

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1. Data of the Supplier

- Corporate name of the Company: Kokavec és Társa Korlátolt Felelősségű Társaság
- Abbreviated name of the Company: Kokavec és Társa Kft.
- Registered office and correspondence address: H-1063 Budapest, Szív utca 33.
- E-mail address: info@meddyson.com
- Company registration number: Cg. 01-09-277045
- Name of the Registry Court: Court of Registration of the Court of Budapest
- Tax number: 25470369-2-42

2. Fundamental provisions

2.1. The present General Terms and Conditions (hereinafter **GTC**) contain the rights and obligations of Kokavec és Társa Korlátolt Felelősségű Társaság (hereinafter referred to as **Supplier** or **MEDDYSON**) and the Customer (hereinafter **Customer**) using the e-commerce services provided by the Supplier through the meddyson.com website and its country-specific subpages (Supplier and Customer hereinafter referred to as Parties). The GTC apply to all legal transactions and services that take place via the meddyson.com website, regardless of whether performed from Hungary or abroad, by the Supplier or its intermediary.

2.2. The scope of the present GTC applies to all electronic commerce services in Hungary/ Austria/ Belgium/ Bulgaria/ Czech Republic/ Denmark/ Estonia/ Finland/ France/ Greece/ Netherlands/ Croatia/ Ireland/ Poland/ Latvia/ Lithuania/ Luxembourg/ Malta/ Germany/ Italy/ Portugal/ Romania/ Spain/ Sweden/ Slovakia/ Slovenia/ Cyprus, which are provided through the electronic store on the meddyson.com website (hereinafter **Meddyson Webshop** or **Website**). Furthermore, the scope of the present GTC shall apply to all commercial transactions in the territory of Hungary / Austria/ Belgium/ Bulgaria/ Czech Republic/ Denmark/ Estonia/ Finland/ France/ Greece/ Netherlands/ Croatia/ Ireland/ Poland/ Latvia/ Lithuania/ Luxembourg/ Malta/ Germany/ Italy/ Portugal/ Romania/ Spain/ Sweden/ Slovakia/ Slovenia/ Cyprus, which are concluded between the Parties defined in the present GTC.

2.3. Purchases can be made in the Meddyson Webshop by placing an order electronically, as specified in these GTC.

2.4. A significant part of the services of the Meddyson Webshop is available to all users without registration.

2.5. The contract (hereinafter: **Contract**) concluded between the Parties by confirming the order for a product (hereinafter: Product) that can be purchased through the Meddyson Webshop, depending on the sub-site where the Customer actually orders the Product, is considered a written contract concluded in Hungarian/ English; the Supplier shall register it and keep it for 5 years after its conclusion, and it shall be accessible subsequently.

2.6. The Supplier does not submit itself to the provisions of any code of conduct.

2.7. These GTC are permanently available on the following website: https://meddyson.com/us/shop_help.php?tab=terms

2.8. Unless otherwise provided in the Contract, the Contract shall be governed by these GTC. With regard to any issue not regulated in this GTC, the provisions of the effective Hungarian legal regulations must be applied.

2.9. The Parties expressly agree that the form of electronic mail (e-mail) shall be deemed to be equivalent to formal communication between the Parties. The long-term storage of the information transmitted shall be the responsibility of both Parties. Meddyson shall not be liable for any damages resulting from the change of the Customer's e-mail address or any other technical errors. The Customer shall notify Meddyson of these changes / operational errors as soon as possible.

2.10. The most important legal regulations governing the legal relationship of the Parties are as follows:

- Act V of 2013 on the Civil Code (Civil Code)
- Act CVIII of 2001 on E-commerce and Certain Issues Regarding Information Society Services (hereinafter: E-Commerce Act);
- Government Decree 45/2014. (26 February) on Detailed Rules governing contract concluded between consumers and businesses (Government Decree)
- Act CLV of 1997 on Consumer Protection (Consumer Protection Act)
- Act LXXXVIII of 2012 on market surveillance of products.

The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.

2.11. These GTC are effective from 6 November 2021 and shall remain in force until revoked. The Supplier shall have the right to unilaterally modify the terms and conditions of these GTC at any time. The Supplier shall inform the Customer of the amendments via the Meddyson Webshop interface. After the modification, the use of the Meddyson Webshop is subject to the Customer's express acceptance of the modifications via the Meddyson Webshop and in the manner provided there.

2.12. To download the GTC in pdf format, click **here**.

2.13. The Customer is obliged to provide their own, real data when making a purchase. If false data or data that can be linked to another person being provided during the purchase, the resulting Contract shall be null and void. The Supplier shall not be liable if the Customer uses the services of another person in the name of another person.

