

General Terms and Conditions

'Little flamingos' online shop

The aim of the present General Terms and Conditions (hereinafter referred to as **GTC**) is to fully regulate on the one hand the contractual relationship concluded between the individual entrepreneur Gulyás Gréta (registered seat: H-8500 Pápa, Téglagyári út 6., Hungary, tax number: 55744999-1-39) (hereinafter referred to as **Service Provider**) and the Customer (hereinafter referred to as **Customer**) using the electronic commercial services provided by the Service Provider and on the other hand the terms of use of the 'Little flamingos' online shop (hereinafter referred to as **Online shop**).

1. General terms

By purchasing via an electronic order in the Online shop a sales contract is concluded between the Service Provider and the Customer in accordance with the conditions specified in the present GTC. At the same time as submitting the order in the Online shop, the Customer accepts and acknowledges the provisions of the present GTC as binding on him / her.

The contract shall be considered to be concluded electronically but not in writing, the content of the contract is only filed and archived electronically by the Service Provider, provided that the contract is subsequently accessible and retrievable. Service Provider calls the Customer's attention, in that case if the Customer accepts the Hungarian version of the GTC, the contract is concluded between the Parties in Hungarian. In that case if Customer declares the acceptance of the provisions of the GTC in English, the language of the contract concluded between the Parties will be English. Service Provider informs the Customer that the Service Provider does not submit to the provisions of any code of conduct.

The operator of the Online shop is the individual entrepreneur Gulyás Gréta. The data of the Service Provider are the following:

Name: **Gulyás Gréta - individual entrepreneur**

Registered seat: **H-8500 Pápa, Téglagyári út 6., Hungary**

Registration number: **54470053**

Postal address: **H-8500 Pápa, Téglagyári út 6., Hungary**

Tax number: **55744999-1-39**

Phone: **+36-30/829-02-07**

E-mail: **info@littleflamingos.com**

Data of the website's hosting provider: **Rackhost Zrt.** (address: 6722 Szeged, Tisza Lajos körút 41., phone: +36 1 445 1200, telefax: +36 1 445 1201, e-mail: info@rackhost.hu, website: www.rackhost.hu)

Service Provider informs the Customer that the Website works with all browsers and operating systems. The communication of the Website takes place via HTTPS protocol, ie. the communication is encrypted, the data traffic through the Website is private. The security of the Website and the Online shop is at an adequate level and use of them does not pose a risk to users, however, the Service Provider recommends to always use software that provides protection against viruses and spyware on the computer or smart device used by the Customer and to always install security updates offered by the operating system running on the Customer's device.

Purchasing in the Online shop presupposes the Customer's knowledge and acceptance of the limitations and error possibilities of IT.

2. The scope of the GTC

Personal scope of the GTC

The scope of these GTC extends to the legal relationship concluded between the Service Provider as a seller and the Customer as a buyer via an electronic order in the Online shop.

Territorial scope of the GTC

The scope of these GTC extends to the Service provided by the Service Provider, regardless of fact whether the Customer's place of residence is located in the country where the Service Provider is domiciled or in another EU or third country during the use of the Service.

Temporal scope of the GTC

This GTC shall enter into force upon its announcement by the Service Provider and shall remain in force until amended or revoked by the Service Provider. The provisions of the GTC in force at the time of submitting the order shall govern the settlement of disputes arising between the Service Provider and the Customer in accordance with the contract concluded on the basis of these GTC.

Substantive scope of the GTC

These GTC shall fully regulate the terms and conditions of the sales contract concluded between the Service Provider as a seller and the Customer as a buyer.

3. The modification of the GTC and the publication of such modification

The current text of the GTC is published on the Website, and the Service Provider shall ensure its continuous availability - including the possibility to download the GTC - for the Customer.

If the GTC is modified by the Service Provider, the amended GTC shall be published on the Website at least fifteen (15) days prior the modifications enter into force. Service Provider shall ensure that the fact of the modification, the scope of the provisions affected by the modification and the date when modifications enter into force can be clearly established for the Customer.

4. Definitions

Service Provider: the individual entrepreneur offering clothing products and related accessories for sale to the Customer in the Online shop operating on the Website.

Customer: natural person over the age of 18, or legal person or other entity without legal personality or other business organization, who/which uses the Service.

Service: such service which can be used in the Online shop after or without free registration, on the basis of which the Service Provider undertakes to sell and deliver the product selected by the Customer.

Product: all of the products which can be purchased in the Online shop and which products the Service Provider undertakes to sell in accordance with the conditions set out in these GTC.

