Terms and Conditions - Drónfoci webáruház

The General Terms and Conditions (hereinafter: GTC) contain the general contractual terms governing the use of the webshop operated by [CÉG NÉV] ([székhely:], [adószám:]), as service provider (hereinafter: Service Provider). Please use our services only if you agree with all provisions herein and consider them binding upon yourself. This document is not filed; the contract is concluded exclusively in electronic form (it does not qualify as a written contract) and does not refer to any code of conduct.

The GTC can be downloaded from the following link: **GTC.pdf**
The Seller reserves the right to amend these General Terms and Conditions unilaterally. Any order placed following an amendment constitutes acceptance of these GTC and all amendments in force.
Details of the Service Provider:
Name of the Service Provider: Robot-Air Drónsport Kft.
Registered office of the Service Provider: 7100 Szekszárd, Magyar Sándor utca 3, FSZT 1
Postal address of the Service Provider: 7100 Szekszárd, Magyar Sándor utca 3, FSZT 1
Company registration number: 17-09-013961
Tax number: 32513910-2-17
Name of the registering authority (Company Court): Company Court of the Szekszárd Regional Court
Phone: +36304216766
Bank account number:
Data protection registration number:
Licence number:
Language of the contract: Hungarian

Hosting provider
Name: InfoNetfort Kft.
Address: 7900 Szigetvár, Szent István ltp 17. IV/25.
Phone: +36-30/530-2953
Email: kapcsolat@netfort.hu
Web: www.netfort.hu
Tax number: 26648082-2-02
Company registration number: 02 09 084205

Basic provisions

Matters not regulated by these GTC, as well as the interpretation of these GTC, shall be governed by Hungarian law, with particular regard to the relevant provisions of Act V of 2013 on the Civil Code (“Civil Code”), Act CVIII of 2001 on certain issues of electronic commerce services and information society services (E-commerce Act), and Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the applicable legislation shall apply to the parties without any separate stipulation.

1. CONCLUSION OF THE CONTRACT

These GTC contain the contractual terms established between the Seller and the Customer. Documents closely related to the contract include the warranty certificate relating to the Product and the invoice issued by the Seller.
1.1. By placing an order on the [www.webshopneve.hu] website, the Customer accepts the communication channel (telephone or email) through which the Seller makes it possible to order the product.

1.2. After the Order has been placed, the notification received by the Customer by telephone or email is for information purposes only and does not constitute confirmation of the Order by the Seller.

1.3. The Seller reserves the right to confirm a quantity smaller than that specified in the Order placed by the Customer. The Customer will be informed thereof via the telephone number and/or email address provided in their user account. In such a case, the Seller shall refund the purchase price of any products already paid for by the Customer but not confirmed by the Seller.

1.4. The Contract between the Seller and the Customer is concluded when the Customer receives notification from the Seller by email and/or SMS concerning the finalisation/confirmation of the Order, which notification also includes information that the Products ordered by the Customer have been handed over to the courier service.

1.5. If the Customer provides false information when finalising the order, no distance contract shall be concluded. Both the Operator and the Seller exclude all liability arising from such contracts.

2. SPECIAL PROVISIONS RELATING TO ONLINE SALES

2.1. Any User/Customer may access the website. The Operator reserves the right to restrict the Customer’s/Buyer’s entitlement and access to place an Order and/or to select and use a particular payment method if the activities of the given Customer/Buyer on the [www.webshopneve.hu] website may endanger the uninterrupted operation of the website and/or may cause damage to the Operator/Seller.

2.2. The Customer may contact the Seller using the contact details listed under the “Contact” menu item on the product page.

2.3. Product prices displayed on the Website are stated in Hungarian forints (HUF) and include VAT, but do not include any fee associated with the selected payment method, which the Customer shall pay in addition to the price of the Product if the relevant service is used.

2.4. In accordance with the conditions prescribed by law, the prices displayed on the website for electrical equipment and other products subject to an environmental product fee under applicable legislation include the environmental product fee.

2.5. In the case of online payments (online bank card payment or bank transfer), the Seller shall not be liable for any additional costs incurred by the Customer that depend on the payment method selected by the Customer or the Customer’s card-issuing bank (including, but not limited to, exchange rates and other costs). The Customer is responsible for the consequences arising from the selection of the chosen payment method.