2.14. The Supplier shall not be liable at all for any delay in delivery or other problem or error that is the consequence of any data supplied wrongly and/or inaccurately by the Customer. The Supplier shall not be liable for any damage or error resulting from the Customer's alteration of the data provided at the time of purchase. The Customer is obliged to notify the Supplier of any changes to the data relating to the purchase. The Customer is also responsible for providing an e-mail address on the Meddyson Webshop page which they are entitled to use.

2.15. The Supplier excludes all liability for any damage to the Customer's mobile phone, given that the Supplier is not aware of the detailed circumstances of the damage and cannot control the occurrence of the damage. The Supplier's warranty applies exclusively to the Products sold by the Supplier on the Meddyson Webshop.

3. Scope of products and services available for purchase

3.1. The Products displayed on the Website can only be ordered online. The essential properties and characteristics of the Products available for purchase, as well as instructions for use of the Products, can be found on the information page of the specific Product, with the detailed actual properties of the Product being contained in the instructions for use enclosed with the Product. The Supplier shall be deemed to have fulfilled its contractual obligations if the Product has more favourable or preferable characteristics than the information provided on the Website or in the instructions for use. If the Customer has any questions about the Product prior to purchase, the Supplier's customer service shall be at the Customer's disposal. Where required by law, the instructions for use of the Product distributed by the Supplier shall be supplied by the Supplier with the Product. If the Customer does not receive the

mandatory instructions for use together with the Product, they shall notify the Supplier's customer service immediately before using the Product, after which the Supplier shall remedy the deficiency without delay. If the Customer requires more information than that provided on the Website regarding the quality, essential characteristics, use or usability of any Product shown on the Website, the Customer may contact the Supplier's customer service, the contact details of which are set out in clause 6.14.

3.2. The images displayed on the Product data sheets may differ from the real ones and are included on the Website for illustrative purposes. The Supplier shall not be liable for any discrepancy between the image displayed on the Website and the actual appearance of the Product.

3.3. The Supplier reserves the right to change the prices of the Products available for ordering on the Website, provided that such changes shall take effect upon their publication on the Website. The change will not adversely affect the purchase price of Products already ordered. When the payment is made online by a Paypal, Stripe credit card, the Supplier shall not refund any money if the price is lowered between the date of sending the electronic payment request and the date of receipt of the Product. The security check of the online payment transaction takes at least 24 hours, and the Product can only be delivered and accepted only once the checks have been completed.

3.4. If, despite all the care taken by the Supplier, an incorrect price is displayed on the Website, in particular a price that is obviously incorrect, e.g. significantly different from the generally accepted or estimated price of the Product, including a gross disparity in value, or a price of "0" Ft or "1" HUF due to a system error, the Supplier is not obliged to deliver the Product at the incorrect price, even if the order is confirmed. In such cases, the Supplier shall offer to deliver the Product at the correct price, in the knowledge of which the Customer may withdraw from the purchase. The Customer may exercise this right of withdrawal without giving reasons.

3.5. The Supplier accepts orders through its Website from the Customer only when the Customer has completed all the fields required for an order. If the Customer fills in a field incorrectly or incompletely, the Supplier will send an error message. The Supplier shall not be liable at all for any delay in delivery or other problem or error that is the consequence of any ordering data supplied wrongly and/or inaccurately by the Customer.

3.6. The purchase price of the Products displayed on the Website is indicated inclusive of VAT and other public charges.

3.7. The purchase price shown next to the Products does not include the cost of delivery. However, no extra packaging costs will be charged.

3.8. Depending on the country-specific sub-page selected on meddyson.com, the price of the Products will be indicated in the currency accepted in the country concerned.

3.9. In the case of a price reduction, the Supplier will display the previous price of the Product offered for sale on the Website. The previous price shall be the lowest price applied by the Supplier for the Products offered for sale on the Website for a period of not less than 30 days prior to the application of the price reduction. If the Product has been on sale for less than 30 days, the previous price shall be the lowest price applied by the Supplier during a period not shorter than 15 days prior to the application of the price reduction. If the price reduction continues progressively, the previous price shall be the price before the first application of the price reduction. The previous price will not be applied to general volume/value-based discounts or other non-price related marketing strategies (e.g. free gift with purchase, free shipping, three for the price of two, two for the price of one promotions).

3.10. If a promotional price is introduced, the Supplier will fully inform the Customer of the terms of the promotion and its exact duration.

4. Ordering procedure

4.1. An order may be placed on the Meddyson Webshop interface without registration, after selecting the Product, using the shopping basket (hereinafter Basket). The Customer can add the selected Products to the Shopping Basket by clicking on the "Add to Basket" button on the page with the Product details after clicking on the individual Product. The contents of the Basket can be viewed and modified by clicking on the Basket icon on the right-hand side of the Website, where the desired quantity of each Product can be specified and the contents of the Basket can be deleted ("X" icon). The Customer can set the quantity of the Product(s) to be purchased on the Website. Once the quantity has been finalised, the contents of the Shopping Basket will be automatically updated. If this does not happen, the Customer can update the contents of the Shopping Basket by clicking on the "Refresh/Update Basket" icon.

