

General Terms and Conditions

1. INTRODUCTION

These General Terms and Conditions (hereinafter T&C) contain the conditions for the use of the service available on the website <https://prop-tech.unassshop.com/> (hereinafter: website) by the user (hereinafter: User). The technical information required for the use of the website, which is not contained in these GTC, is provided by the information available on the website. By using the website, the User acknowledges and accepts the provisions of these General Terms and Conditions.

2. The Service Provider

Name: Prop-tech Kft.

Headquarters: Hungary, H-2509, Esztergom-kertváros, Motorsport u. 1

Mailing address: same

Shop address: unnassshop

Representative's name: Csaba Csunderlik

Company registration number: 11-09-012073

Name of Registering Court: Komárom-Eszterom-County-Court

National TAX number: 13850829-2-11

Community (Eu) tax number: HU13850829

Account managing financial institution: CIB Esztergom

Account number: 10700361-44414605-50000009 (EURO)

IBAN account number: HU46 1070 0361 4441 4605 5000 0005

E-mail address: csaba@prop-tech.hu

Phone number: +36-30-267-03-36

3. Activity on the website

Distribution of motorcycle diagnostic instruments, accessories, parts and services.

4. Terms of condition

4.1. Responsibility

The User may use the website solely at his own risk and accepts that the Service Provider shall not be liable for material or non-material damages arising during use, for breach of contract caused intentionally, by gross negligence, or criminally, as well as for breach of contract that damages life, limb, or health. in addition.

The Service Provider disclaims all responsibility for the behavior of website users and that the User is fully and exclusively responsible for his own behavior.

The User is obliged to ensure that, when using the website, he does not directly or indirectly violate the rights of third parties or the laws.

The Service Provider is entitled, but not obliged, to check the content (for example, comments) made available by the Users during the use of the website, and with regard to the published content, the Service Provider is entitled, but not obliged, to look for signs of illegal activity and assumes no responsibility for them.

4.2. Copyrights

The entire website (texts, images, graphic elements, etc...) is protected by copyright, so it is forbidden to copy, modify or distribute it for commercial purposes!

5. Shopping on the website

5.1. Order process

The website provides users with product presentations and online ordering. The User can browse the website using the menu items. The products are listed in a category system. All sale products available in the store can be found in the Sale products category. Each product is individually marked with the start date and end date of the promotion, or the start date and while supplies last. You can find the products for which the store offers a quantity discount when ordering more than one item under the More for cheaper menu item. In the New products menu, you can find the products that are newly available on the website.

By clicking on the name of the category, you can see the list of products installed in it. If all the products in a given category do not fit on one page, you can use the numbers above and below the products to page. From the product list, the detailed product page can be accessed by clicking on the product name, here you can find out about the detailed characteristics and price of the product you want to order.

On the website, it is possible to search for a product based on a keyword. Product results matching the search criteria are displayed as a list, similar to the categories.

The selected product can be placed in the basket using the basket button, next to the button the required number of pieces can be set. The User can check the contents of the basket using the Basket menu item. Here you can change the quantity of the product in the basket you want to order, or you can delete the given item. You can also use the Empty Basket button to completely empty the basket. The User can continue the purchase process by clicking the Order button. As a second step, it is possible to enter, register, and purchase without registration.

In case of registration and purchase without registration, the User must provide the following data: e-mail address, name, telephone number, billing address and, if different, the delivery address. In addition to the above data, a password must also be entered for registration. The User can find out about the successful registration by e-mail and on the website. The User may request the deletion of his registration from the Service Provider by e-mail, in which case he must register again for a new purchase. The User is responsible for keeping access data confidential. The User is responsible for updating his data and is obliged to notify the Service Provider if he becomes aware that his data has been misused by a third party. In case of forgotten password, a new password can be requested on the website to the registered e-mail address. If the User has previously registered on the website, the order process

can be continued by entering their e-mail address and password.

As the next step of the order, the User must choose the payment and delivery method that suits him. With the help of a summary page, the User can check all the previously entered data and the products they want to order and their quantities. In case of data entry errors, you can use the pencil icon to correct the entered data. If you find everything suitable, you can finalize your order using the Submit Order button. You will receive confirmation of this on the website or by e-mail. If you notice incorrect data after the order has been recorded (e.g. in the confirmation e-mail), you must report it to the Service Provider immediately, but no later than within 24 hours.

Regardless of the intention to order, the User can log in using the Buyer Login window or the Login menu item. After logging in, a Change data menu item appears, where you can change the data you entered during registration, as well as the data of your placed order and track its status.