Website: the <https://littleflamingos.com> website operated by the Service Provider where the Little flamingos online shop is available.

Consumer: any natural person acting for purposes outside his trade, business or profession in the course of the ordering and purchasing products covered by the present GTC.

5. Processing of personal data

Service Provider warrants that it controls all personal data coming into its possession in connection with the provision of the services in compliance with the relevant provisions of data protection laws.

Service Provider warrants that its data processing activity is fully in compliance with the General Data Protection Regulation 2016/679 of the European Parliament and the Council (hereinafter referred to as **GDPR**) and – if applicable – the Act CXII of 2011 (Hungary) on the Right of Informational Self-Determination and on Freedom of Information (hereinafter referred to as **Info Act**). Service Provider warrants that it has the necessary legal grounds for the processing of personal data, and that it engages in the data processing activity in the interest of achieving a legitimate purpose, for the duration and the scope of data indispensable for achieving that legitimate data processing purposes.

Service Provider calls the attention that data subjects may exercise their data subjects' rights towards the Service Provider who shall be deemed data controller and the manner and conditions of exercising their rights are included in the Privacy Policy.

The detailed rules of the data processing activity related to the provision of the Service and the rules of the data processing activity exercised by the Service Provider can be found in the Privacy Policy prepared by the Service Provider, which is published on the Website under 'Privacy Policy'.

6. Use of the Service

The purchase in the Online shop is made by electronic order, in the manner specified in the present GTC. Customer must provide the data required for the purchase of the product or its delivery before submitting the order, and the Customer must declare the acceptance of the GTC. The Customer also must declare that she/he has received the necessary information about the processing of his/her personal data and has taken note of its content.

7. Products to be purchased in the Online shop

Products to be purchased in the Online shop are swimsuits, bikinis, swimming trunks for men and children (hereinafter jointly referred to as **swimsuits**) and fitness clothes (hereinafter referred to as **fitness clothes**) and accessories, which suitable for both competitive sports and everyday use. These products are prepared and manufactured individually by the Service Provider according to the needs of the Customer. Service Provider calls the attention that the products displayed in the Online shop are not in stock, all of them are manufactured individually by the Service Provider after the Customer has electronically ordered the chosen product. The products are manufactured within 3-5 weeks after the order has been registered, which is followed by delivery of the product. Service Provider expressly calls the attention that delivery period specified by the Service Provider starts after that the Customer has been notified about the handover of the ordered product to the delivery service provider.

The Service Provider provides detailed information of each product on its own product sheet which covers the main features of the products and the instructions of its use. The Service Provider warrants that all swimsuits, fitness clothes and accessories to be purchased in the Online shop has excellent quality and are original products.

In all cases, the Service Provider encloses a treatment guide with the product delivered to the Customer, which helps the Customer to use the product appropriate and as intended. Treatment guide is sent together with the bill to the e-mail address provided by the Customer in the course of the ordering process.

Provider calls the attention that the pictures showing each product, published in the Online shop, were taken by the Service Provider with the utmost care but having regard to the fact that these pictures serve as illustration of the products, the purchased products may differ from those seen on the Website.

8. Registration process

The Customer may order products as guest or registered user in the Online shop. To establish his/her user account the Customer shall click on 'Log in' menu which is located in the upper right corner of the landing page of the Online shop and must provide his/her e-mail address and after that the Customer must accept the GTC and declare that the information of the processing of personal data has been read and acknowledged by him/her. Service Provider send the initial password required for login to the e-mail address provided by the Customer, which password must be modified after first logged into his/her user account.

Service Provider calls the attention that in case if the Customer does not accept the GTC and/or he/she does not make a declaration of the reading and acknowledgement of the Privacy Policy, the Customer can not submit a valid registration.

To the fulfilment of its contractual obligation, the Service Provider needs certain personal data of the Customer. To log in first 'My account' and then 'Account information' the Customer must provide his/her name, phone number, billing, and delivery data either at the time of the finalization of his/her registration or before submitting the order.

Service Provider informs the Customer that it is secured to correct all keyboarding mistakes in the course of the registration process. Service Provider also informs the Customer that his/her data provided in the course of registration process can be modified at any time by the entering 'My account' menu.

Service Provider expressly calls the attention that the Customer shall be solely responsible for all keyboarding mistakes or for any damages resulting from the provision of false data or the failure to modify personal data if they are changed meanwhile. The Service Provider shall be entitled to delete such registered user account which is the result of an inappropriate or untrue data provision and in case of any doubt, Service Provider shall be entitled to check the accuracy of the data provided by the Customer.