4.2. At any stage of the order and until the order is sent to the Supplier, the Customer can correct data entry errors in the order interface on the Website at any time (e.g. delete a product from the Basket by clicking on the "X" icon).

4.3. Once the Customer has finalised the contents of the Shopping Basket, they must enter their personal details, delivery address and (if different from the delivery address) billing address in the interface that appears by clicking on "Checkout".

4.4. After providing the required information, the Customer can click on the "Submit Order" button to submit the order if they choose the cash on delivery payment option.

4.5. If the Customer chooses one of the instant payment options, after providing the necessary details and selecting "Card payment" or "Money transfer", they will be redirected to the payment interface, where they can pay the order amount.

4.6. Before placing the order, the Customer may verify the data provided or send an e-mail to the Supplier at info@meddyson.com with any other requests related to the order.

4.7. The Customer may choose from the following payment methods when making a purchase in the Meddyson Webshop:

4.7.1. The Customer can choose between Simplepay / Cash on delivery payment methods, on condition that

- in the Austria/ Belgium/ Bulgaria/ Czech Republic/ Denmark/ Estonia/ Finland/ France/ Greece/ Netherlands/ Croatia/ Ireland/ Poland/ Latvia/ Lithuania/ Luxembourg/ Malta/ Germany/ Italy/ Portugal/ Romania/ Spain/ Sweden/ Slovakia/ Slovenia/ Cyprus, no cash on delivery payment is possible, only card payment is accepted;

4.8. The Customer will receive an e-mail confirmation from the Supplier after the order has been sent, which confirmation will include the order and payment details. A legal relationship is established between the Parties for the purchase or sale of the Products by the confirmation.

4.9. If this confirmation has not been received by the Customer within a reasonable period, depending on the nature of the service, but not later than 48 hours from the date of sending the Customer's order, the Customer shall be released from any binding offer or to enter into a contract. The order and its acknowledgement shall be deemed to have been received by the Supplier or the Customer at the time when it becomes available to them.

4.10. The Supplier excludes liability for the lack of confirmation if the confirmation is not received by the Customer within the time limit because the Customer has provided an incorrect, erroneous or incomplete e-mail address when finalising the order or because the storage space in his mailbox is full. In such cases, the legal relationship between the Parties shall be established upon sending the confirmation and the Parties shall be obliged to fulfil their contractual obligations as set out in the order.

4.11. In the event of any error or omission in the description of the characteristics of the Product, shipping costs or other data on the Website, the Supplier reserves the right to correct such data. In such cases, the Supplier shall inform the Customer of the corrected data immediately after the error or omission has been detected. In such cases, the Supplier shall not be obliged to deliver the

Product on the basis of the incorrect or incomplete data, but may offer to deliver the Product on the basis of the correct data, in the knowledge of which the Customer may withdraw from the purchase. The customer has this right of withdrawal without giving any reason.

4.12. Correction of data entry errors: in any case, the customer can go back to the previous phase before completing the order process and correct the data entered.

4.13. If the Customer has already sent the order to the Supplier and notices an error in the data contained in the confirmation e-mail, they must notify the Supplier within 1 day.

4.14. An order is deemed an electronically concluded contract, which is governed by Act V of 2013 on the Civil Code and Act CVIII of 2001 on Certain Issues relating to Electronic Commerce and on Information Society. The contract is subject to the provisions of Government Decree 45/2014 (26.02.2014) on the detailed rules of contracts between consumers and businesses and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

4.15. If the Product ordered is not available at the time of placing the order, or the Product cannot be obtained within the period indicated on the Website, or the order cannot be fulfilled for any other reason, the Supplier reserves the right not to accept the order for the Product or to refuse or cancel the order already confirmed, in which case no contract will be concluded between the Parties, and the Customer will be notified thereof. Following such notification, the Customer may choose to wait for the Product to arrive under the changed conditions or to cancel the order. If the Customer accepts the replacement Product offered by the Supplier as a substitute for the Product originally ordered, the contract between the Parties shall be concluded in respect of the replacement Product offered and the Service provider shall be deemed to have performed lawfully if the replacement Product is delivered to the Customer. Any payments made by the Customer in advance will be refunded by the Supplier without delay, but no later than 30 days after the order has been dispatched.

5. Processing and fulfilment of orders, Invoicing

5.1. Orders shall be processed during business hours (8:00-16:00 on weekdays). It is also possible to place an order outside the hours indicated as order processing hours, while if it is placed after the end of working hours, the order will be processed the following day.

