

WARRANTY & RETURN

45/2014 of consumer information. (II. 26.) on the basis of Government Decree

Information on right of withdrawal enjoyed by the consumer buyer

The consumer in 45/2014. (II. 26.) According to Government Decree. § 20 shall have the right to withdraw without justification.

The consumer has the right to withdraw

a) in case of a contract for the sale of products

aa) the product,

ab) when selling multiple products, If the service takes place each product at different times, the product which was last supplied, the consumer or choice, may exercise within fourteen days from the date of receipt of third party other than the carrier.

Information contained in this paragraph shall not affect the right of a consumer to exercise his right of withdrawal under this section during a period between the date of receipt of the product and the date of conclusion of the contract.

Notice of cancellation, termination or exercise of withdrawal rights which behooves the consumer

The consumer in 45/2014. (II. 26.) The right provided in § 20 of the Decree, by a clear statement on this, or this - and can also be downloaded from the website - exercise using a sample notice by sending to the following address:

Paleandra Ltd., Intuita Gallery, Hungary, Budapest 1056, Váci u.61
intuitashop@intuitashop.com

Statement sample withdrawal

Addressee: *Paleandra Kft. Intuita Galéria*
Address: *Váci u. 61, Budapest, 1056, Hungary*
E-mail: *intuitashop@intuitashop.com*

I, the undersigned, declare that I practice cancellation / termination of my right below the product / s purchase or contract for the provision of the following services in respect of:

Date of contract / receipt:
The consumer (s) Name:
The consumer (s) Address:

Please refer the purchase price to the following bank account (please only fill out this part if you would like us to pay you the purchase price back via bank transfer):

Please refer the purchase price to the following PayPal account (please only fill out this part if you would like us to pay you the purchase price back via PayPal transfer):

The consumer (s) Signature (only for the statements made on paper):
Dated:

The validity of the declaration of withdrawal of consumer

The right of withdrawal shall be considered valid deadline by submitting a declaration by the consumer within the 14 calendar day time limit.

The consumer bears the burden of proving that a right of withdrawal is exercised in accordance with this provision.

The Seller shall confirm the declaration of withdrawal of the consumer electronic media after its arrival.

The Seller's obligations in case of withdrawal by the consumer

Reimbursement obligations of the Seller

If the consumer cancels the contract in accordance with per § 22 of Regulation 45/2014 (II. 26.), The Seller shall refund no later than the total amount paid by the consumer contract as within fourteen days of becoming aware of with the withdrawal, including in the context of the execution costs incurred, including shipping charges. Please note that this provision does not apply to the additional costs caused by choosing the least expensive option than the usual mode of freight transport.

Reimbursement obligation method of Seller

In case per § 22 of Regulation 45/2014 (II. 26) on the appropriate cancellation or termination of the sale to the consumer with the same amount of refunds the payment method used by the consumer's way. Based on the consumer's express consent of the Seller may apply a different method of payment as a refund but the consumer is therefore not imposed to any additional fee. Seller is not liable due to incorrect and / or inaccurate information provided by the consumer's account number or delay as a consequence of postal address.

Extra costs

If the consumer expressly chooses a different mode of transport than the least expensive standard mode of transport, the Seller shall not be obliged to reimburse the additional costs arising therefrom. In such cases, it is our obligation to refund of shipping charges indicated by us last.

Retention Law

The Seller shall withhold the amount to a consumer until the consumer has not produced the product back, or not confirmed without a doubt that it is returned;

whichever is the earlier date should be taken into account. checked by cash on delivery shipments are not accepted.

Obligations of the consumer in case of withdrawal or termination

Returning a product

If the consumer cancels the contract in accordance with § 22 of the Regulation does 45/2014 (II. 26.), it shall have the product immediately and not later than fourteen days from the notification of withdrawal to return or hand over to the Seller by Seller or its authorized person to receive the product. The return deadline is considered fulfilled if the customer sends the product before the deadline.

Costs connected with the return of the product

The consumer bears the cost of returning the product. The product should be returned to the Seller's address.

Consumer responsibility for diminished value

The consumer is responsible for diminished value due to the use of more than required use of the product by nature, characteristics and functioning to determine.

Exclusion of right of withdrawal

The Seller explicitly draw your attention that you can not exercise the right to withdraw the cases provided for in the Government Decree 45/2014 § 29 (1), in particular in the case specified in paragraph "c" and „e" (II.26.): "in the case of non-prefabricated product, which was based on instruction or the explicit request of the consumer, or for a product that is clearly tailored to the customer personally; "Product packaging is sealed with respect to health and hygiene reasons, can not be returned after resolution after the transfer."