2.6. The information used to describe Products displayed on the Website (static / dynamic images / multimedia presentations, etc.) does not constitute a binding offer by the Seller and is provided expressly for presentation purposes.

3. AUTHORISATION

The Seller may engage a third party to perform Services related to the fulfilment of the Order (delivery, packaging, etc.) without separately informing the Customer. This does not require the Customer’s consent. However, even in such cases, the Seller remains responsible for fulfilling its obligations arising from the Contract concluded with the Customer.

4. ORDER

4.1. After placing the selected products in the shopping cart, you may freely modify the contents of the cart. If, after checking it, you submit the filled shopping cart by “clicking”, you order all products contained in the cart and accept that ordering the products constitutes a transaction involving a payment obligation.
4.2. The data submitted with a given order may be modified in writing or by telephone after submission but before delivery. Naturally, you may modify your data when placing a new order. The Seller records the Customer’s data, login and order for one year from home delivery, but the contract shall not be considered to have been concluded in writing and will not be filed.

4.3. The Customer acknowledges that after being placed in the shopping cart, the product(s) may only be purchased if the Service Provider has sufficient stock available to fulfil the order.

4.4. By finalising the order, the Customer confirms that the data provided and required for the purchase are accurate and may be used to fulfil the order and conclude the contract. By finalising the order, the Customer undertakes to pay the amount due for the order using the selected payment method; otherwise, the Seller may refuse to fulfil the order.

4.5. By finalising the order, the Customer consents to the Service Provider contacting them, where necessary, using any of the contact details provided (typically email or telephone).

4.6. The Service Provider may declare the Customer’s order null and void or non-existent, subject to prior notification of the Customer, without either party subsequently having any obligation towards the other party on this basis and without either party being entitled to make a claim for damages against the other party, in the following cases:

4.6.1. If the Customer selected an online payment method and the card-issuing financial institution does not authorise the transaction, or if the Customer selected an online payment method and our partner providing the online payment service is unable to validate the transaction.

4.6.2. The data provided by the Customer are inaccurate, incomplete or do not make it possible to fulfil the order.
4.6.3. If the Customer does not pay the purchase price of the ordered product to the Service Provider within 5 days. In this case, the Service Provider is entitled to cancel the order.
4.6.4. The order is placed by a person lacking legal capacity or by a minor.

4.7. Pursuant to Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, the Customer (if qualifying as a Consumer) has the right to withdraw from the contract. The Seller provides Customers with this option within 14 days of receipt of the product. If the total amount of the order has been paid and the Customer notified the Seller of their intention to withdraw from the contract in due time, the Seller undertakes to refund the purchase price of the product within no more than 14 days of receiving the Customer’s notification. The detailed conditions of withdrawal are set out in the information published on the Website. Exceptions to the right of withdrawal from the Contract are set out in Section 29 of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

Withdrawal

4.8. Procedure for exercising the right of withdrawal:
4.8.1. The consumer may exercise their right of withdrawal and/or termination by using the model declaration or by making an unequivocal statement to this effect. If the Customer wishes to exercise the right of withdrawal, they must send a statement containing their intention to withdraw to one of the following contact details, or may withdraw from the purchase in person or verbally:
[Postázásai cím:]
[Email cím:]