5.2. The general time limit for performance is 4-6 working days from the date of confirmation, with the Supplier being obliged to perform the contract within 30 days from the date of their confirmation of the order at the latest.

5.3. The Supplier shall not be liable for any unannounced changes in technical specifications or descriptions due to the Supplier or to reasons beyond the Supplier's control. Partial performance may only be made after prior agreement with the Customer.

5.4. The Customer acknowledges that the sending of the order is subject to payment in the case of electronic payment and cash on delivery.

5.5. The date of performance shall be deemed to be the date on which the Customer takes delivery of the Products from the carrier.

5.6. The Supplier shall deliver the ordered and requested goods to the Customer's premises against the payment of a delivery charge. The Service Provider shall inform the Customer of the delivery charge during the ordering process. The delivery charge shall be determined taking into account the products in the basket. The Supplier shall be entitled to apply different delivery charges for different product categories (including but not limited to: large parcels, small parcels). During certain discount periods, the Supplier will deliver the goods ordered and requested to be delivered free of charge to the Customer's home using its own means of transport or a carrier company, if the gross value of the relevant order is equal to the amount eligible for free delivery as published on the Website or in the relevant Promotion or the Order otherwise complies with the terms of the Promotion. The Supplier is entitled to determine the terms and conditions unilaterally. If the Customer also orders a product that is not covered by the free shipping, the Supplier shall be entitled to charge a shipping fee in connection with that Order. For Orders subject to a shipping costs, the freight charge (delivery charge) shall be borne by the Customer, in such a way that the freight charge will be indicated on the Order Summary screen, on the invoice and in the confirmation email. If the Customer indicates this when placing the second order and the Supplier's feedback indicates that this is still possible, the Supplier may merge the orders, but it is no longer possible to merge the packages already started. The Supplier reserves the right to change the delivery charge, on condition that the change takes effect at the same time as the change is published on the Website. The change will not affect the purchase price of products already ordered.

5.7. The Supplier informs the Customer that the Products will be delivered by the following courier services:

- POST- all other countries

5.8. If the Customer wishes to have the Product delivered outside the countries listed in 2.2, that is only possible if a card payment method is chosen. In such cases, the Supplier's courier partner is POST. The delivery charge will be calculated individually depending on the country of delivery, which the Supplier will inform the Customer in advance.

5.9. The Customer acknowledges that unless otherwise agreed by the Parties the Supplier shall make available the Product to the Customer without delay upon the conclusion of the Contract, at the latest within thirty days. In the event of a delay on the part of the Supplier, the Customer shall be entitled to set a grace period. If the Supplier fails to perform within such additional period, the Customer shall be entitled to withdraw from the Contract.

5.10. The ordered Product may not be collected in person at the Supplier's premises.

5.11. The Supplier shall issue an electronic invoice to the Customer for proof of payment to the email address provided by the Customer after payment of the order. Upon acceptance of the GTC, the Customer agrees to the issuance of an electronic invoice by the Supplier.

6. Right to withdraw

6.1. The provisions of this clause apply only to natural persons acting outside the scope of their profession, occupation or business activity who buy, order, receive, use or make use of goods and who are the addressee of commercial communications or offers relating to goods (hereinafter "consumer"). A Customer who is a consumer is entitled, in the case of a contract for the sale of goods, to withdraw from the contract within thirty (30) days of the date of receipt of

- the goods,
- in case of supply of several products, the last product supplied,
- in the case of a product consisting of several lots or items, the last lot or item supplied,

by the Customer or by a third party other than the carrier and indicated by the Customer, without giving any reason.

6.2. The Customer may also exercise the right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the goods. The Customer shall also have the right of withdrawal during the period prior to the delivery of the goods.

6.3. If the Customer wishes to exercise the right of withdrawal, they must send a clear statement of the intention to withdraw (by post or by electronic mail) to the Supplier at the contact details indicated in clause 6.14 of these GTC during the period of withdrawal. A model declaration for the exercise of the right of withdrawal is set out in clause 6.16 of these GTC.

6.4. The Customer shall bear the burden of proving that they have exercised the right of withdrawal in accordance with the provisions set out in clause 6.3 and in accordance with the applicable legal provisions. If the Customer fails to send the declaration of withdrawal

by the deadline indicated, in a manner that can be justified beyond reasonable doubt, they have not fulfilled the conditions required for exercising the right of withdrawal, and the contract with the Supplier will therefore not be terminated and the contract between the Parties will remain in force.

6.5. If the right of withdrawal is exercised by the Customer, it shall be deemed to have been exercised within the time limit if the Customer sends a written declaration to this effect to the Supplier during the withdrawal period (up to the 30th calendar day).

6.6. In the case of communication by post, the date of posting, in the case of communication by e-mail, the date of sending the e-mail shall be taken into account by the Supplier for the purpose of calculating the time limit. The Customer must post the letter of withdrawal by registered mail in order to provide credible evidence of the date of dispatch.