9. Ordering process

Products can be ordered exclusively in the Online shop, by electronic manner. Service Provider is entitled to reject/refuse such orders which were submitted via phone, via post or e-mail, excluding cases when teams submit orders not on an ad hoc basis or the Customer want to use the specific design service. All information related to the order are sent via e-mail to the Customer.

In menu 'Webshop' the Customer may chose the product he/she want to buy, he/she can find the description of the selected product, and he/she can get information about the availability and price of the product. **Service Provider expressly calls the attention that the delivery costs will be charged, and discounts will be validated after providing the information required for the fulfilment of order by the Service Provider.**

Service Provider informs the Customer that in case of swimsuits to be purchased in the Online shop, the Service Provider always displays the style and pattern on the product page by default, in which the Service Provider has manufactured the specimen of the product. If the Customer want to buy the given product in a different style and / or pattern, so he/she can change the style and / or pattern of the product during the order process.

Service Provider calls the attention that the detailed information of the properties of the product, as well as the instructions for its use are included in the label sewn into the product and in a treatment guide provided by the Service Provider.

If the Customer has any questions about the product prior to the purchase, he / she is entitled to contact the Service Provider via the online contact interface of the Website, via e-mail (info@littleflamingos.com), via social media surfaces (Facebook: <https://www.facebook.com/littleflamingos/>, Instagram: <https://www.instagram.com/littleflamingos/>) or via phone (+36-30/829-02-07).

If the product with the appropriate size, pattern and number has been selected, the Customer needs to 'I put in the Cart' when the product will be added to the cart and the system of the Online shop confirms it immediately to the Customer. By clicking on the 'Basket' button, the Customer can view and modify the products he/she wants to buy (add a new product or delete them), or when he/she has finished selecting the products, he/she can start the payment process by clicking on the 'Checkout' button. The Service Provider informs the Customer that the selected products can be also viewed by clicking on the 'Shopping Cart' icon in the top right corner of the Website.

Service Provider calls the attention that by clicking on 'Quick shop' icon on the photo of one of the products available in the Online shop, he/she can start the payment process without opening the product's page.

To finalize the order the Customer must provide all data necessary to deliver the product to the Customer and to invoice the purchase price and delivery costs. The Customer shall be entitled to ask the Service Provider to issue the invoice of the purchase price and delivery costs to the legal entity designated by the Customer; in this case, the data of the legal entity must be provided to the Service Provider.

At the time of finalizing the order the Service Provider provides information to the Customer about the main properties of the selected products, the amount of the purchase price (including VAT), all cost incurred in addition. If the Customer has a coupon entitling to a discount, he/she must first enter the coupon code, and then, if he/she click on the 'Redeem coupon' button, the discount amount will be automatically deducted from the total purchase price to be paid.

After provided the necessary data the Customer can choose from the payment methods which are available in the Online shop. After selecting one of the payment methods submitting an order for the products in the cart shall be considered by the Customer as a purchase offer for the selected products.

Service Provider calls the attention that the order can be submitted only if the Customer acknowledges and accepts the present GTC by clicking the checkbox and if the Customer declares that he/she read and acknowledged of the information provided by the Service Provider of the processing of his/her personal data.

Service Provider expressly calls the attention that by clicking on 'Submit order' button, the Customer is obliged to pay the purchase price of the ordered products and the delivery costs.

The purchase price of the products available in the Online shop is displayed in HUF, but the currency of the purchase price and delivery costs may be modified individually by the Customer from HUF to EUR or from HUF to USD. If the currency is changed, the system of the Online shop displays and the Service Providers confirms the purchase price and delivery costs to be paid in the currency selected by the Customer.

In the event the Customer pays the purchase price and delivery costs in a foreign currency (EUR or USD), the paid amount is settled on the basis of the official HUF / EUR foreign middle exchange rate and the official HUF / USD foreign middle exchange rate valid on the day of submitting the order and published by Raiffeisen Bank Zrt. (Hungary). Service Provider calls the attention that above information about the settlement of the paid amount and they are valid if the amount of the purchase price and delivery costs are credited to the Service Provider's bank account on the day the order is submitted.

