

General Terms and Conditions

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1. Basic Concepts of the Terms and Conditions

1.1 Service Provider Information:

Name: Löbest Kereskedelmi és Szolgáltató Kft.

Address: 2013 Pomáz, Toldi Miklós u. 28.

Tax Number: 12828638-2-13

Company Registration Number: Cg. 13-09-090989

Account Bank: Budapest Bank

Bank Account Number: 10102103-58929600-01004004

Phone Number: +36 26 262 336

Email: info@lobest.hu

Data Management Registration Number: NAIH-72318/2014

1.1.1 Hosting Service Provider Information:

Name: UNAS Online Kft.

Headquarters: 9400 Sopron, Kőszegi út 14.

Tax Number: 14114113-2-08

Phone: +36 99 200 200

1.2 Customer

A person who uses the services of the online store, i.e., who orders goods through the online store's internet interface.

1.3 Carrier

The shipping company appointed by Löbest Kft., which may be Magyar Posta Zrt. or any other courier service.

2. Purpose of the Online Store Terms and Conditions

Löbest Kft. issues the Online Store Terms and Conditions to regulate in detail the terms related to the Online Store Service and its use, the rights and obligations of the Service Provider and the Customer, and other essential circumstances related to the Online Store Service.

The Online Store Terms and Conditions contain the general terms of the legal relationship established between Löbest Kft. and the Customer entering into a contractual relationship with it. Questions not regulated herein shall be governed by the applicable Hungarian laws and regulations, as well as the provisions of the Civil Code, without the need for separate stipulation.

2.1 Publication of the Online Store Terms and Conditions

Acceptance of the Online Store Terms and Conditions by the Customer is a prerequisite for using the online store service. Acceptance is considered to have occurred if the Customer uses the service, i.e., orders goods or makes a purchase.

2.2 Scope of the Online Store Terms and Conditions

Löbest Kft. reserves the right to modify the Online Store Terms and Conditions, in whole or in part, at any time. The Terms and any modifications shall take effect upon publication. The Terms and Conditions shall remain in effect as long as the Online Store Service is provided by the Online Store Provider.

3. The Online Store Service

Löbest Kft. provides the Online Store Service to the Customer under the following conditions:

3.1 Territorial Scope of the Online Store Service

The data network management interface maintained by the Online Store Provider is accessible both domestically and internationally due to the nature of the internet. However, Löbest Kft. only accepts orders addressed to the territory of the Republic of Hungary.

3.2 Responsibility for Website Content

We strive to compile and publish the data and information appearing on our website with the utmost care and after multiple checks. Nevertheless, it cannot be excluded that due to editorial or other reasons, incorrect, misleading, or incomplete data may appear on our website in some cases. Considering that the information available on our website is for informational purposes only, Löbest Kft. does not accept responsibility for the complete accuracy of the data, documents, information, images, diagrams, charts, and graphics appearing on the website or their suitability for the intended use by you. Accordingly, all related risks are borne entirely by you. Consequently, Löbest Kft. shall not be liable for any direct or indirect damages, expenses, or costs of any kind that may arise for you in connection with the use of this information, including damages related to data loss and lost profits.

4. Formation and Modification of the Online Store Contract

4.1 General Characteristics

The Contract is concluded by placing an order on the Service Provider's Internet interface and by accepting these Terms and Conditions. A prerequisite for purchasing in the online store is providing shipping data and contact information. Orders are created when the Buyer finalizes and confirms the Order. Löbest Kft. reserves the right to delete order data and invalidate orders if the authenticity or clarity of the order data is questionable upon receipt.

4.1.1 The order constitutes a contract concluded electronically, subject to Act V of 2013 on the Civil Code, Act CVIII of 2001 on Electronic Commerce Services and Certain Issues Related to Information Society Services. The contract falls under Government Decree 45/2014 (II.26.) on detailed rules of contracts between consumers and businesses, and takes into account the provisions of the European Parliament and Council Directive 2011/83/EU on consumer rights.

4.2 Modification and Cancellation of Orders

An order can be modified or cancelled until the shipping confirmation email (which includes the delivery date and the tracking number) has been sent. Modifications or cancellations can be made by phone, email, or independently by logging into the webshop. Withdrawal of the order is only possible before the package is dispatched or handed over to the courier.

