

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 www.teesz.hu website (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.

General Terms and Conditions are regulated by Hungarian laws.

2. Service Provider

Name: Közösségi Kávetermelő Kft. - Coop Roastery Ltd.

Headquarters: Gát utca 21., Fsz. 1., Budapest, 1095, Hungary

Mailing address: Gát utca 21., Fsz. 1., Budapest, 1095, Hungary

Representative Name: Coop Roastery Customer Service * we only have online customer service!

Company registration number: 01-09-440872

Name of Registering Court: Fővárosi Törvényszék Cégbírósága

Tax number: 26383800-2-43

Community tax number: HU26383800

Account managing financial institution: OTP BANK Nyrt.:

Account number: 11707031-21452419

IBAN account number: HU35117071102145487500000000

Email address: info@cooproastery.hu

3. Service

The service provider sells coffee products and food coloring on the website.

4. Terms of use

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 behaviour 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

5.1.1.

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 and end dates 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 can request the

cancellation of his registration by e-mail from the Service Provider, 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 recording the order (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 Customer 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.

5.1.2. Validity of tickets purchased for education

Tickets purchased for training can be used for participation in training within 3 months from the date of purchase.

We will not refund the price of tickets previously purchased for education.

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.

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.

5.5. Invoice

The Service Provider issues an electronic invoice and sends it to the User after confirmation.

If the User wishes to request a separate invoice for certain items, please indicate this in the comments section.

5.6. Payment

5.6.1. Forward reference

5.6.2. Cash on delivery

In the case of cash on delivery, the Service Provider charges a handling and administration fee of HUF 300.

5.6.3. Bank card payment

<https://www.borgun.com/hu/>

5.6.4. PayPal payment

<https://www.paypal.com/hu/home>

5.7. Pick-up options, Delivery

5.7.1. PackagePoint

Shipping costs:

http://www.teesz.hu/shop_contact.php

5.7.2. Courier service

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 ask the courier to take a report, because upon receiving the product from the courier and signing the document certifying the receipt, the quantity and quality of the product is accepted, which means that after the acceptance, the User has only the right of withdrawal may live, therefore, after the departure of the person carrying out the delivery, the Service Provider is unable to accept quantity and quality complaints afterwards.

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

Shipping costs:

http://www.teesz.hu/shop_contact.php

The delivery deadline is on working days.

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 giving reasons within fourteen (14) days from the date of receipt of the product or, in the case of multiple products, the last delivered product by the Consumer or a third party indicated by him, other than the carrier.

45/2014. (II. 26.) Pursuant to the Government Decree, the customer may cancel the purchase without giving any reason within 14 days of receiving the product. The Buyer's right of withdrawal can be exercised by making a clear statement to this effect by e-mail info@teesz.hu, or by Article 45/2014. (II. 26.) You can also exercise it by post, using the sample declaration in Annex No. 2 of Government Decree.

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 General Terms and Conditions. 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 the e-mail or fax was sent is taken into account 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 (posts it or hands it over to the courier he ordered) before the 14-day deadline expires.

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 receipt of the Consumer's withdrawal statement, the Service Provider will refund all the compensation provided by the Consumer, including the cost of transport (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 will lose 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.

With regard to a product which, due to its nature, is inseparably mixed with other products after delivery.

With regard to an alcoholic beverage whose actual value depends on market fluctuations in a way that cannot be influenced by the Service Provider, and whose price was agreed upon by the parties when concluding the sales contract, however, the contract will only be fulfilled after the thirtieth day from its conclusion.

In the case of a business contract in which the Service Provider visits the User at the express request of the Consumer in order to carry out urgent repair or maintenance work.

With regard to the sale and purchase of audio and video recordings in sealed packaging, as well as copies of computer software, if the Consumer has opened the packaging after delivery.

Regarding newspapers, magazines and periodicals, with the exception of subscription contracts.

In the case of contracts concluded at a public auction.

With the exception of services for residential purposes, in the case of a contract for the provision of accommodation, transport, car rental, catering or a service related to leisure activities, if a deadline or deadline for completion specified in the contract has been agreed.

With regard to digital data content provided on a non-physical data carrier, if the Service Provider has started performance with the express, prior consent of the Consumer, and the Consumer has simultaneously declared with this consent that he/she will lose his/her right of withdrawal after the start of performance.

7. Warranty

7.1. Merchantability 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 may - at his or her choice - make use of the following accessory warranty claims: He may request repair or replacement, unless the fulfillment of the requirement chosen by the Buyer is impossible or would involve disproportionate additional costs for the company compared to the fulfillment of other requirements. 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 - in the last case - 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 detected within six months of the performance (i.e. after delivery, acceptance), 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 a consequence of the improper use of the product. However, six months after the performance, the burden of proof reverses, 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, in parallel with 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.

Banded warranty period (1-2-3 years) depending on the price of the product

The duration of the warranty has been banded depending on the price of the product:

In the case of a sale price of HUF 10,000 but not exceeding HUF 100,000, one year
Exceeding HUF 100,000 but not exceeding HUF 250,000

In the case of a sale price exceeding HUF 100,000 but not exceeding HUF 250,000, two years
Three years above the sale price of HUF 250,000.