6.7. In the event of withdrawal, the Customer must return the ordered Product without delay, but no later than 14 (fourteen) days from the date of the communication of their withdrawal, with the courier sent by the Customer. If the Customer wishes to exercise the right of withdrawal from a country not listed in clause 2.2, they may do so by returning the Product in accordance with the general rules.

6.8. The cost of returning the Product shall be borne by the Customer. After making an arrangement with the customer service, the Customer will return the ordered product. The Customer may return the Product to the Supplier only in this manner. When the right of withdrawal is exercised, the Product shall be deemed to have been returned in full when the Customer has handed over all the accessories of the Product to the courier. If the above condition is not fulfilled, the Supplier shall be entitled to exercise its right of retention under clause 6.13 until such time as the Customer has ensured, at their own expense that the Product is returned to the Supplier in full. The Supplier shall not be entitled to take delivery of the Product returned to it by cash on delivery.

6.9. If the right of withdrawal is exercised, the Customer shall not be charged any costs in connection with the return of the Product, except in the case listed in clause 6.7. If the Customer wishes to exercise the right of withdrawal, they shall limit the use of the Product to the extent necessary to determine the nature, characteristics and functioning of the Product. If the Customer withdraws from the contract for the purchase of the Product by unilateral declaration, but has used the Product affected by the withdrawal beyond the extent necessary to determine its nature, characteristics and functioning, they shall be liable for any depreciation in the value of the Product. The Supplier shall apply the amount proportional to this depreciation when refunding the purchase price of the Product affected by the right of withdrawal, i.e. deduct that amount from the purchase price to be refunded. The amount of the depreciation shall be determined on the basis of the nature and value (purchase price) of the Product affected by the withdrawal and the degree of wear and tear resulting from the use of the Product as described above. In addition, the service provider may also claim compensation for material damage resulting from improper use of the Product.

6.10. The Customer shall not have the right of withdrawal in the case of Products which are not prefabricated and have been produced on the Customer's instructions or at the Customer's express request, or in the case of a Product which is clearly personalised for the Customer.

6.11. In accordance with the above-mentioned legislation, the Supplier shall refund the amount paid by the Customer including the delivery charge, immediately upon receipt of the returned Product but no later than 14 (fourteen) days after the return of the Product.

6.12. The Supplier shall use the same payment method as the one used in the original transaction for the refund, unless the Customer expressly consents to use a different payment method. The Customer shall not incur any additional costs as a result of the use of the refund method.

6.13. In the case of cancellation, the Customer shall be obliged to hand over the Products, packed and ready for dispatch, to the courier sent by the Supplier at the agreed time.

6.14. The refund may be withheld by the Supplier until the Product has been handed over to the courier for return or the Customer has confirmed or provided proof beyond reasonable doubt that the Product has been returned (whichever is the earlier).

6.15. The Customer may contact the Supplier with any enquiries or other complaints or requests relating to the right of withdrawal at the following contact details:

Contact information:

e-mail: info@meddyson.com

correspondence address: H-1063 Budapest Szív utca 33.

6.16. Pursuant to Section 8:1.4 of the Civil Code, the right of withdrawal does not apply to a business, i.e. a person acting in the course of their profession, self-employment or business activity.

6.17. The Customer may exercise its right of withdrawal / cancellation by means of the model declaration indicated in this paragraph or by means of an express declaration to that effect.

Template of withdrawal/cancellation notice (complete and return only if you wish to cancel/terminate the contract)

To:

e-mail:

I/we the undersigned hereby declare that I/we am/are exercising my/our right in relation to the contract for the sale of the following product(s) or supply of the following service:

Date of contract / acceptance:

Name of the Customer(s):

Address of the Customer(s):

Signature of the Customer(s): (only for declarations made in hard copy):

Date,.....

6.18. In the case of written withdrawal, it is sufficient to send the withdrawal notice to the Supplier within 30 (thirty) days to one of the contact details suitable for receiving written withdrawals.

7. Warranty, guarantee

Liability for defects

7.1. When shall the Customer be held liable for defects?

The Customer may make a claim against the Supplier on liability for defects as set out in the Hungarian Code for Civil Procedure in case the Supplier operating the Website defaults in performance.

7.2. What rights can the Customer enforce based on our liability for defects?

The Customer may, at their choice, claim the following liability for defects: may request the repair or replacement of Product, except if it is impossible or would entail an onerous surplus cost for the Supplier compared to the fulfilling other claims. If the repair or replacement was not or could not be requested, the Customer may claim a pro rata reduction of the price paid or the Customer may

have the defect repaired or replaced at the expense of the Supplier or, ultimately withdraw from the contract. The Customer may switch from one of its chosen rights of warranty for defects, but the cost of the switch shall be borne by the Customer, unless it was justified or done for a reason due to the Supplier's business.

