worms, macros or hacker activities).

- 10.2. The Partner is responsible for the accuracy of the information published by the Partner, and the Service Provider excludes all liability in this regard.

- 10.3. The order sent by the User for the purpose of ordering the Partner's product and the finalized, successful order shall result in the establishment of a contractual relationship between the Partner and the User for the purchase of the Product only, and the Service Provider shall not be a party to this contract.

- 10.4. The Service Provider shall not be liable for any omissions in the data provided during the use of the Pepita.com Service or for any consequences resulting from incorrectly provided data.
- 10.5. The Pepita.com Service also contains links to websites operated by third parties. If the Service Provider becomes aware that the linked site or the linking violates the rights of third parties or the applicable laws, the link will be removed from the Pepita.com Service immediately. In addition, the Service Provider shall not be liable for the content of the links made available on the site or the websites that can be accessed through them, and shall not control their content.
- 10.6. The User is solely responsible for the use of the Pepita.com Service. The Service Provider excludes all liability for any material or non-material damage, loss of rights or other consequences caused by the User through the published content or otherwise, or otherwise in connection with the User's conduct.
- 10.7. If, as a result of or in connection with the User's conduct, a third party or any authority or court brings any claim or proceeding against the Service Provider, the User shall take all measures required by the Service Provider and shall compensate the Service Provider for any damage, material damage and costs incurred by the Service Provider as a result of or in connection with any unlawful conduct of the User.
- 10.8. In accordance with its obligation to inform consumers about the operation of digital content and the applicable technical protection measures, the Service Provider shall inform Users that it has implemented and maintains the necessary security measures with regard to the IT systems, servers, devices and network operated by it.
- 10.9. The User shall be responsible for compliance with the legal provisions in force in relation to the Pepita.com Service, and the User shall comply with the legal provisions in force relating to the EKAER (Electronic Roadside Access Control System) numbers and shall be liable for any breach thereof.
- 10.10. Force majeure is any unforeseeable, uncontrollable external force which makes it impossible for the Service Provider to perform these GTC and the electronic contracts concluded under them (e.g. war, revolution, riot, epidemic, natural disaster). If force majeure persists for more than 30 days, either contracting party is entitled to terminate the contract with immediate effect.
- 10.11. The Service Provider does not undertake any commissioning in relation to the Product sold by it, commissioning is not part of the contract. The Service Provider shall only be responsible for ensuring that the Product sold by the Service Provider has the installation instructions provided by the manufacturer of the Product.

XI. Legal declaration

11.1. Pursuant to Act LXXVI of 1999 on Copyright (hereinafter referred to as the "**Copyright Act**"), the Pepita.com website is a copyrighted work, and the Website and all parts and content of the Website, including the texts, images, inscriptions, logos, technical, graphic, software and other solutions and their layout, as well as the design of the Website are protected by copyright. Under copyright protection, the author has the exclusive right to make any use of all or any identifiable part of the copyright work and to authorise each and every use. Any use of the Website or any part of the Website or its contents is only permitted with the prior written consent of Pepita Group Zrt.

11.2. The domain name "pepita" as well as the word "PEPITA" are legally protected by a trademark. According to Act XI of 1997 on the Protection of Trademarks and Geographical Indications, the trademark owner has the exclusive right to use the trademark and may take action against anyone who uses it in the course of trade without his permission. The Service Provider, as the owner of the trademark "PEPITA", has the exclusive right to use this word and to grant permission to others to use it. The word "PEPITA" may only be used with the prior written consent of Pepita Group Zrt.

11.3. The user of the Website has the right to use the content of the Website for private purposes only, i.e. to freely view and make copies for private purposes, without any payment being made and without any direct or indirect gain or gain. However, the user shall not be entitled to use the Website or any content available on it in any other way, in particular for non-private, commercial or any other purpose, in particular to reproduce, distribute, make available for download, transmit to the public (public display), adapt, adapt, reproduce, display as own content, commercialise, distribute or commercialise the content.

In the event of unauthorised use or infringement of the Service Provider's intellectual property, the Service Provider may - based on the fact of such infringement - legitimately and justifiably demand, among other things, the cessation of the infringement, compensation for the damages caused by the infringement, and the return of the enrichment achieved by the use; and may also file a criminal complaint in the event of any of the offences against intellectual property rights under Articles 384-385 of Act C of 2012 on the Criminal Code.

In addition to the above, the Pepita.com website, the webshop and the Pepita.com Services are protected by industrial property, criminal, civil and competition law, and any use of the content of the Pepita.com website for any purpose other than that provided for in these GTC is subject to authorisation and, in the absence of express authorisation, is unlawful.

11.4. The Service Provider is the producer of the database available on the Pepita.com website, so all rights in relation to this database belong to the Service Provider, including the right to grant permission to use the database to others. It is forbidden to use this database or all or part of its contents for commercial or any other purposes without the permission of the Service Provider.