For this purpose, the Customer may also use the model withdrawal form. In the case of notification by post, the date of posting shall be taken into account, while in the case of notification by email or fax, the time the email or fax was sent shall be taken into account.
4.8.2. In the event of withdrawal, the Customer must return the ordered product to [Cím] without undue delay, but no later than within 14 days of communicating the statement of withdrawal. The deadline shall be deemed to have been met if the product is sent before the expiry of the 14-day period (it does not have to arrive within 14 days). Where several products are purchased and the individual products are delivered at different times, the Customer may exercise the right of withdrawal within 14 days of receipt of the last product supplied or, in the case of a product consisting of several items or pieces, the last item or piece delivered.
4.8.3. The Service Provider is not obliged to reimburse the Customer for additional costs resulting from the Customer choosing a delivery method other than the least expensive standard delivery method offered by the Service Provider.
4.8.4. The Seller is entitled to withhold reimbursement of the full amount paid by the Customer until the product has been returned or until the Customer has provided credible proof that it has been returned.
4.8.5. When making the reimbursement, the Seller shall use the same payment method as that used for the original transaction unless the Customer expressly agrees to another payment method. The Customer shall not incur any additional costs as a result of the reimbursement method.
4.8.6. The Customer shall be liable for any diminished value of the product resulting from use beyond that necessary to establish the nature, characteristics and functioning of the product.
4.8.7. The Customer may also exercise the right of withdrawal during the period between the conclusion of the contract and receipt of the product. The Customer bears the burden of proving that the right of withdrawal was exercised in accordance with Section 20 of Government Decree 45/2014 (II. 26.).
4.9. The Seller is not obliged to take back products that are linked to the Customer personally or that were manufactured according to the Customer’s individual instructions or express request.
4.10. The Seller is not obliged to take back products that the Customer installed, modified or altered in any other way in terms of their nature or structure before exercising the right of withdrawal.
4.11. If the Seller cannot deliver the Product ordered by the Customer within 15 days, the Seller shall inform the Customer thereof and refund the amount paid for the order within 7 days, which shall constitute termination of the contract by the Seller. The parties may also agree to reschedule and/or modify fulfilment of the order.

5. CONFIDENTIALITY

5.1. Any information of any kind provided by the Customer to the Seller shall be treated confidentially by both the Seller and the Operator.

5.2. Upon conclusion of the Contract, the Customer undertakes not to make any public statement to third parties without the Seller’s prior written consent.

5.3. By providing information and data on this website, the Customer grants the Seller and the Operator unrestricted and irrevocable access thereto, as well as the right to use, copy, modify and transmit such information or data.

5.4. By creating a user account/placing an Order, the Customer is entered into the Operator’s/Seller’s database and, in accordance with and within the framework of applicable legislation, consents to being contacted by third parties, namely partners of the Operator and/or Seller: providers offering marketing services or other services, service centres and other companies with which the Operator/Seller may develop joint promotional programmes relating to the Products.

6. INVOICING – PAYMENT

6.1. All products available on the [www.webshopneve.hu] website may be purchased online. In the product description, the Seller provides the parameters and price of the product. The displayed prices always include Value Added Tax (VAT). The costs of network access and other telecommunications services used for the purchase shall be borne by the Customer.
6.2. If the Seller confirms the order, the confirmation shall be deemed a request for payment. The Customer is entitled to pay the amount stated in the confirmation within 72 hours of the confirmation, using the selected payment method. If payment is not made within 72 hours, the Seller is entitled to cancel the order from its system. The Customer may not make any claim for damages against the Seller on this basis.
6.3. The goods, price, payment method and payment deadline must be specified in every Order. The Seller issues an invoice to the Customer for the delivered Products. It is the Customer's responsibility to provide and, upon receipt, verify all information necessary for issuing the invoice in accordance with applicable legislation.

6.4. For every recorded order, the purchase price of the Product to be purchased, the payment method and the payment deadline are indicated. The Customer is responsible for providing all information relating to themselves accurately for the invoice to be issued. If the Customer fails to do so, the Seller cannot be obliged to issue a new invoice.

6.5. The Seller primarily sends the invoice relating to the Products sold under the order to the Customer electronically. The issued invoice is available electronically from the Customer's user account and is also sent in the form of an electronic message (email) to the email address provided in the user account, and a paper copy is also enclosed with the Product.

6.6. The Customer must keep the personal data provided in their user account and used for invoicing up to date at all times so that the Seller can correctly issue and provide the invoice for every order. The Customer must ensure the accuracy of the data provided whenever placing an order.

6.7. If invoicing-related information in the registered account – including the issued invoice(s) – is unavailable for more than forty-eight (48) hours, the Customer may inform the Operator's customer service thereof in writing.
6.8 Payment of the price
Payment may be made by advance bank transfer or cash on delivery through the courier service upon receipt of the goods.
6.8.1. Purchase by bank transfer
Bank account number: Raiffeisen Bank 00000000-00000000-00000000

7. DELIVERY TERMS

7.1. Products are typically delivered by the Seller within 1–15 working days. The Customer may request information about the exact delivery date by calling 06 (1) 000-0000.
7.2. The Seller provides door-to-door delivery only. The Customer is responsible for carrying the products into the residence/property.
7.3. Upon receipt of the product, the Customer must check the integrity of the packaging and the goods. If the product arrives damaged, acceptance must be suspended and the product must be returned with the carrier. By signing the delivery note, the Customer confirms to the Seller and the courier service that the product is undamaged. If the Customer accepts the Product and does not indicate upon receipt that the Product is damaged, the Seller shall not subsequently be liable for damage resulting from delivery.
7.4. If damage to the consignment cannot be detected immediately upon delivery, the damage must be reported to the Seller within a forfeiture period of 24 hours from delivery. Thereafter, the Seller shall not be liable for damage resulting from delivery.