Warranty of defects, product warranty, guarantee

Consumer information of Regulation 45/2014 (II.26.) was made on the application in Annex 3 of Regulation 45/2014 (II.26.) on the basis of § 9 (3) of the present mandate.

Warranty of defects

Warranty of defects requirement of authorised expires in one year from the date of completion, for consumer contracts, however, the duration of the limitation period is two years. In case of a consumer contract, authorised is entitled to submit an objection within two months from discovery of the defect.

What may be the user's right to a warranty of defects?

The user in case of defective performance of the seller may assert a warranty claim against the firm, according to the Civil Code.

What rights does the User have pursuant to a warranty claim?

User may have the following warranty of defects needs – by choice: he/she may ask for repair or replacement unless it is impossible to carry out the needs of User or it would lead to disproportionate additional costs compared with other requirements to fulfill by the business.

If the repair or the replacement has not requested or sought, User may require delivery of proportionality remuneration or user may repair (or have repaired by someone else) the issue at the expense of the enterprise or - ultimately - User may withdraw from the contract.

User may revert from his/her right for warranty of defects to another. However, the cost of the transition to be borne by the user, unless it was justified, or the company has given rise to it.

In what period of time may User validate his/her needs for warranty of defects?

The User is obliged to communicate the error immediately after the discovery, but not later than within two months from discovery. However, User may no longer assert his/her needs for warranty of defects after the two-year limitation period from the date of completion of the contract.

Against whom and on what conditions may User enforce warranty of defects claims?

User may exercise his/her needs for warranty of defects against the manufacturer or dealer exclusively. In case of product liability claims validation error in the product, the User has to prove.

What other conditions are there for User to enforce warranty of defects claims?

Within six months of the performance, there is no other condition for the validation of the claim of the warranty claim beyond the disclosure of the error if the user confirms that the product or service was provided by the service provider. However, after six months from the date of delivery, user has to prove that the defect recognized by the user was already present at the time of delivery.

Product warranties

What may be the user's rights to product warranty?

In case of failure of movables (products) user may enforce his/her right to warranty of defects or product warranty – by choice.

What rights does User have based on product warranty?

User may only request to repair or replacement of the defective product as product liability claims.

In which cases does a product constitute as defective?

A product is defective when it does not meet quality standards in force when marketing or, if it does not have any properties in the manufacturer's specification.

In what period of time may the customer validate his/her needs for product warranty?

User may validate his/her needs for product warranty within two years from the date of the products released by the manufacturer of the market. After this deadline, User loses this entitlement.

Against whom and on what conditions may User enforce product warranty claims?

User may exercise his/her needs for product warranty against the manufacturer or dealer exclusively. In case of product liability claims validation error in the product, the User has to prove.

Under what conditions the manufacturer (distributor) would be considered exempt from product warranties?

The manufacturer (vendor) may only be exempt from product warranties if he/she can prove that:

- the product is not manufactured in the course of business or placed on the market, or
- the failure of science and art was not recognized at the time of placing or
- failure of the product resulting from legislation or binding official application of the standard.

The manufacturer's (distributor) must demonstrate an adequate cause for the free seating.

A warranty and product liability claims of the same simultaneously, in parallel is not enforceable because of an error. However, for the effective enforcement of product liability requirements of a warranty claim for product replacement or repaired parts use may enforce against the producer.

Guarantee

In what cases may User exercise his/her rights for guarantee?

Based on contract, obligor is required to provide guarantee for non-conformity.

Within what period of time and what rights you are entitled to based on guarantee?

151/2003 (IX. 22) on each of the mandatory warranty on durable goods is determined cases of statutory warranty. Seller assumes no warranty for products not related to this case.

The warranty shall be enforceable in the warranty period. If guarantor does not comply with his/her obligations – within a reasonable time period – the warranty claim is enforceable in court within three months of the expiry of the deadline set call even if the warranty period has expired. Failure of this deadline will be resulted in forfeiture.

Moreover, the rules governing the exercise of rights must be applied in accordance with a warranty for the enforcement of warranty claims.

The warranty period is one year. Failure of this deadline will be resulted in forfeiture.

Warranty deadline begins with the goods delivered to the consumer or the commissioning date if the installation is done by the company or its agent.

In connection with any warranty claim over one year please contact the supplier!

When is Seller exempt from the warranty obligations?

The seller is exempt from the obligation to guarantee only in the case if he/she can prove that the defect occurred after delivery. Please note that a warranty for the same defect and warranty claims, product liability and warranty claims and at the same time, in parallel is not enforceable, otherwise User is entitled to turn the rights arising from the warranty 10.1.1. and 1.1.2. sections regardless of the permissions defined.