11.5. The Service Provider shall have the exclusive right to use, exploit, copy, use, transmit, distribute and adapt any information and data shared by the User with the Service Provider on

the Pepita.com website or in connection with the Pepita.com Service in accordance with these GTC and the applicable legal provisions, and the User, by sharing the data and information with the Service Provider, agrees to and acknowledges the rights of the Service Provider under this clause.

11.6. The Partner is responsible for the accuracy of the information published by the Partner, and the Service Provider excludes all liability in this regard.

11.7. Certain links and references on the Website may point to the websites of other companies or organisations, the content and information of which are not under the control of the Service Provider. The owner or editor of the other website is therefore the provider of the content and services available through these links and references and is liable in accordance with the applicable legislation and the terms of use of the website in question, and the Service Provider is not liable for this content.

11.8. Furthermore, the Service Provider is not liable for any damages arising in connection with the Website, resulting from its use, improper operation (e.g. caused by a computer virus, system failure) or resulting from such cause.

XII. Data protection

12.1. The processing of Users' personal data is governed by the Privacy Policy, which is available at the following link: <https://pepita.com/de/datenschutzerklarung#ref>

12.2. The user's personal data, i.e. data that directly or indirectly identifies the user, will be processed in accordance with the provisions of the Privacy Policy. By using the Pepita.com website, the user of the Pepita.com website acknowledges the provisions of the Privacy Policy.

12.3. The personal data voluntarily provided by the User, i.e. data that directly or indirectly identify the User, will be used by the Service Provider solely for the purpose for which the User provided it, will not be used for any other purpose and will not be disclosed or transmitted to third parties.

12.4. The Service Provider may process and process data related to the use of the Pepita.com website without the consent of the User only if they cannot be directly associated with the User. In this context, the Service Provider reserves the right to automatically collect anonymous information on the number of visits to its pages, the number and frequency of visits, which information is processed and used solely for statistical purposes, in aggregate and in one form.

12.5. The Pepita.com website uses cookies, the cookie policy of which is available at the following link: <https://pepita.com/de/verwendung-von-cookies#ref>

12.6. In processing personal data, the Service Provider shall fully comply with the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information and Regulation

(EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC of the European Parliament and of the Council.

XIII. Other provisions

- 13.1. These GTC, as amended, shall enter into force on 5 January 2023.
- 13.2. By using any element of the Pepita.com Service, the User accepts the terms and conditions of these GTC. Contracts concluded by accepting these GTC are in Hungarian and do not constitute a written contract, therefore they are not registered by the Service Provider and are not accessible afterwards.
- 13.3. The Service Provider shall be entitled to unilaterally amend the GTC at any time. The amendment shall be notified to the Users 30 days prior to its entry into force by means of a short notice on the Pepita.com website. The amended GTC shall be published by the Service Provider on the Pepita.com website at the same time as they enter into force. By using any part of the Service after the entry into force of the amendment, the User accepts the amendment to the GTC.
- 13.4. All information related to the operation of the Pepita.com Service and its services (e.g.: the Sweepstakes Rules, etc.), as well as other documents that may be linked from these GTC (e.g.: Content Rules) are part of the GTC and are binding on all Users.
- 13.5. In the case of any website other than the Pepita.com website (Facebook.com, Google, etc.), the related service of Pepita.com is (also) subject to the terms and conditions published within the framework of that website, and in the event of any provisions of those terms and conditions that conflict with these GTC, these GTC shall prevail for that service.
- 13.6. The Service Provider reserves the right to terminate the Pepita.com Service in its entirety at any time without prior notice, in which case these GTC shall automatically terminate.
- 13.7. The Service Provider is entitled under the Civil Code. 6:208.§ -6:210.§ of the Civil Code, the Service Provider may transfer the contract concluded between the Service Provider and the User on the basis of these GTC, including the rights and obligations set out therein, to a third party. The successor to the Service Provider who enters into the contract in this way shall be bound by and shall have the obligations and rights under the contract concluded on the basis of these GTC from the date specified in the notice published by the Service Provider on the Pepita.com Service. The content of the legal relationship with the successor shall be the same as that of the contract concluded under these GTC. The Service Provider is obliged to inform the Users in writing of any change in its person within 15 days of the change at the latest. The User shall give his prior consent to the transfer of the contract under this clause on the basis of these GTC.

13.8. In matters not regulated in these GTC, the operation of the Pepita.com Service and the contract concluded between the Service Provider and the User shall be governed by the provisions of the information and regulations available on the Pepita.com Website, as well as by the applicable laws of Hungary, with the exception of conflict of law rules.

13.9. The competent court of the place of establishment of the Service Provider shall have the right to settle disputes between the Service Provider and the User in connection with the provisions of these GTC, but this does not exclude the right of the User, who is a consumer, to enforce his/her claims arising from the contractual relationship with the Service Provider before the court of his/her place of residence or, failing that, of domicile.

