Information on the Warranty for Defective Performance, Product Warranty and Guarantee

1. Warranty for Defective Performance (Legal Warranty)

When can you exercise your warranty rights for defective performance?

In the event of defective performance by Löbest Kft. (address: 2013 Pomáz, Toldi Miklós u. 28.), you may enforce a claim for defective performance against the company in accordance with the rules of the Hungarian Civil Code.

What rights are you entitled to under your claim for defective performance? You may, at your choice, request:

- **repair or replacement**, unless the chosen remedy is impossible or would result in disproportionate additional costs for the business compared to another available remedy.
- If you did not or could not request repair or replacement, you may **demand a proportionate price reduction**, **repair the defect at the expense of the business**, or have it repaired by someone else, or as a last resort **withdraw from the contract**.

You may switch from the chosen remedy to another, but you must bear the cost of such switch unless it was justified or the business provided the reason for it.

What is the time limit for exercising your rights for defective performance?

You must report the defect **without delay**, but no later than **two months** from the date of discovery.

Please note that your warranty rights **expire after two years** from the date of performance of the contract. In the case of second-hand goods, this period is a maximum of **one year**.

Who can you assert your warranty claim against?

You can assert your claim against the business, i.e., Löbest Kft.

What are the other conditions for exercising your warranty rights?

Within **six months** from the date of performance, your warranty claim is valid upon reporting the defect, provided you can prove that the product or service was provided by Löbest Kft. After six months, you must prove that the defect already existed at the time of performance.

2. Product Warranty

When can you exercise your product warranty rights?

In the case of a defect in a **movable item (product)**, you may – at your choice – enforce your rights under point 1 or make a product warranty claim.

What rights are you entitled to under a product warranty claim?

Under the product warranty, you may only **request the repair or replacement** of the defective product.

When is a product considered defective?

A product is considered defective if:

- it does not meet the quality requirements in force at the time it was placed on the market, or
- it does not have the properties described by the manufacturer.

What is the time limit for exercising your product warranty rights?

You may exercise your product warranty claim within **two years** from the date the product was placed on the market by the manufacturer. After this period, you lose this right.

Against whom and under what conditions can you enforce your product warranty claim?

You may only assert your product warranty claim **against the manufacturer or distributor** of the movable product.

In case of a product warranty claim, **you are responsible for proving the defect** of the product.

Under what circumstances is the manufacturer (or distributor) exempt from product warranty obligations?

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

- the product was not manufactured or distributed in the course of their business, or
- the defect could not have been detected given the current state of science and technology at the time the product was placed on the market, or
- the defect in the product arises from the **application of legislation or a mandatory official regulation**.

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

Please note that you cannot enforce a warranty for defective performance and a product warranty claim simultaneously for the same defect. However, if your product warranty claim is successful, you may enforce a warranty for defective performance against the manufacturer for the replaced product or repaired part.

3. Guarantee (Commercial Warranty)

When can you exercise your rights under the guarantee?

In the event of defective performance, Löbest Kft. is obligated to provide a guarantee.

When is the business exempt from its guarantee obligation?

The business is only exempt from its guarantee obligation if it proves that **the cause of the defect arose after the performance**.

Please note that you may not simultaneously enforce a claim for warranty for defective performance and a guarantee, or a product warranty and a guarantee for the same

defect.

However, the rights granted under the guarantee are **independent** of your rights defined in points 1 and 2.