If the amount of the purchase price and delivery costs are credited to the Service Provider's bank account one of the following days the order was submitted, the Service Provider reserves the right to settle the amount of the purchase price and delivery costs paid in foreign currency on the basis of the official HUF / EUR foreign middle exchange rate and HUF / USD foreign middle exchange rate published by Raiffeisen Bank Zrt. (Hungary) valid on the day of crediting of the amount. **Service Provider expressly calls the attention that the risk arising from the fluctuations in exchange rates between the date of the submission of the order and the date of the payment is borne solely by the Customer.**

Service Provider expressly calls the attention that the purchase price of the products available in the Online shop applies to the basic pieces indicated there. Service Provider expressly calls the attention that the purchase price of the products covers exclusively the costs arising in connection with the packaging of the products. If the Customer requests for home delivery, the Service Provider is entitled to charge additional delivery costs, the amount of which the Service Provider always informs the Customer in the Online shop before submitting the order.

The appropriate technical means are provided during the entire process to identify and correct keyboarding mistakes before finalizing and submitting the order. **Service Provider calls the attention that data provided by the Customer can not be modified by him/her after the order was submitted.** If, after the order was submitted, the Customer notices that he / she has entered his / her data incorrectly, he / she may indicate this circumstance and the correct data to the Service Provider in writing within 5 (five) working days after the order was submitted via e-mail (info@littleflamingos.com).

Submission of order is immediately confirmed on the interface of the Online shop and also with a message sent to the e-mail address provided by the Customer. Service Provider guarantees the content of the confirmed order and the amount of the purchase price and delivery costs included therein. If the Customer does not receive a confirmation e-mail within 48 (forty-eight) hours from the submission of the order for a reason attributable to the Service Provider, the Customer shall be discharged of the obligations to conclude a contract with the Service Provider. Service Provider shall not be held liable if the confirmation e-mail was not received by the Customer because the e-mail address was entered inaccurately or if the confirmation message e-mail can not be delivered due to hosting problems of the Customer's e-mail account.

The Service Provider shall notify the Customer in a separate e-mail if the Service Provider is unable to fulfill the order within the deadline specified in the present GTC for reasons which are unforeseeable at the time of the confirmation of the order or not attributable to the Service Provider.

If the ordered product has been manufactured, the Service Provider shall notify the Customer in a separate e-mail of the manner and expected time within the product will be delivered to him/her,

The Service Provider reserves the right to change at any time the range of products available in the Online shop unilaterally. Service Provider shall be entitled to determine minimum quantity to be ordered for certain products or groups of products.

If, despite all the care, an incorrect purchase price is displayed in the Online shop – especially but not exclusively the obviously not real purchase prices (purchase price of “0” HUF or “1” HUF due to system error, which is significantly differs from the well-known purchase price of the product) – the Service Provider shall not be obliged to sell the product at the incorrect purchase price but the Service Provider may offer the Customer to buy the ordered product at the correct purchase price and based on that information the Customer may decide to withdraw the order.

The Service Provider shall be entitled to refuse the order in the following cases - in addition to the cases described above:

- unauthorized use of discount coupon by the Customer,
- the financial institution issuing the Customer's credit card does not authorize the transaction in case of payment via credit card,
- Service Provider's online payment provider is unable to validate the transaction, not for reasons attributable to the Service Provider, in case of payment via credit card,
- the Customer has not provided real data or has not provided all data strictly necessary to the fulfillment of the order, and it has become apparent after the order was submitted.

The Customer shall be informed of the detailed rules of any discounts (promotions and prize games) on the products available in the Online shop, in particular the extent and duration thereof, the conditions and restrictions of use and participation. **Service Provider exclusive calls the attention that orders submitted during the promotion period are governed by the terms and conditions specified for the given promotion.**

The Customer may value the products purchased by him/her. To submit an evaluation the Customer must log in his/her user account. To submit an evaluation the Customer shall summarize his/her opinion about the product in his/her own words at the product page and he/she shall send it. The product may be evaluated by using the star icons on the evaluation form. Service Provider reserves the right to delete such evaluations at any time which harm or may harm the legitimate business interests or the reputation of the Service Provider or third parties.

10. Payment methods

The purchase price of the products is always displayed on the Website, which purchase price always includes VAT. Service Provider shall be entitled to change unilaterally the purchase price of the products at any time, provided that such change does not affect the purchase price of products included in orders already submitted and confirmed before.

The electronic confirmation message contains the purchase price of the ordered products and the delivery costs to be paid by the Customer -depends on the selected delivery method. The purchase price and delivery costs of the ordered and delivered product can be paid, unless the Customer selected personal delivery, by one of the following payment methods:

- a. via PayPal, or
- b. via credit card (online card payment), or
- c. via bank transfer.

Convenient and secure shopping in the Online shop is guaranteed on the one hand through the secure payment interface of PayPal (Europe) S.a.r.l.et Cie, S.C.A. (hereinafter referred to as **PayPal**). If the Customer has a PayPal account, he/she can choose this payment method to pay for the selected product.