If the Buyer does not cancel the order as described above and refuses to accept the goods, Löbest Kft. will charge the shipping cost (both ways) regardless of whether shipping was free for the product. Failure to fulfill this payment obligation will result in legal enforcement.

4.3 Payment Terms

The Buyer shall pay the price of purchased goods and services in advance via bank transfer to Löbest Kft.'s bank account or in cash upon receipt from the Carrier. The Carrier issues a receipt upon cash payment. Löbest Kft. does not accept partial fulfillment, and the Carrier cannot accept partial payments. The Buyer may accept all items of the order at once or refuse to accept the entire order.

Detailed information about available payment and shipping methods can be found at the following link: [ARS - payment](#)

4.4 Delivery Terms

Since shipping costs depend on the weight and value of the ordered goods, the Buyer can select the shipping method before finalizing the order, where the online store shows the exact shipping cost. The terms described here do not apply to tractor orders, which are subject to separate contracts due to the high value and weight. Delivery time for in-stock items is 72 hours; in other cases, delivery time will be notified by email or phone.

Detailed information about available payment and shipping methods can be found at the following link: [ARS - shipping](#)

4.5 Shipping Methods

4.5.1 Postal Cash on Delivery

The Buyer pays the postal employee handing over the goods the total amount covering the price of the goods and the shipping cost. Delivery time is 2 business days. The maximum weight per shipment is 40 kg; the maximum cash on delivery amount collectible is HUF 500,000. Postal services cannot be used if these conditions are not met.

If Löbest Kft. cannot fulfill the order within the deadline specified above, they will consult the Buyer by phone or email regarding the delivery time.

4.5.2 Courier Service

The Buyer pays the courier delivering the goods the total amount covering the price of the goods and the shipping cost. Delivery time is 2 business days. The maximum weight per package is 50 kg.

For in-stock products, if the order is received by 12:00 PM, delivery will take place the next business day.

If Löbest Kft. cannot fulfill the order within the deadline specified above, they will consult the Buyer by phone or email regarding the delivery time.

4.6 Failed Delivery

In general, the Carrier will attempt delivery twice. After two unsuccessful attempts, Löbest Kft. will declare the order invalid and cancel it.

5. Rights and Obligations of the Buyer

5.1. Right of Withdrawal

The Buyer has the right to return the ordered product to the Service Provider in full within 14 days. According to Government Decree 17/1999 (II.5.) on contracts concluded at a distance, the costs of return shipment shall be borne by the Buyer. To avoid disputes, Löbest Ltd. records a video of the package containing the returned goods being opened. The Service Provider is obliged to refund the price of the goods to the Buyer within 14 days from the receipt of the package.

The provisions of this section apply exclusively to natural persons acting outside their profession, occupation, or business activity, who purchase, order, receive, use, or otherwise benefit from goods, as well as those who are the recipients of commercial communications or offers related to the goods (hereinafter referred to as the "Buyer").

The Buyer is entitled, in the case of a sales contract, to withdraw from the contract within fourteen (14) days without giving any reason, starting from the day

- a) of receipt of the product, or
- b) if multiple products are delivered, from the day of receipt of the last product,

by the Buyer or a third party designated by the Buyer other than the carrier. The Buyer may exercise the right of withdrawal also in the period between the conclusion of the contract and the receipt of the product.

The Buyer is not entitled to the right of withdrawal

- in the case of the sale of sealed audio or video recordings, or sealed computer software if the packaging has been unsealed after delivery;
- in the case of products that are not pre-manufactured and are made according to the Buyer's instructions or explicit request, or products clearly personalized for the Buyer.

5.1.1. If the Buyer wishes to exercise the right of withdrawal, they must send an unequivocal statement of withdrawal (a downloadable withdrawal form is available) to the Service Provider using the contact details provided in point 1 of these Terms and Conditions, e.g., by mail or electronically. The Buyer exercises the right of withdrawal in time if the withdrawal statement is sent to the Service Provider before the expiry of the above deadline.

5.1.2. The Buyer bears the burden of proof that the right of withdrawal was exercised in accordance with the provisions set out in point 7.

5.1.3. In both cases, the Service Provider shall immediately confirm the receipt of the Buyer's withdrawal statement by email.

5.1.4. Withdrawal by written statement shall be deemed timely if the Buyer sends the declaration within 14 calendar days (including the 14th day) to the Service Provider.