Other: Do you need to log in to view prices or add products to the basket? Is there a bank card or other online payment option? In these cases, a description of the process. Can a basket be saved for later purchase (automatically or with the help of a button)? Does the store accept coupons? Is there a point collection? Do other order parameters need to be specified? Etc...

5.2. Binding offer, confirmation

The Service Provider informs the User about the confirmation within 48 hours. If the User does not receive this confirmation within 48 hours, the User is released from his obligation to make an offer and is not obliged to take delivery of the ordered products.

The confirmation e-mail contains the data entered during the purchase, the order data, the name and price of the product(s) ordered, the chosen payment and delivery methods, the order number, as well as the User's comments about the order.

5.3. Creation of the contract

It is possible to conclude the contract in Hungarian. Placing an order is considered a contract concluded electronically, which is subject to the provisions of Act CVIII of 2001 on certain issues of electronic commercial services and services related to the information society. the provisions of the law are applicable accordingly. The contract falls under the scope of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between the consumer and the business, and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

The contract is established upon receipt of the automatic confirmation. OBSESSION

In addition to the automatic confirmation e-mail, the Service Provider sends the User a second e-mail (separate acceptance e-mail) within 48 hours, with which the User accepts the offer, and thus the contract is concluded upon receipt of a separate e-mail regarding the acceptance of the offer by the Service Provider is created and not by the receipt of an automatic order confirmation e-mail within 48 hours.

5.4. Registration of the contract

The contract concluded via the website is not considered a written contract, the Service Provider does not file it, and it is not accessible afterwards.

The Service Provider submits to the provisions of any code of conduct and, if so, where such a code of conduct is available.

5.5. Invoice

The Service Provider issues a paper-based invoice for the expected product. The invoice is delivered together with the product in the package.

If the User wants to request a separate invoice for certain items, they must be ordered separately.

5.6. Payment

The list of payment methods provided by the website and their detailed presentation. For examples:

5.6.1. Wire transfer

The user of the product is Prop-tech kft. You can pay by EURO-based account number HU46 1070 0361 4441 4605 5000 0005 held at CIB bank. When paying, the user must indicate the identification number of the order in the notice column.

5.6.2. Cash on delivery ONLY FOR EU countries!

The user can pay the courier for the product cash on delivery. T

5.6.3. CARD

bank card with Barion, Stripe payment service.

5.7. Pickup possible, Delivery

The list of pick-up options and delivery methods provided by the website and their detailed presentation. For example:

5.7.1. MPL courier service Domestic customers

The Product is delivered by Magyar Posta Logistics. The courier service delivers on working days during the week. The User can also request delivery of the product to his workplace. The User can also provide a phone number to assist with the delivery of the package. If the courier cannot find the User at the specified address, he will first look for the User by phone and return the package to the operator of the Webshop.

When receiving the product, the User is obliged to check whether the product is undamaged. If there is damage to the packaging or the product, the User can request the delivery of a report from the courier, because upon receipt of the product from the courier and the signing of the document confirming receipt, the quantity and quality of the product will be accepted, which means that after receipt, the User will only have the right to cancel may live, therefore, after the departure of the person making the delivery, the Service Provider is unable to accept quantity and quality complaints afterwards.

If the packaging or the product is visibly damaged upon receipt, and the damage occurred before the receipt of the goods, the Service Provider will ensure the return or replacement of the product free of charge. The Service Provider assumes no responsibility for damage detected after receipt!

The shipping fee is HUF 2150 The delivery time is 3-5 working days.

In the absence of a different agreement, the Service Provider is obliged to provide (deliver) the product to the Consumer without delay, but no later than thirty days after the conclusion of the contract. In case of delay by the Service Provider, the Consumer is entitled to set an additional deadline. If the Service Provider does not perform within the additional deadline, the Consumer is entitled to withdraw from the contract. The Consumer is entitled to withdraw from the contract without setting an additional deadline if the Service Provider has refused to perform the contract or if the contract should have been performed according to the agreement of the parties or at the specified performance time - and not at any other time - due to the recognizable purpose of the service.

5.7.2. Post office. Domestic customers

The package can stay at the Post Office for up to 10 days and you can pick it up.

5.7.3. Package automat

We can also deliver to parcel machines within Europe

6. Right of withdrawal

6.1. Procedure for exercising the right of withdrawal

The provisions of this point apply only to natural persons acting outside the scope of their profession, independent occupation or business activity who buy, order, receive, use, use goods, as well as the recipient of commercial communications and offers related to the goods (hereinafter referred to as the Consumer).

To withdraw from the contract without reason within fourteen (14) days from the date of receipt of the product, or of the last delivered product in the case of multiple products, by the Consumer or a third party indicated by him, other than the carrier.