After the order was submitted, the Customer will be redirected to the interface required to log in to his/her PayPal account where the Customer has to confirm his/her payment intention.

If the Customer does not have a PayPal account, he/she can pay for the ordered product(s) via online credit card payment or bank transfer. The Service Provider informs the Customer that online credit card payments are provided also by PayPal. In case of online credit card payment, the Customer will be redirected to the secure payment interface provided by PayPal where he/she must provide data necessary required for the payment. Service Provider informs the Customer that the Service Provider does not know or process any data – especially but not exclusively credit card data – provided by him/her in the course of the online credit card payment process.

Service Provider calls the attention if the Customer choose the online credit card payment method, the purchase price and the delivery costs can only be paid with a credit card accepted by PayPal and suitable for online shopping purposes. Service Provider informs the Customer that the following types of credit cards are accepted in the Online shop: Mastercard, Maestro, Visa, American Express, Discover, Diners. Furthermore, the Service Provider calls the attention that a credit card payment transaction cannot be revoked after its execution. The system of the Online shop notifies the Customer about an unsuccessful credit card payment transaction, while in case of successful payment the bank account belonging to the credit card of the Customer used during the purchase is immediately debited with the amount of the purchase price and the delivery costs.

Having regard to the fact that the PayPal shall be solely obliged to regularly execute the credit card payment transaction, to process and encrypt the personal data provided by the Customer in the course of the payment process, to guarantee for the secure payment transaction, therefore the Service Provider shall not be responsible for any problems related to credit card payments which falling within the PayPal's competence. Service Provider shall not be responsible for any unsuccessful payment transactions if it was caused by the failure of the internet connection.

In case of bank transfer the amount indicated in the confirmation e-mail shall be transferred to the following bank account of the Service Provider: **IBAN: HU03-12011409-01712904-00100003, SWIFT: UBRT HUHB. Service Provide calls the attention that the bank transfers can be identified if in the remittance data field is indicated the order identification number received in the confirmation e-mail.**

Service Provide expressly calls the attention that if the amount indicated in the confirmation e-mail is not credited to the Service Provider's bank account within 1 (one) working day from the submission of the order, the Service Provider shall be entitled to refuse the performance order without any reason.

If the payment is made via bank transfer, the purchase price and the delivery costs of the ordered products shall be deemed to have been paid if those amounts are fully credited to the Service Provider's bank account. **Service Provide expressly calls the attention that the Service Provider begins to fulfill its contractual obligations if the purchase price and the delivery costs have been fully credited to the bank account of the Service Provider.**

The Service Provider issues an invoice of the amount indicated in the confirmation e-mail and paid by the Customer. The invoice is sent to the Customer via e-mail.

Service Provider calls the attention if the invoice is requested to be issued to another legal entity or organization than the Customer, he/she shall notify the Service Provider about the above request in the course of the ordering process through the online interface of the Online shop before submitting the order.

11. Delivery

If the order has been submitted and the Service Provider has confirmed the order, the Service Provider undertakes to pack up all products ordered by the Customer and deliver them to the Customer at the address provided by him/her. The ordered products are delivered by the courier service selected by the Service Provider, or, in certain cases, it provides the possibility of receiving the ordered products in person. Service Provider calls the attention, if the ordered product must be delivered to abroad (outside the territory of Hungary), the Service Provider is entitled to charge a higher amount of delivery costs. The Service Provider reserves the right not to charge a delivery fee to the Customer if a certain order value is reached. The Service Provider always informs the Customer on the interface of the Online shop whether he/she is entitled to use the free delivery based on the total amount of the order.

On the one hand the Service Provider informs the Customer about the delivery options and the exact amount of the delivery costs payable by the Customer and about the change of them in '*Shipping information*' menu, and on the other hand the above information is displayed on the online interface before submitting the order. Service Provider indicates the deadlines for the delivery of the ordered product in '*Shipping information*' menu. If the Customer may have any question in connection with the delivery of the ordered product, he/she can send a message to the Service Provider's e-mail address (info@littleflamingos.com).