5.1.5. In the case of notification by post, the date of posting shall be considered; in the case of notification by email, the sending time of the email shall be considered for deadline calculation. The Buyer should send the letter as a registered mail to provide credible proof of the posting date.

5.1.6. In case of withdrawal, the Buyer is obliged to return the ordered product to the address of the Service Provider indicated in point 1.1 without undue delay, but no later than 14 days from the communication of the withdrawal declaration. The deadline is deemed to be met if the Buyer sends (posts or hands over to the courier ordered by them) the product before the expiry of the 14-day deadline.

5.1.7. The cost of returning the product to the Service Provider's address shall be borne by the Buyer. The Service Provider is not obliged to accept packages returned with cash on delivery. Other than the cost of returning the product, the Buyer shall not bear any further costs related to the withdrawal. At the Buyer's request, the Service Provider shall arrange the return shipment, and requests for this can be sent to the contact details provided in point 1.1.

5.1.8. If the Buyer withdraws from the contract, the Service Provider shall immediately, but no later than 14 days from receipt of the withdrawal declaration, refund all payments made by the Buyer, including delivery costs (except for additional costs arising from the Buyer's choice of a delivery method other than the least expensive usual delivery method offered by the Service Provider). The Service Provider may withhold the refund until it has received the product back or the Buyer has provided credible proof of return — whichever occurs earlier shall be decisive.

5.1.9. The refund shall be made using the same payment method as the original transaction, unless the Buyer expressly agrees to a different method; in this case, the Buyer shall not incur any fees because of the refund method.

5.1.10. The Buyer may only be held liable for any diminished value of the product resulting from handling the product beyond what is necessary to establish its nature, characteristics, and functioning.

5.1.11. The Consumer may not exercise the right of withdrawal and termination

- a) in the case of contracts for the provision of services, after the full performance of the service, if the Service Provider started performance with the Consumer's express prior consent and the Consumer acknowledged that they would lose their right of withdrawal after full performance of the service;

- b) In the case of a product or service whose price or fee depends on fluctuations in the financial market that are beyond the control of the Provider, and which may vary during the withdrawal or termination period;
- c) In the case of a non-prefabricated product that is manufactured according to the consumer's instructions or at the consumer's explicit request, or in the case of a product clearly personalized for the consumer;
- d) In the case of perishable goods or goods with a short shelf life;
- e) In the case of sealed products which cannot be returned for health protection or hygiene reasons once unsealed after delivery;
- f) In the case of products which, by their nature, are inseparably mixed with other items after delivery;
- g) In the case of alcoholic beverages whose actual value depends on market fluctuations beyond the control of the Provider, and whose price was agreed upon by the parties at the time of concluding the sales contract, but the contract is fulfilled only after the thirtieth day following the conclusion;
- h) In the case of a Service contract where the Provider visits the consumer at the consumer's explicit request to carry out urgent repair or maintenance work;
- i) In the case of the sale of sealed audio or video recordings, or computer software copies, if the consumer has unsealed the packaging or used the activation code after delivery;
- j) In the case of newspapers, journals, and periodicals, except for subscription contracts;
- k) In the case of contracts concluded at public auctions;
- l) Except for housing-related services, in contracts for accommodation, transportation, passenger car rental, catering, or services related to leisure activities, if a specific performance date or deadline has been agreed in the contract;
- m) In the case of digital content not supplied on a tangible data carrier, if the Provider has begun the performance with the consumer's explicit prior consent, and the consumer simultaneously acknowledged that by beginning performance, they lose their right of withdrawal or termination.

5.2 Please pay special attention to the following:

5.2.1 The integrity of goods returned by post will be personally checked by our staff, and the refund will be sent to the buyer's address or transferred to the bank account provided by the buyer within 14 days of receipt of the goods at the latest.

5.2.2 If the product has been used by the buyer and cannot be returned in complete packaging and without damage, we do not accept the product back and will return it to the buyer at their own expense.

6. Warranty

We provide a warranty for all products sold in the ARS-shop.hu online store for at least 12 months. Exceptions are made for professional use, where the warranty is limited to 6 months, and for rental use, where the warranty is limited to 3 months. Furthermore, the provisions of Government Decree 151/2003 (IX. 22.) apply to the product warranty. To avoid malfunctions, please carefully read the Hungarian-language user manual of the machine before commissioning.