The consumer also exercises his right of withdrawal in the period between the date of conclusion of the contract and the day of receipt of the product.

If the Consumer wishes to exercise his right of withdrawal, he must send a clear statement of his intention to withdraw (e.g. by mail, fax or electronic mail) to the Service Provider using the contact details indicated in point 1 of these GTC. For this purpose, the Consumer can also use the withdrawal statement sample attached to the order confirmation e-mail. The Consumer exercises his right of withdrawal within the deadline if he sends his cancellation statement to the Service Provider before the expiry of the above-mentioned deadline.

The Consumer bears the burden of proving that he has exercised his right of withdrawal in accordance with the provisions set out in point 5.

In both cases, the Service Provider will immediately confirm receipt of the Consumer's withdrawal statement by e-mail.

In case of cancellation in writing, it shall be considered valid if the Consumer sends his statement to this effect within 14 calendar days (even on the 14th calendar day) to the Service Provider.

In the case of notification by post, the Service Provider takes into account the date of mailing, and in the case of notification via e-mail or fax, the time of sending the e-mail or fax for the calculation of the deadline. The Consumer sends the letter as registered mail so that the date of posting can be reliably proven.

In the event of cancellation, the Consumer must return the ordered product to the Service Provider's address indicated in point 1 without undue delay, but no later than within 14 days of the notification of cancellation. The deadline is considered to have been met if the Consumer sends the product (post it or hands it over to the courier he ordered) before the 14-day deadline has expired.

The cost of returning the product to the Service Provider's address is borne by the Consumer. The Service Provider is unable to accept the package returned by cash on delivery. Apart from the cost of returning the product, the Consumer will not be charged any other costs in connection with the cancellation.

If the Consumer withdraws from the contract, immediately, but no later than within 14 days from the date of receipt of the Consumer's withdrawal statement, the Service Provider will refund all the compensation provided by the Consumer, including the cost of transportation (paid for delivery), except for the additional costs that arose as a result, that the Consumer has chosen a different mode of transport than the cheapest usual mode of transport offered by the Service Provider. The Service Provider has the right to withhold the refund until the product has been returned, or the Consumer has not proven creditworthy that he has returned it: of the two, the Service Provider takes into account the earlier date.

During the refund, the Service Provider uses a payment method identical to the payment method used during the original transaction, unless the Consumer expressly consents to the use of another payment method; due to the application of this refund method, the Consumer will not be charged any additional costs.

The Consumer can only be held responsible for the decrease in value of the product if it occurred due to use exceeding the use necessary to determine the nature, properties and operation of the product.

6.2. In which cases does the Consumer not have the right of withdrawal

In the case of a contract for the provision of a service, after the completion of the service as a whole, if the Service Provider has started the performance with the express, prior consent of the Consumer, and the Consumer has acknowledged that he loses his right of termination after the completion of the service as a whole.

With regard to a product or service whose price or fee cannot be influenced by the Service Provider, it depends on possible fluctuations in the money market even during the 14-day withdrawal period.

In the case of a non-pre-manufactured product that was produced by the Service Provider based on the Consumer's instructions or at his express request, or in the case of a product that was clearly tailored to the User.

Regarding a perishable product or a product that retains its quality for a short time.

With regard to a product with closed packaging, which cannot be returned after being opened after delivery for reasons of health protection or hygiene.

7. Warranty

7.1. Accessories warranty

In the event of defective performance by the Service Provider, the User may enforce a warranty claim against the company in accordance with the provisions of Act V of 2013 on the Civil Code.

In the case of a consumer contract, the User who qualifies as a Consumer can assert his warranty claims for product defects that already existed at the time of delivery of the product within a 2-year statute of limitations from the date of receipt. After the two-year limitation period, the User can no longer assert his accessory warranty rights.

In the case of a contract not concluded with the Consumer, the User may enforce his warranty claims within the 1-year limitation period from the date of receipt.

The User can - at his or her choice - make use of the following accessory warranty claims: He can request repair or replacement, unless the fulfillment of the claim chosen by the Buyer is impossible or would involve disproportionate additional costs for the company compared to the fulfillment of other demands. If the user did not or could not request the repair or replacement, he can request a proportional reduction of the compensation or the user can repair the defect at the company's expense, or have it repaired by someone else or - as a last resort - withdraw from the contract.

The User may switch from his chosen accessory warranty right to another, but the cost of the switch is borne by the User, unless it was justified or the company gave a reason for it.

The User is obliged to report the error immediately after its discovery, but no later than within two (2) months from the discovery of the error.

The User can enforce his accessory warranty claim directly against the company.