7.5. The cost of delivery is indicated on the product page of each product. In the case of an order containing several items, these amounts are not added together; instead, the total amount of the order must be taken into account.
7.6. In the case of certain purchases (orders) made through the website, the Hungarian National Tax and Customs Administration may require the Customer to provide an EKAER (Electronic Public Road Trade Control System) number under applicable Hungarian legislation. Obtaining the EKAER number is the Customer's (as Recipient's) responsibility and obligation. Consequently, the Customer shall be responsible for any consequences and any costs incurred by the Seller resulting from the breach of this obligation.

8. WARRANTY

8.1 Implied warranty:
8.1.1. In the event of defective performance by the Seller, the Customer may enforce an implied warranty claim in accordance with the rules of the Civil Code.
8.1.2. The Customer must notify the defect without delay after discovering it, but no later than within two months of discovering the defect.
8.1.3. In the case of a consumer contract, the Customer may enforce warranty claims within 2 years of receipt for product defects that already existed at the time the product was handed over. After the two-year limitation period, the Customer can no longer enforce an implied warranty claim.
8.1.4. When exercising the right to an implied warranty, the Customer may request repair or replacement unless fulfilment of the chosen remedy is impossible or would result in disproportionate additional costs for the Seller compared with another remedy.
8.1.5. If the Customer has not requested or could not request repair or replacement, the Customer may request a proportionate reduction of the consideration, may repair the defect or have it repaired by another party at the Seller's expense, or – as a last resort – may withdraw from the contract.
8.1.6. The Customer may switch from the chosen implied warranty right to another, but in this case must bear the cost of switching unless it was justified or the Seller gave reason for it.
8.1.7. Within six months of performance, there is no requirement for enforcing an implied warranty claim other than notifying the defect, provided that the Customer proves that the product was purchased from the Seller. After six months from performance, the Customer must prove that the defect recognised by the Customer already existed at the time of performance.
8.2. Product warranty:
8.2.1. A product is considered defective if it does not meet the quality requirements in force when it was placed on the market or if it does not possess the characteristics stated in the description provided by the manufacturer. The Customer may enforce a product warranty claim within two years of the date on which the manufacturer placed the product on the market. After expiry of this period, the Customer loses this entitlement.
8.2.2. The Customer may enforce a product warranty claim exclusively against the manufacturer of the movable property or the Seller. When enforcing a product warranty claim, the Customer must prove the defect of the product. The manufacturer (distributor) is exempt from its product warranty obligation only if it can prove that:
- it did not manufacture or place the product on the market in the course of its business activities,
- the defect could not have been detected according to the state of scientific and technical knowledge at the time the product was placed on the market, or
- the product defect results from the application of legislation or a mandatory official regulation.
8.2.3. The Customer may not enforce an implied warranty claim and a product warranty claim simultaneously and in parallel in relation to the same defect.
8.3. Guarantee:
8.3.1. In the event of defective performance, the Seller provides the mandatory 1-year guarantee under Government Decree 151/2003 (IX. 22.) for durable consumer goods listed in the annex to the decree (products with a value exceeding HUF 10,000).

8.3.2. The Seller shall be exempt from its guarantee obligation only if it proves that the cause of the defect arose after performance. An implied warranty claim and a guarantee claim, or a product warranty claim and a guarantee claim, may not be enforced simultaneously and in parallel in relation to the same defect.
8.3.3. If the guarantee claim is justified, the Customer may request replacement or repair of the product. If the Seller is unable to replace the product – due to lack of stock or another reason – the Customer may request repair or a price reduction, or reimbursement of the purchase price if neither replacement nor repair nor a price reduction is possible.
8.3.4. If the Customer enforces a replacement claim due to a product defect within three working days of delivery of the product, the Seller must replace the product, provided that the defect prevents its intended use.
8.3.5. To report a warranty or guarantee claim relating to purchased products, please use the http://[www.webshopneve.hu]/garancia page or call [saját telefonszám].
8.4. Other conditions:
8.4.1. Decorations shown in photographs displayed in the store do not form part of the contract; only the product specified in the name and description does.