The Customer shall be obliged to check the products immediately after receipt, but no later than within 36 (thirty-six) hours. The Customer shall examine the package containing the ordered product in the presence of the courier upon receipt. If the Customer notices obvious damage on the outside of the package, he/she is entitled to refuse to accept the package, but in that case the Customer shall be obliged to draw up a written report in the presence of the courier. If the Customer accepts the package despite of its damage, the Customer shall be obliged to open the package in the presence of the courier, and in that case if the product in the package is also damaged or missing, the Customer shall be obliged to ask for drawing up a written report from the courier where the damages or the lack of the ordered product must be precisely registered. In case of delivery of a damaged package the Customer shall be obliged to notify the Service Provider about the damages or the lack of the ordered product in writing, without any delay (e-mail address: info@littleflamingos.com).

12. Warranty

The Service Provider shall continuously inform the Customer about the products and their essential characteristics which can be purchased in the Online shop. The products must be suitable for the purposes for which other products of the same kind are normally used, they must have the same quality which is common to products of the same kind, and which may be expected by the Customer, and the products must have all characteristics included in the description of the product provided by the Service Provider.

The Service Provider expressly calls the attention that in the event of any of the following cases, the Service Provider is entitled to reject the Customer's claim for warranty or product guarantee:

- improper use of the product (contact with rough surfaces damages the product, destroying its material);
- unprofessional/ improper handling of the product
(A) swimsuits must be rinsed in lukewarm water after each and it must allow to dry in a ventilated area; it is forbidden to wash or dry the swimsuits in a washing machine, it is forbidden to use spin-dryer or iron)
B) fitness clothing must be washed in a washing machine at low temperature (maximum 40 °C/104 °F) or it must be rinsed in lukewarm water after each use and it must allow to dry in a ventilated area after used one or two times; it is forbidden to use spin-dryer or iron)
- error/problem due to incorrect size selection (size chart is continuously available in the Online shop, which may help the Customer to select the size that fits him/her)
- as a result of the unprofessional / domestic repair performed by the Customer, the error/problem has aggravated, or its cause, origin and extent can no longer be judged.

In which cases the Customer may claim for warranty?

In case of any lack of conformity detected by the Customer, he/she shall be entitled to claim for warranty in accordance with the provisions of Hungarian Civil Code (Act V of 2013 on the Civil Code).

What kind of warranty rights has the Customer?

On the basis of warranty rights, the Customer shall have the option – according to the below claim enforcement order -:

- 1. to choose either repair or replacement, unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the Service Provider as compared to the alternative remedy. Within fifteen (15) days from the receipt of the claim for repair or replacement of the product, the Service Provider shall satisfy the warranty claim without significant damage to the interests caused to the Customer. If the duration of the repair / replacement is expected to exceed fifteen (15) days, the Service Provider shall inform the Customer of the expected duration of the repair / replacement.**
- 2. to ask for a commensurate reduction in the consideration, repair the defect himself/herself or have it repaired at the Service Provider's expense, or to withdraw from the contract in the last case. The Customer is not entitled to withdraw from the contract if the lack of conformity is minor.**
- 3. The Customer shall be entitled to switch from the warranty right he/she has selected to another. The cost of switch-over shall be covered by the Customer unless it was made necessary by the Service Provider's conduct or for other reasons.**

What is the deadline for the enforcement of warranty claims?

The Customer shall be obliged to notify the Service Provider of any lack of conformity without any delay, but at latest within 2 (two) months of the time it was detected. Any lack of conformity shall be deemed to have been notified without any delay if it was reported within two (2) months after it was identified.

The right to warranty shall lapse after 1 (one) year from the delivery date; in connection with contracts which was concluded between consumers and companies, the Customer's right to warranty shall lapse after (2) two years from the delivery date.

Against whom the Customer may claim for warranty?

The Customer may claim for warranty against the Service Provider.

What other conditions are there for the enforcement of the Customer's warranty rights?

Any lack of conformity detected by the Customer within 6 (six) months of the date of performance shall be presumed to have existed at the time of delivery unless this presumption is incompatible with the nature of the thing or the nature of the lack of conformity. In the above case the Customer shall only notify the Service Provider about the defect of the product. However, after 6 (six) months from time of the performance, the Customer shall be obliged to prove that the defect recognized by him/her was already present at the time of performance.

13. Product guarantee

In which cases the Customer may claim for warranty?

In case of any lack of conformity of the ordered product the Customer may be entitled to claim for warranty or product guarantee – at his/her own choice. The Customer shall not be entitled to claim for warranty and product guarantee for lack of conformity at the same time. However, in case of successful enforcement of a warranty claim the Customer may enforce a claim for product guarantee against the manufacturer for the replaced product or its repaired part.

What kind of warranty rights has the Customer?

The Customer may be entitled to ask for the repair or the replacement of the defective product.

In which cases the product shall be considered defective?