Some questions related to the warranty: (excerpt)

- Warranty rights can be enforced by the owner of the consumer product if they qualify as a consumer (Civil Code §685(d)).
- The warranty period begins on the day the consumer product is handed over to the consumer or, in the case of a product subject to mandatory commissioning, on the day of commissioning.
- Warranty claims can be enforced with the warranty certificate.
- The obligation to fulfill the warranty lies with the consumer.
- The consumer may also enforce their claim for repair directly with the repair service (service center) indicated on the warranty certificate by the distributor.
- Consumer products with fixed installation, as well as those heavier than 10 kg which cannot be transported as hand luggage on public transport, must be repaired at the site of operation. If the repair cannot be performed on-site, the distributor shall take care of dismantling, reinstallation, and transport to and from the site.
- If the consumer product malfunctions within three working days from purchase, the distributor is obliged, upon the consumer's request, to replace it provided the malfunction prevents proper use.
- Commissioning and adjustment of the device are not covered by warranty repair obligations; these services are provided by the service center at the customer's request and may incur an additional fee.
- Prolonged storage under improper conditions may degrade the technical condition of the consumer product. In such cases, the device must be inspected before commissioning to ensure safe operation. The inspection cost is also not covered by warranty obligations.
- The warranty does not affect the consumer's statutory rights.
- Warranty claims can be enforced against the distributor by presenting proof of payment, and this shall be considered as the conclusion of the contract. We kindly draw the attention of our customers to keep their invoice/receipt to unequivocally prove the conclusion of the consumer contract.

Legislation and regulations on warranty and liability:

Government Decree 151/2003 (IX. 22.); Civil Code §685(e); Civil Code §§305–311/A; GKM Decree 49/2003 (VII. 30.).

Warranty will be void in the following cases:

- Neglecting the maintenance prescribed by the manufacturer
- Any damage caused by repair or maintenance methods not performed according to instructions
- If the machine was disassembled or tampered with by anyone other than an authorized service center
- Improper or unintended use
- Use exceeding technical specifications
- Use of non-original parts, improper fuel, or oil
- Modifications made to the machine
- Normal wear and tear or abrasion
- Damage caused by improper transport or storage

7. Replacement or correction of lost warranty certificate and invoice

Lost or destroyed warranty certificates or invoices can only be replaced for a separate fee. The cost of replacing a warranty certificate is HUF 2,000, while an authentic copy of the invoice or any modification or correction thereof costs HUF 1,000. An exception applies if the absence or error occurred due to our fault and is reported to us within 8 days of receipt. Invoice data can only be modified on the day of issuance.

8. Liability for defects (Warranty)

8.1. Liability for defects in goods (Warranty)

8.1.1. In case of defective performance by the Service Provider, the Customer may enforce warranty claims against the Service Provider. In the case of a consumer contract, the Customer may enforce warranty claims within a 2-year limitation period starting from the date of receipt for those product defects that already existed at the time of product delivery. The Customer cannot enforce warranty rights after the 2-year limitation period.

8.1.2. In contracts not concluded with consumers, the entitled party may enforce warranty claims within a 1-year limitation period

from the date of receipt.

8.1.3. The Customer may choose to request repair or replacement, except where the chosen claim cannot be fulfilled or would result in disproportionate additional costs for the Service Provider compared to fulfilling another claim. If the Customer has not requested or could not request repair or replacement, they may demand a proportional price reduction or repair the defect themselves or through a third party at the Service Provider's cost, or ultimately withdraw from the contract. Withdrawal is not permitted due to minor defects.

8.1.4. The Customer may switch from one warranty claim to another but shall bear the costs of switching, except if justified or caused by the Service Provider.

8.1.5. The Customer is obliged to notify the Service Provider of the defect immediately after its discovery, but no later than within two months from discovering the defect.

8.1.6. The Customer may enforce warranty claims directly against the Service Provider.

8.1.7. Within six months from the performance of the contract, the only condition for enforcing the warranty claim besides notifying the defect is that the Customer proves the product was purchased from the Service Provider (by presenting the invoice or its copy). In this case, the Service Provider is exempted from warranty only if they rebut this presumption by proving that the defect occurred after delivery to the Customer. If the Service Provider proves that the defect was caused by the Customer's fault, they are not obliged to satisfy the warranty claim. After the six-month period, the Customer must prove that the defect existed at the time of delivery.

8.1.8. If the Customer enforces a warranty claim concerning a separable part of the product regarding the specified defect, the warranty claim is not considered enforced for other parts of the product.