Online dispute resolution platform

The European Commission has created a website on which consumers can register and, by completing an application, have the opportunity to resolve disputes relating to online purchases without going to court. This enables consumers to enforce their rights without, for example, distance preventing them from doing so.
If you wish to make a complaint concerning a product or service purchased online and do not necessarily wish to go to court, you may use the online dispute resolution facility.
On the portal, you and the trader against whom you have made a complaint can jointly select the dispute resolution body you wish to appoint to handle the complaint.

The online dispute resolution platform is available here:
https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU

9. TRANSFER OF OWNERSHIP OF THE PRODUCTS

9.1. Ownership of the Products passes to the Customer upon receipt at the place specified in the order during home delivery, provided that the Customer has paid the purchase price of the Product. (Evidence of this may include: delivery report – signature confirming receipt of the delivery document issued by the express courier).

10. LIABILITY

10.1. The Seller shall not be held liable for any damage suffered by the Customer or any third party as a result of the Seller fulfilling any of its obligations under the Order, and shall not be liable for any damage resulting from the use of the Products after they have been handed over to the Customer.
10.2. The Seller shall not be held liable for the loss of Products during delivery; any problems arising from delivery fall within the responsibility of the courier service/express courier.

12. INTERPRETATIVE PROVISIONS

Seller: [CÉGNÉV] registered office: , company registration number: Cg., tax number:, statistical code:
Operator: the operator of the [www.webshopneve.hu] website is [CÉGNÉV] registered office: , company registration number: Cg., tax number:, statistical code:],
12.1. Customer/User: a natural person or legal entity who, by using the website – through any electronic communication device (desktop computer, notebook, telephone, tablet, smartphone, etc.) –

gains access to the website and its content; who registers on the Website and thereby creates a user account (hereinafter: user account), or who places an order on the Website and consequently creates a user account.
12.2. Buyer: the Customer who has placed an order on the [www.webshopneve.hu] website.
12.3. User account: the Customer may create a user account by registering on the [www.webshopneve.hu] website. Registration requires a valid email address belonging to the Customer and a password. From the user account, the Customer may place orders and make purchases. A user account may also be created when the Customer places the selected product in the shopping cart on the [www.webshopneve.hu] website, provides a valid email address attributable to the Customer and the information required to place the order, and creates a user account using the data provided when placing the order.
The user account contains the data and information provided by the Customer during registration and when placing order(s), all data and information relating to the order(s) placed by the Customer (warranty relating to purchased products, invoice, etc.), as well as the products selected/product lists compiled by the Customer on [www.webshopneve.hu].
The Customer must provide accurate information during registration and when placing an order. If the Operator becomes aware that the data provided by the Customer contain partially or entirely false information, it is entitled to restrict the Customer’s access to the user account or exclude the Customer from using [www.webshopneve.hu].
A natural person is entitled to create a user account and make purchases on [www.webshopneve.hu] if they have reached the age of 18 no later than the date on which the account is created.
12.4. Contract – a contract concluded between the Seller and the User ordering a product from the Seller through the [www.webshopneve.hu] website (hereinafter: Customer), without the simultaneous physical presence of the Seller and Customer, in accordance with these GTC.

13. GENERAL INFORMATION

13.1. Registration
The Customer may freely browse and select products in the webshop without registration. Before purchasing, the registration form (registration) must be completed and a password must also be selected. Registration also requires the provision of certain personal data. The Customer may verify the accuracy of the personal data provided. This is done by approving the data. If the Customer does not approve the data, they may delete or correct any of the displayed data.
13.2. Providing an identifier and password means that the natural person registered through the registration process acts personally during the purchase, or that the representative of a legal entity or business association (organisation) without legal personality acts on behalf of the organisation during the purchase.
13.3. Login
Following registration, you may log in at any time using your personal identifier and password.
14. GOVERNING LAW
The contract is concluded in Hungarian and its provisions are governed by the legal system and legislation in force in the Republic of Hungary.
Effective: [DÁTUM]