The product shall be deemed defective if it does not meet the requirements related to conformity in effect at the time of placing on the market, or it does not meet the specifications provided by the manufacturer.

What is the deadline for the enforcement of warranty claims?

The manufacturer shall remain subject to warranty obligation for a period of 2 (two) years effective from the date of the purchase if the Customer qualifies as a consumer. In other cases, the manufacturer shall remain subject to warranty obligation for a period of 1 (one) year effective from the date of the purchase. The above deadlines shall apply with prejudice.

Against whom the Customer may claim for warranty and under what conditions?

The Customer may only exercise its warranty rights against the manufacturer or the distributor of the product. In the event of a warranty claim, the Customer must prove the defect of the product.

In which case the manufacturer (distributor) shall be relieved of its warranty obligation?

The manufacturer (distributor) shall be relieved of its warranty obligation if able to prove that:

- **the product was not manufactured or placed on the market in the course of the manufacturer's business;**
- **when the product was placed on the market, the existence of a defect can not be discovered because of the state of scientific and technical knowledge; or**
- **the defect of the product was caused by the application of the laws or a regulatory provision prescribed by the authorities.**

It is sufficient for the manufacturer (distributor) to prove one of the above reasons for the exemption.

12. Right of withdrawal / cancellation without any reason

Having regard to the fact that the products offered by the Service Provider in the Online shop are manufactured individually, upon the express request of the Customer, therefore the Customer qualifies as a consumer does not have the right to withdraw or terminate the sales contract without any reason within 14 days based on the Article 29, Section 1, Point C of the 45/2014. (II. 26.) Gov. Decree on the detailed rules of contracts concluded between consumers and companies.

14. Handling of Customer's complaints

The Customer shall be entitled to notify the Service Provider of a complaint related to the order or arising after the receipt of the ordered product. **The Service Provider calls the attention that complaints related to the delivery of the product may be submitted within 48 (forty-eight) hours after receipt of the ordered product. The above deadline shall apply with prejudice.**

The complaint may be submitted in writing via e-mail (flamingos@littleflamingos.com) or via post to the Service Provider's address: H-8500 Pápa, Téglyáři út 6. Hungary. After receipt of the complaint the Service Provider shall examine the complaint without any delay but at latest within 30 (thirty) days after receipt - excluding applications related to the enforcement of the warranty claim, which the Service Provider shall respond within 5 (five) working days of receipt – and the Service Provider shall notify the Customer about the result of such examination. If the complaint is rejected the Service Provider shall notify the Customer about legal remedies and shall provide all necessary information to initiate an appeal procedure or an alternative dispute resolution procedure. The Service Provider shall be obliged to keep a copy of the complaint response for 3 (three) years.

If the complaint is accepted, the Service Provider shall take the necessary measures to remedy the complaint and shall simultaneously notify the Customer about the above decision. In the event of the rejection of the complaint, the Service Provider shall notify the Customer about the reasons of the rejection. **The Service Provider calls the attention, if the Customer accepts the damaged package containing the ordered product from the courier without any written objection, in that case the Customer shall be obliged to prove that the product has been damaged before its receipt by the Customer.**

In the event of a breach of his/her consumer rights the Customer shall be entitled to initiate the procedure of the competent consumer protection authority according to the Service Provider's registered seat or the Customer's address of permanent or temporary residence. Contact details of the competent consumer protection authorities are available here: https://fogyasztovedelem.kormany.hu/#/fogyasztovedelmi_hatosag

The Service Provider calls the attention that the board of arbitration is entitled to investigate and resolve the consumer's individual cases, which means that such cases are referred by the consumer protection authority ex officio to the board of arbitration after receipt.

The Customer may initiate the procedure of the competent board of arbitration. Service Provider shall be bound by an obligation to cooperate in the proceedings of the board of arbitration; the board of arbitration adjudicates the legal dispute out of a court proceeding. The competent board of arbitration according to Service Provider's registered seat is the Board of Arbitration in Veszprém; contact details of the board of arbitration are as follows:

Board of Arbitration in Veszprém

registered seat: H-8200 Veszprém, Radnóti tér 1. (fszt. 115-116.) Hungary

postal address: H-8200 Veszprém, Radnóti tér 1., Hungary

phone: +36-88-814-121

telefax: +36-88-412-150

e-mail: info@bekeltetesveszprem.hu

website: www.bekeltetesveszprem.hu, www.veszpremikamara.hu/bekelteto-testulet

The Customer qualifies as a consumer shall be entitled to initiate the procedure of the competent board of arbitration according to Customer's address of permanent or temporary residence instead of the Service Provider's registered seat. Information of the registered seat, phone number, website address, postal and e-mail address of the competent board of arbitration according to Customer's address of permanent or temporary residence are available here: <https://mkik.hu/a-bekelteto-testuletek-teruleti-honlapjai>