7.3. What is the deadline for the Customer to make claims under a warranty for defects?

The Customer shall give notice of the defect immediately after becoming aware of it but no later than within two months of becoming aware of it. Please note you may not enforce any warranty rights for defects after a period of two years from the date when the contract was performed; all such claims shall lapse.

7.4. Who can claim against under warranty?

The Customer may assert a liability for defects claim against the Supplier.

7.5. What other conditions are there for enforcing the warranty claims for defects?

Other than giving notice of the defect, there are no other conditions for making warranty claims for defects within six months of delivery, provided that the Customer confirms that the Product or service in question was delivered by the Supplier operating the webshop. On the other hand, after six months have elapsed since delivery, it will be up to the Customer to prove that the defect detected by the Customer has existed already at the time of delivery.

Product liability

7.6. In which cases can the Customer exercise a right to product warranty?

In case of a defect of a movable object (product), the Customer may, at its option, claim under either the warranty for defects or the product liability.

7.7. What rights can the Customer enforce based on a product liability claim?

As a product liability claim, the Customer may only request the repair or replacement of the defective product.

7.8. When is a product deemed to be defective?

A product is deemed to be defective if it fails to comply with the quality requirements in effect at the time it is released to the market, or if it does not have the features included in the product description provided by the manufacturer.

7.9. What is the deadline for making product liability claims?

The Customer may make product liability claims within two years of the date when the Product is released to the market by the manufacturer. Your right will lapse after this deadline.

7.10. Against whom and under what other conditions can you assert a product warranty claim?

The Customer can only exercise the right to a product warranty claim against the manufacturer or distributor of the movable good. The Customer must prove that the Product is defective in order to make a product warranty claim. Two attached pictures and a short description of the complaint are required for the complaint handling, so that the legitimacy of the product replacement can be identified. If the product is eligible for replacement, the cost of delivery of the new product must be reimbursed by the Supplier.

7.11. When is the Service Provider exempt from its product warranty obligations?

The Supplier shall be released from product liability obligation only if it is able to prove that:

- it did not manufacture or distribute the product in the framework of its business activities, or
- the defect was unrecognisable using the technology available at the time of releasing the product to the market, or
- the product defect arises out of the application of legislation or a statutory requirement.

The Supplier needs to prove only one of the above reasons to be released. Please note that you may not make parallel claims for defects under warranty and for product liability due to the same defect. However, if you successfully make a claim under product liability, you may make warranty for defects against the manufacturer in respect of the replaced product or repaired component.

Warranty

7.12. In which cases can the Customer exercise their right to a warranty?

In the event of defective performance, the Supplier operating the Website is obliged to provide a warranty pursuant to Government Decree 151/2003 (22 September) on a mandatory commercial guarantee for certain durable consumer goods.

7.13. What rights and time limits does the Customer have under the warranty?

The period of the mandatory warranty as defined in the Government Decree is set out in the table below. The warranty period starts on the date of delivery of the consumer goods to the consumer or, if the installation is performed by the distributor or its agent, on the date of commissioning. If the Customer commissions the consumer goods more than 6 months after delivery, the warranty period shall start on the date of delivery of the consumer goods.

Sales priceWarranty period

sales price from HUF 10,000 to HUF 100,000:	1 year
sales price of more than HUF 100,000, but not more than HUF 250,000:	2 years
sales price above HUF 250,000	3 years

7.14. When is the Supplier exempted from its warranty obligation?

The Supplier shall be exempted from its warranty obligation only if it proves that the cause of the defect arose after performance. Please note that you may not make both a warranty claim for defects and a warranty claim, or a product warranty and warranty claim for the same defect, but the Customer has the rights under the warranty irrespective of the rights described in the product liability and liability for defects sections.

7.15. The Supplier shall not be liable for damages resulting from natural wear and tear or from faulty or negligent handling, excessive use or other than the specified use or other improper use of the products after the risk of damage has passed.

7.16. Furthermore, a defect shall not be covered by the warranty if it is caused after the Products have been delivered to the Customer, for example if the defect is due to improper storage, incorrect handling, damage or destruction, or to natural disasters.

7.17. If the Customer exercises the right of replacement or repair in the exercise of warranty rights, it shall notify the Supplier's customer service, after which the Supplier shall send a courier to the address indicated by the Customer on a day convenient for the Customer, who shall return the Product(s) affected by the replacement or repair to the Supplier. The Supplier will then inspect the Product(s) and notify the Customer of the expected time for replacement or repair. In the event of replacement or repair, the exercise of warranty rights in respect of the Product shall be subject to the condition that the Product and all accessories are returned by the Customer to the Supplier in full. The costs of returning the Product shall be borne by the Supplier, but the Supplier shall not provide a replacement Product for the duration of the repair.