The warranty period starts on the day the consumer product is handed over to the consumer or, if the company or its representative performs the commissioning. In case of repair of the consumer product, the warranty period is extended from the date of delivery for repair by the time during which the consumer could not use the consumer product as intended due to the defect.

Electronic warranty card - by email or in downloadable form

Of course, it is still possible to issue and hand over a paper-based warranty card, but the company can now also decide to hand over the warranty card to the consumer electronically - by e-mail or as a downloadable document. The e-warranty ticket can even be the invoice, if its content meets the requirements for the warranty ticket (for the mandatory content elements of the warranty ticket, see here, § 3).

It is possible to hand over the warranty ticket as an electronic document, not by sending it directly, but to make it available to the consumer in the form of a download address, but in this case, the downloadability of the electronic warranty ticket must be ensured until the end of the warranty period.

The company is obliged to hand over the warranty card electronically no later than the day after the handover or commissioning of the product.

If the product cannot be repaired: exchange or refund of purchase price within eight days

If, during the first repair of the consumer product during the warranty period, the company determines that the consumer product cannot be repaired, the company is obliged to replace the consumer product within eight days, unless otherwise ordered by the consumer. If it is not possible to exchange the consumer product, the company is obliged to refund the purchase price to the consumer within eight days.

If the product can be repaired, but not within 15 days - information obligation

The business must still "endeavour" to repair the product within 15 days. What is new is that if the repair time exceeds 15 days, the company must inform the consumer of the expected duration of the repair on the 15th day at the latest (this information can be checked by consumer protection). The information can also be provided electronically if the consumer has consented to this in advance.

If the product cannot be repaired within 30 days: exchange or refund of the purchase price within 8 days

If the consumer item is not repaired within the thirtieth day from the notification of the repair request to the company, - in the absence of a different order from the consumer - the company is obliged to replace the consumer product within eight days after the unsuccessful expiration of the thirty-day deadline. If it is not possible to replace the consumer product, the company is obliged to refund the purchase price to the consumer within eight days after the ineffective expiry of the thirty-day correction period.

If the product breaks for the fourth time: exchange or refund of the purchase price within 8 days

If, during the warranty period, the consumer item fails again after being repaired three times - unless otherwise ordered by the consumer - the company is obliged to replace the consumer item within eight days. If it is not possible to exchange the consumer product, the company must refund the purchase price to the consumer within eight days. The three times correction does not apply to the same error!

The consumer decides where to go for repairs

In the case of products covered by a mandatory warranty purchased after January 1, 2021, the consumer may, of his choice, assert his claim for repair directly at the company's headquarters, any location, branch, or at the repair service indicated by the company on the warranty card.

Preservation of the packaging is not mandatory for validating the warranty

The legislator closed an old debate by stating - in view of the violation of rights often experienced during consumer protection investigations that the company requires the original packaging of the product to be preserved in order to enforce the warranty - that the rights arising from the warranty can be enforced with the warranty certificate, which cannot be made a condition of the return of the opened packaging of a consumer product by the consumer.

Mandatory content elements of the expert opinion

Whether it is the first six months of the accessory warranty period or the entire warranty period, if the company is of the opinion that it is not a hidden defect, but that the defect was caused by the consumer, e.g. by improper use, due to the presumption of defective performance, the company is obliged to prove this with an expert opinion. The mandatory content element of the expert opinion is defined by law as follows:

- name and address of the customer
- business name and address
- subject of investigation
- examination fee amount
- examination fee
- obliged to pay an examination fee
- date of product arrival
- date of purchase
- the date of notification of a quality objection
- consumer complaint
- test methods
- examination findings with justification
- information
- others

Due to the same error, the User may not assert an accessory warranty and warranty claim, or a product warranty and warranty claim at the same time, in parallel with each other, but otherwise, the User's rights arising from the warranty are in accordance with Article 7.1. and 7.2. regardless of the rights defined in point

7.4. Validation of warranty claims

The User can validate his warranty claims at the following contacts:

Name: Közösségi Kávetermelő Kft. - Coop Roastery Ltd.

Mailing address: 1095 Budapest, Gát u. 21. Fsz./1., Hungary

Phone number: +36-20/624-5224

E-mail address: info@cooproastery.hu

8. Legal enforcement options

8.1. Place, time and method of handling complaints

The User can submit consumer complaints about the product or the Service Provider's activities at the following contact details:

Name: Közösségi Kávetermelő Kft. - Coop Roastery Ltd.

Mailing address: 1095 Budapest, Gát u. 21. Fsz./1., Hungary

Phone number: +36-20/624-5224

E-mail address: info@cooproastery.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 business 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. Others

9.1. General Terms and Conditions, modification of prices

The Service Provider may modify these GTC, the prices of the products sold on the website and other indicated prices at any time with a 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 data protection policy of the service provider is available at the following address: http://www.teesz.hu/shop_contact.php

Entry into force

Date of entry into force of these General Terms and Conditions: 01.01.2021.