In the event of a defect recognized within six months of the performance (that is, after delivery, receipt), it must be assumed that the defect already existed at the time of performance, unless this assumption is incompatible with the nature of the defect or the

nature of the product. The Service Provider is only released from the warranty if it refutes this presumption, i.e. it proves that the defect of the product occurred after it was handed over to the User. Based on this, the Service Provider is not obliged to accept the User's objection, if he can properly prove that the cause of the error is the result of improper use of the product. However, the burden of proof reverses six months after the performance, i.e. in the event of a dispute, the User must prove that the defect already existed at the time of performance.

7.2. Product warranty

Product warranty can only arise in the event of a defect in a movable thing (product). In this case, the User who qualifies as a Consumer - according to his choice - according to 7.1. you can enforce your right or product warranty claim specified in point.

As a product warranty claim, the User may only request the repair or replacement of the defective product.

The product is considered defective if it does not meet the quality requirements in force at the time it is placed on the market or if it does not have the properties described by the manufacturer.

The User may assert a product warranty claim within two (2) years from the date the product was placed on the market by the manufacturer. After this deadline, you will lose this right.

The User may exercise his product warranty claim only against the manufacturer or distributor of the movable object.

The User must prove the defect of the product in the event of a product warranty claim.

The manufacturer (distributor) is only released from its product warranty obligation if it can prove that:

the product was not manufactured or marketed as part of its business activities, or

the defect was not detectable according to the state of science and technology at the time of placing it on the market or

the defect of the product results from the application of legislation or mandatory official regulations.

It is sufficient for the manufacturer (distributor) to prove one reason for exemption.

Due to the same fault, claims for accessory warranty and product warranty cannot be asserted at the same time, parallel to each other. However, in the case of successful enforcement of a product warranty claim, the User may assert his accessory warranty claim for the replaced product or repaired part against the manufacturer.

7.3. Warranty

151/2003 on the mandatory warranty for certain consumer durables in relation to the mandatory warranty for certain consumer durables. (IX. 22.) Government decree contains regulations. The (objective) scope of the decree only applies to the products sold within the framework of the new consumer contract concluded in Hungary and listed in the annex to the decree.

For the consumer durables listed in the annex to the government decree, the mandatory warranty is 1 year, the starting date of which is the day the product is handed over to the Consumer or, if the commissioning is carried out by the Service Provider or its agent.

8. Legal enforcement options

8.1. Place, time and method of handling complaints

The User may submit consumer objections regarding the product or the Service Provider's activities at the following contact details:

Name: Prop-tech Ltd.

Mailing address: 2509, Esztergom, Motorsport u. 1

Phone number: +36-30-267-03-36

E-mail address: csaba@prop-tech.hu

The Service Provider will remedy the verbal complaint immediately, if it has the opportunity to do so. If it is not possible to remedy the verbal complaint immediately, due to the nature of the complaint or if the User does not agree with the handling of the complaint, the Service Provider will record the complaint - which will be kept for five years, together with the substantive response to the complaint.

The Service Provider is obliged to hand over a copy of the protocol to the User on the spot in case of a verbal complaint made in person (on the premises), or if this is not possible, then proceed according to the rules for written complaints detailed below.

In the case of a verbal complaint communicated by telephone or using other electronic communication services, the Service Provider shall send a copy of the protocol to the User at the latest at the same time as the substantive response.

In all other cases, the Service Provider acts according to the rules for written complaints.

The Service Provider assigns a unique identifier to a complaint recorded on the phone or using another communication device, which simplifies the retrieval of the complaint later on.

The Service Provider shall respond to the complaint received in writing within 30 days. According to this contract, the measure means mailing.

If the complaint is rejected, the Service Provider will inform the User of the reason for the rejection.

8.2. Other Remedies

If any consumer dispute between the Service Provider and the User is not settled during negotiations with the Service Provider, the following legal enforcement options are open to the User:

Filing a complaint with the consumer protection authority,

Initiating the conciliation board procedure (the contact details of the competent Conciliation Board according to the seat of the Service Provider must be indicated),

Initiating legal proceedings,

9. Other

9.1. General Terms and Conditions, modification of prices

The Service Provider may modify these Terms and Conditions, the prices of the products sold on the website and other indicated prices at any time with non-retroactive effect.

9.2. Technical limitations

Shopping on the website presupposes the User's knowledge and acceptance of the possibilities and limitations of the Internet, with particular regard to technical performance and errors that may arise. The Service Provider is not responsible if any operational error is detected in the internet network, which prevents the operation of the website and the purchase.

9.3. Privacy policy

The provider's privacy policy is available at https://prop-tech.unasshop.com/shop_help.php?tab=privacy_policy

10, Date of GTC.

Date of entry into force of these General Terms and Conditions: December 15, 2018