If the Customer's permanent or temporary residence is in one of the EU countries, the User is entitled to use the online dispute resolution platform provided by European Union which serves as a forum for alternative dispute resolution of disputes between Consumers resident in EU against traders established in EU, arising from online sales or service contracts. The European Online Dispute Resolution Platform can be reached directly at the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>

15. Liability

The Service Provider undertakes to recognize the provisions of the present GTC, and all information published on the Website as binding on it, and to act in the manner expected in the given situation in order to fulfill its obligations in accordance with the GTC. Service Provider calls the attention that it does not qualify as a waiver of a right by the Service Provider if the Service Provider does not exercise any right.

If there is an unavoidable obstacle (eg. public health epidemic, flood, earthquake, war, national strike, terrorist act, road accident, government measures of a foreign state, etc.) which makes the delivery of the ordered product impossible, the Service Provider shall immediately notify the Customer and the Service Provider shall pay back to the Customer the purchase price and the delivery costs. Service Provider shall not be liable for any errors or omissions arising from the operation of the Online shop (eg. malfunction, temporary unavailability of the website, etc.)

Information available in the Online shop has been placed in good faith, however, it is for informational purposes only, the Service Provider shall not be responsible for the accuracy or completeness of the information.

Service Provider calls the attention that the non-compliance with the provisions of the GTC shall be deemed as breach of the contract by the Customer, for which the Customer shall be fully liable.

The Customer warrants that the data provided by him/her in the course of the ordering process corresponds to reality, and the Customer undertakes to pay the purchase price and the delivery costs of the product ordered by him/her and to hand over the products delivered to him/her. If the delivery fails due to the fault of the Customer, the Customer shall reimburse the Service Provider for any additional costs arising from such fault.

The Customer may use the Website and the Online shop at his/her own risk, and the Customer accepts that the Service Provider shall not be held liable for any property and non-property damages - except for liability for breach of contract caused by willful misconduct, gross negligence or criminal offense, and any violation of life, bodily integrity, or health - arising by the Customer as a result of the use. Service Provider excludes its liability for the behavior of the visitors and the users of the Website and the Online shop.

16. Copyright

Service Provider calls the attention that the Website is protected by copyright. Service Provider shall be deemed as the owner of the copyright or the legally authorized user of all content displayed on the Website; including photographs, all graphics and other materials, trademarks, layout and editing of the interface of the Website, software and other solutions used by the Service Provider and any ideas.

Printing or saving the content of the Website operated by the Service Provider on a data carrier for private use is only permitted if the Service Provider has given its prior written consent. **Service Provider expressly calls the attention that any further use of intellectual property subject to the copyright protection other than for a private use with the prior written permission of the Service Provider is strictly prohibited.**

Service Provider calls the attention that by using the Website the Customer does not obtain any right to use or utilize any trade name or trademark displayed on the interface of the Online shop. In addition to the intended use of the Website, these intellectual works may not be used or utilized in any other form without the prior written permission of the Service Provider. Violation of the above prohibition will lead to the civil or criminal liability of the Customer.

17. Applicable laws, jurisdiction, competent court

The laws of Hungary shall be applied to all legal relations covered by the present GTC. In issues not regulated by the present GTC, the relevant provisions of the Act V of 2013 on the Civil Code, Act LXXXVI of 1999 on Copyright, Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services, and in matters related to the processing of personal data, the provisions of the GDPR, sectoral legislation containing data protection regulations and, if applicable, the Information Act provisions shall be applied. In addition to the above regulations, for the legal relationship concluded between the Service Provider and the Customer qualifying as a consumer the provisions of the Government Decree 45/2014 (II. 26.) on the detailed rules governing contracts concluded between consumers and companies, and Ministry of National Economy (MNE) Decree 19/2014. (IV. 29.) on the procedural rules for handling warranty and guarantee claims for things sold under a contract concluded between consumers and companies shall be applicable.

The Parties intend to settle disputes between them primarily through negotiations, out of court proceedings. If such negotiations are unsuccessful or dispute settlement is expected to fail, the Central District Court of Buda and the Regional Court of Székesfehérvár have jurisdiction – depending on the value of the lawsuit – over the dispute arisen between the Parties,

The present GTC shall be effective from 24th May, 2021 until its revocation or modification by the Service Provider.