8.2. Product Warranty

8.2.1. In case of a defect in the product (movable property), the customer classified as a consumer may, at their choice, enforce either the right defined in section 9.1 or a product warranty claim.

8.2.2. However, the Customer is not entitled to enforce both warranty claims and product warranty claims simultaneously for the same defect. If a product warranty claim is successfully enforced, the Customer may enforce warranty claims related to the replaced or repaired part directly against the manufacturer.

8.2.3. As a product warranty claim, the Customer may only request repair or replacement of the defective product. The Customer bears the burden of proof for the defect in case of a product warranty claim.

8.2.4. A product is considered defective if it does not comply with the quality requirements applicable at the time it was placed on the market or if it lacks the properties described by the manufacturer.

8.2.5. The Customer may enforce product warranty claims within two years from the product's placement on the market by the manufacturer. After this period, the right expires. The Customer must notify the manufacturer of the defect without delay after its discovery. Notification within two months of discovering the defect shall be deemed without delay. The consumer is liable for any damage caused by delay in notification.

8.2.6. The Customer may exercise product warranty claims against the manufacturer or distributor (Service Provider) of the movable item.

8.2.7. According to the Civil Code, the manufacturer is the producer and distributor of the product.

8.2.8. The manufacturer or distributor (Service Provider) is exempt from product warranty obligations only if they can prove that:

- The product was not manufactured or placed on the market within their business activity, or
- The defect was not detectable at the time of placing the product on the market according to the state of science and technology, or
- The defect arises from legal regulations or mandatory official requirements.

8.2.9. To be exempt, the manufacturer or distributor (Service Provider) only needs to prove one of the above reasons.

9. Legal enforcement options

9.1. Complaint Handling

The Customer may submit consumer complaints related to the product or the Service Provider's activities via the direct contacts provided in section 1.1 on weekdays from 8:00 a.m. to 4:00 p.m.

According to applicable law, verbal complaints shall be investigated immediately by the Service Provider and remedied if the nature of the complaint allows. If the Customer disagrees with the handling of the complaint or immediate investigation is not possible, the Service Provider shall promptly record the complaint and its position in a report, and provide a copy of the report to the Customer.

- In the case of a verbal complaint made in person, the Service Provider shall immediately hand over a copy of the complaint to the Customer on site.
- In the case of a verbal complaint made by phone, the Service Provider shall send it to the Customer at the latest simultaneously with the substantive response specified in the section regarding written complaints, and thereafter proceed according to the provisions applicable to written complaints.

The Service Provider is obliged to assign a unique identification number to any verbal complaint made by phone to facilitate traceability of the complaint. This number must be communicated to the Customer.

The Service Provider shall examine and respond substantively to the written complaint within thirty days of receipt and take measures to ensure that the reply reaches the Customer. If the Service Provider rejects the complaint, it is obliged to justify its position in the substantive response rejecting the complaint.

The Service Provider is required to keep the minutes of the complaint and a copy of the response for five years.

9.2. Other Legal Enforcement Options

If a consumer dispute between the Service Provider and the Customer is not resolved through negotiations with the Service Provider, the following legal enforcement options are available to the Customer:

- **Filing a complaint with consumer protection authorities:** If the Customer notices a violation of their consumer rights, they are entitled to file a complaint with the consumer protection authority competent according to their place of residence. After evaluating the complaint, the authority will decide whether to conduct a consumer protection procedure.
- **Conciliation Board:** To resolve consumer disputes related to product quality, safety, product liability rules, and the conclusion and performance of contracts outside of court amicably, the Customer may initiate proceedings before the conciliation board operating alongside the professional chamber competent according to their place of residence.
- **Court proceedings:** The Customer is entitled to enforce their claim arising from a consumer dispute before the court through civil proceedings according to Act IV of 1959 on the Civil Code and Act III of 1952 on the Code of Civil Procedure.

Contact details of the Pest County Conciliation Board:

- Address: 1119 Budapest, Etele út 59-61. II. floor, room 240
- Mailing address: 1364 Budapest, Pf.: 81
- Phone: (+36-1) 269-0703
- Email: pmbekelteto@pmkik.hu

10. Downloadable attachments:

- **Withdrawal/Termination Information**
- **Sample Withdrawal/Termination Declaration**
- **Information on Warranty for Defects, Product Guarantee, and Manufacturer's Warranty**