Annex 1

Content rules

Our mission is that the User Content on our Sites should provide an opportunity for the expression of opinions and the exchange of experiences by Users who are civil, discerning, polite, respectful of each other's persons and opinions, and have appropriate self-control.

I. General rules

1.1. The Service Provider does not archive User Content, so if you need to keep the information posted for your private use, please ensure that it is properly backed up and stored. The Service Provider shall not be liable for any damage caused by or in connection with any conduct that breaches the security of information systems, including the use or distribution of viruses or other malicious software, unauthorized access to, destruction, damage or disclosure of personal data or other data in the possession of the Service Provider, and other hacking activities, and the perpetrator of such conduct shall be solely liable.

1.2. Users submit their age, gender and marital status or their own name and only personal information that they have voluntarily provided about themselves will be displayed.

1.3. The User shall use the Service in accordance with the GTC, the present Content Rules for User Content, which are attached as Annex 1 to the GTC, and the applicable legislation.

1.4. Tilos

- a. use obscene language, offensive words, or expressions that cause offence or fear in others;
- b. to be personal, i.e. to make comments that may be offensive to others (in particular, comments that may cause embarrassment to another User because of his or her age, gender, origin, religion, race, nationality, philosophical beliefs, opinions, or situation in life), and to post content that may negatively influence the perception of others, whether or not it is real, especially in relation to public figures;
- c. post any content that may infringe the copyright, industrial property rights or trademark rights of others, refer to such content or encourage Users to use such content;
- d. to disclose personal data, telephone number, e-mail address, quoted telephone conversation or e-mail address, even with the consent of the data subject, including the disclosure of any information about another User, including his or her password;
- e. publish obscene or pornographic material, offer sexual services or display any content that is offensive to public morals.
- f. offer for sale products the marketing of which constitutes a criminal offence or an offence against the law (e.g. drugs, psychotropic substances) or the marketing of which is subject to authorisation (e.g. weapons, medicines, dangerous goods), and offer for sale products which cannot be placed on the market (e.g. unauthorised foodstuffs, nontransferable securities);

- g. publish any content or refer to any content that may damage or endanger the reputation, business interests or general image of the Service Provider (or its group of companies), in particular the image of its products or services;
- h. overrule the moderators' decision and make the deleted User Content available again by any means, or create a new registration after the User's registration has been deleted;
- i. intentionally hinder the service (e.g. flood, offtopic, script posts)
- j. intentionally mislead other Users or those seeking help or answers to questions on any subject;
- k. impersonate any other User or any employee or agent of the Pepita.com Service (e.g., by logging in under a similar or confusingly similar username); use another user account (such as a family member's or friend's account) after being banned from the system;
- l. to disparage or make insulting statements about the products, services or reputation of a business in an untruthful manner;
- m. post any unlawful content, publish any invitation to commit an unlawful act or an offence, or engage in any conduct suggesting or implying that an unlawful act or an offence has been committed, or provide any information with a view to committing an offence (criminal offence, misdemeanour);
- n. to call for a boycott of the Service Provider's services;
- o. post advertising, engage in commercial activities or engage in any activity that is not part of the profile of the Pepita.com Service or promote commercial economic activity;
- p. make an offer to sell, buy or exchange, or ask for help in doing so, or post a job advertisement;
- q. post comments with political relevance and/or content;
- r. place any content or image which could be harmful to the moral development of minors under the age of 18.

Violation of any of the above rules may result in the removal of the content in question, suspension or deletion of the User who violated the rules.

II. Moderation principles

The Service Provider, if so advised, will use moderators to try to find content or posts that may violate the GTC or that may in any way harm or prejudice the interests of the Service Provider, or that may violate the laws of Hungary. The moderators may view any User Content at any time and in any manner. The moderators may remove User Content that is in violation of the TOS or that intentionally or repeatedly interferes with the civilized conversation, or restrict the User's activity on the Pepita.com Service. The moderators are not allowed to influence the content of individual posts or to edit individual posts afterwards. They are also not allowed to delete parts of individual posts. However, in the case of vulgar content, the content concerned and offensive to public taste will be marked with an asterisk. The moderators will delete User Content only in particularly justified cases, and will not delete User Content that is not otherwise offensive, even if expressly requested to do so, but the Service Provider reserves the right to delete certain User

Content at the moderators' discretion. The moderators are not obliged to give reasons for their decisions.

The consequences applied by moderators:

- deletion (e.g. posts that violate the principles will be deleted);
- to block a commenter;
- Block IP

Sample Withdrawal/Cancellation Notice

(fill in and return only in case of withdrawal/cancellation of the contract)

Pepita Group Zrt.
Szeghalom land
parcel 2916/58.
5520

E-mail: help@pepita.com

Please complete all fields in full, in block letters!

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

Consumer name:

Consumer's address:

Consumer's telephone number:

Order number:

Bank account number:

Delivery date:

Date of receipt of the product:

Product name	Product article number	Quantity of product ordered	Product purchase price

Retrieved from:, 202.....

.....
Signature
(only for paper declarations)