7.18. If, at the first repair of the Product during the mandatory warranty period the Supplier determines that the Product cannot be repaired, the Supplier shall replace the Product within 8 (eight) days, unless otherwise agreed by the Customer. If the Product cannot

be replaced, the Supplier shall reimburse the Customer within eight days the purchase price indicated on the invoice or receipt issued under the VAT Act, which is presented by the Customer as proof of payment of the purchase price of the Product.

7.19. The Customer may exercise its rights under the warranty by means of the warranty ticket. The Supplier shall provide the Customer with the warranty ticket for the Product in paper/electronic form on the day following the receipt of the Product.

7.20. The Supplier informs its Customers below of the warranty periods granted for each Product under the contractual voluntary warranty:

Description of the Product The duration of the contractual warranty provided by the Supplier, starting from the date of receipt of the Product

3 month warranty

The procedure in the event of a warranty claim under Decree 19/2014 (29 April) NGM

7.21. In the contract between the Customer and the Supplier, the agreement of the Parties may not deviate from the provisions of the Regulation to the detriment of the consumer.

7.22. The Customer is obliged to prove the conclusion of the Contract (with an invoice or even just a receipt).

7.23. The Supplier is obliged to keep records of any guarantee or warranty claim notified by the Customer.

7.24. If the Supplier is not able to declare whether the Customer's guarantee or warranty claim can be met at the time of notification, it is obliged to notify the Customer of its position within five working days in a verifiable manner, including the reasons for the rejection of the claim and the possibility of recourse to an arbitration board.

7.25. The Supplier shall keep the minutes for three years from the date of its recording and shall produce them at the request of the supervisory authority.

7.26. The Supplier shall endeavour to perform the repair or replacement within a maximum of fifteen days.

9. Miscellaneous provisions

9.1. The Supplier may use an intermediary to fulfil its obligations. The Supplier shall be fully liable for any unlawful conduct of the Supplier, as if the Supplier had committed the unlawful conduct itself.

9.2. If any part of these GTC becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining parts shall not be affected.

9.3. If the Supplier does not exercise any of the right arising from the GTC, it shall not be deemed to be the waiver of such right. The waiver of any right is valid only with an expressed written declaration in that regard. The fact that the Supplier does not strictly adhere to a material term or condition of the GTC on one occasion does not imply a waiver of the right to insist on strict adherence to that term or condition in the future.

9.4. The Supplier and the Customer shall attempt to settle any disputes between them amicably.

9.5. By accepting the GTC, the Customer, expressly consents that, if they provide the Supplier with an image that constitutes personal data for the purposes of the performance of the contract, the Supplier may use it for the purpose of manufacturing the Product, as set out in its Privacy Notice.

9.6. The Customer declares and warrants that any photograph, logo, drawing, graphic or other design (hereinafter: **Design**) made available to the Supplier on the website when ordering the Product, or the copyrighted or related rights protected works used by the Customer for the preparation thereof, are owned by the Customer or the Customer has obtained permission from the owner(s) for the use as specified in the order, and as a result, the materials provided to the Supplier do not infringe the copyright or related rights of third parties for the protection of personal data, and their use does not constitute an infringement.

9.7. If the preparation of the Design involves the reproduction or adaptation of any trademark, logo or work protected by law, or the use of an existing trademark, logo or work, the Customer agrees to obtain the permission for the use by the Supplier stated in the order from the relevant right holder(s) in advance, if required under the applicable copyright and trademark law. If any third party wishes to assert a claim against the Supplier for infringement of personal data protection rights, copyrights or trademark rights in connection with the Designs contained in the Products, the Customer agrees to indemnify and hold the Supplier harmless to the full extent within 15 working days of receipt of the Supplier's notification to this effect.

9.8. Furthermore, the Customer also agrees to obtain the consent of the persons, performers and other persons included in the Design for the use of their names and images by the Supplier for the purpose of the manufacture of the Product before the Designs are delivered to the Supplier, and also warrants that the persons involved in the creation of the Design have granted their permission for use in relation to their activities so the Supplier is fully authorised to use the Design for the purpose of the manufacture of the Product in accordance with the terms of the order. The Customer acknowledges that the Supplier is entitled, at its sole discretion, to reject the Designs and refuse to manufacture the Product if there is any suspicion of copyright infringement or trademark infringement. If the order is cancelled for such reason, the Customer shall have no further claim against the Supplier.

9.9. The information on the Website is provided in good faith, but is for information purposes only and the Supplier shall not be liable for the accuracy or completeness of the information.

9.10. The Customer may use the Website solely at its own risk and accepts that the Supplier shall not be liable for any material or non-material damage arising from the use of the Website, in addition to liability for breach of contract caused intentionally, by gross negligence or by criminal offence, or for damage to life, physical safety or health.

9.11. The Supplier excludes all liability for the conduct of the users of the Website. The Customer shall be fully and exclusively responsible for its own conduct, in which case the Supplier shall cooperate fully with the competent authorities in order to detect any infringements.

9.12. The website of the Meddyson Webshop may contain connection points (links) to the websites of other service providers. The Supplier is not responsible for the data protection practices and other activities of these service providers.

9.13. The Supplier is entitled, but not obliged, to check the content that may be made available by Customers when using the Website, and the Supplier is entitled, but not obliged, to look for indications of illegal activity with regard to the published content.

9.14. Due to the global nature of the Internet, the Customer agrees to act in compliance with the provisions of applicable national laws when using the Website. If any activity related to the use of the Website is not permitted under the laws of the Customer's country, the Customer shall be solely responsible for such use.

9.15. If the Customer discovers any objectionable content on the Website, it shall immediately notify the Supplier. If the Supplier, acting in good faith, considers the report to be justified, it shall be entitled to delete the information or to amend it without delay.

9.16. The Website is protected by copyright. The Supplier is the copyright owner or the authorised user of all content displayed on the Website and in the provision of the services available through the Website: any copyright works or other intellectual works (including, but not limited to, all graphics and other materials, the layout, design, editing, software and other solutions, ideas and implementations used).

9.17. The saving or printing of the contents of the Website and parts thereof on physical or other media is permitted for private use or with the prior written consent of the Supplier. Any use other than for private purposes, such as storage in a database, transmission, publication or downloading, commercialisation, etc., is only possible with the prior written consent of the Supplier.

9.18. In addition to the rights expressly provided for in these GTC, the use of the Website or any provision of these GTC does not grant the Customer any right to use or exploit in any way any trade name or trademark displayed on the Website. These intellectual works may not be used or exploited in any form other than for the display, temporary reproduction and private copying necessary for the normal use of the Website without the prior written consent of the Supplier.

10. Complaint handling

10.1. The Supplier aims to fulfil all orders to the Customer's full satisfaction and to a satisfactory standard. If the Customer nevertheless has a complaint about the contract or its performance, the Customer may communicate its complaint to the Supplier at the e-mail or postal address stated in section 6.14 above.

10.2. The Supplier shall reply to the written complaint in writing within 30 (thirty) days. The Supplier shall state the reasons for its rejection of the complaint. A copy of the reply shall be kept for 3 years and presented to the supervisory authorities upon request.

10.3. If any consumer dispute between the Supplier and the Customer is not settled in negotiations with the Supplier, the following means of remedy are available to the Customer.

10.4. Complaining to the consumer protection authorities

If the Customer perceives a violation of its consumer rights, it has the right to lodge a complaint with the consumer protection authority in its place of residence. Once the complaint has been examined, the authority will decide whether to initiate consumer protection proceedings. A list of the competent government authorities is available at <https://www.kormanyhivatal.hu>.

10.5. Arbitration Board

For the out-of-court and amicable settlement of consumer disputes concerning the quality, safety and application of product liability rules, as well as the conclusion and performance of the contract, the Customer may initiate proceedings before the arbitration board competent for the place of residence or stay or may apply to the arbitration board attached to the professional chamber competent for the place where the Supplier is established. For the purposes of the rules on the Arbitration Board, the term consumer also includes a civil organisation, church, condominium, housing association, micro, small and medium-sized enterprise, as defined in a separate law, who buys, orders, receives, uses, makes use of goods or is the recipient of commercial communications or offers relating to goods.

Contact information of the Arbitration Board at the registered office of the Supplier:

Arbitration Board attached to the Pest County Chamber of Commerce and Industry

Address: H-1054 Budapest, Szabadság tér 7.

Phone: 06 (1) 474-5182

E-mail: vb@mkik.hu

The Customer may apply to the arbitration boards available [at the following link](#) for the settlement of consumer disputes based on the place of residence of the Customer. The Supplier is obliged to participate in the proceedings of the Arbitration Boards. For the purposes of this section, sending a reply shall also constitute cooperation.

10.6. Cross-border disputes

In case of a cross-border consumer dispute related to an online sales contract, consumers can settle their cross-border disputes related to online purchases electronically by submitting an electronic complaint through the online platform available at the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>

For this, the Customer simply registers on the online platform available at the link above, fills in a complete application form and submits it electronically to the Arbitration Board via the platform. In Hungary, the Arbitration Board of Budapest (ABB) has the right to act in cross-border disputes between consumers and traders related to online sales or service contracts.

10.7. Court Procedure

The Customer is entitled to enforce its claim arising from the consumer dispute before a court in civil proceedings under Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Budapest, 27 December 2021