

REGENYEI ARMORY

**GENERAL TERMS &
CONDITIONS**

GENERAL TERMS AND CONDITIONS

www.regenyei.com | version 1.0 | valid from: 2024.01.01

I. Definitions

For the purposes of these General Terms and Conditions:

- "Seller"** means Regenyei Armory Kft., with registered office at Töltéstava 9086, Iskola utca 1., Hungary, ID no: 08-09-020928, Tax ID: 23047248-2-08, VAT ID: HU23047248, registered in the Győri Törvényszék Cégbírósága, Email: regenyei.armory@gmail.com. In concluding and performing the Contract under these Terms and Conditions, the Seller is acting within the scope of their business activities;
- "Buyer"** means a person that is interested in entering into the Contract with the Seller or who enters into the Contract with the Seller through the Website www.regenyei.com;
- "Consumer"** means a Buyer that is not acting within the scope of their profession, business or other professional or self-employed activity when concluding and performing the Contract with the Seller;
- "Entrepreneur"** means a Buyer that, in entering into and performing the Contract with the Seller, acts within the scope of their profession, business or other professional or self-employed activity; for the avoidance of any doubt, professional athletes and persons who repeatedly perform activities related to the presentation of martial arts (e.g. historical fencing) as performers, actors, etc. are also considered to be persons acting within the scope of their profession or self-employed activity;
- "Parties"** means the Seller and the Buyer;
- "Contract"** means a contract of sale concluded between the Seller and the Buyer through the website www.regenyei.com and the subsequent communication between the Parties in connection with the Buyer's order sent via this website, as well as the contract concluded between the Seller and the Buyer solely on the basis of their mutual communication without the use of the above-mentioned website;
- "Online Store"** means a shop operated under the www.regenyei.com domain.

II. Introductory Provisions

- The Buyer is obliged to familiarize itself with the provisions of these General Terms and Conditions before finalizing its order.
- These General Terms and Conditions contain the rights and obligations of the Buyer and the Seller, the conditions for the conclusion of the contract, the performance deadlines, the delivery and payment conditions, the liability rules, and the conditions for exercising the right of withdrawal.
- These General Terms and Conditions apply to the conclusion of contracts using means of distance communication, the subject of which is the goods offered in the Seller's Online Store, and are an integral part of the Contract.
- These General Terms and Conditions are drawn up in Hungarian and English. In case of any doubt or discrepancy between the language versions of the Contract, the Hungarian version shall prevail. The Contract between the Seller and the Buyer shall be concluded in English or Hungarian language, depending on in which language the Parties communicate with each other.
- Unless otherwise provided in a written agreement between the Seller and the Buyer or by law, these Terms and Conditions shall apply to all relations between the Seller and the Buyer established by the Contract. By concluding the Contract, the Parties agree, in accordance with the provisions of Article 6(2) of Regulation No 593/2008/EC, that matters not covered by these Terms

and Conditions shall be governed by the generally applicable law of Hungary (hereinafter collectively referred to as "**Applicable Law**").

III. Applicable Law and Copyright

The Contract is governed by the provisions of Hungarian law, and in particular the following legislation applies:

1. CLV of 1997. Act on consumer protection
2. CVIII of 2001 Act on certain issues of electronic commercial services and services related to the information society
3. Act V of 2013 on the Civil Code
4. 151/2003. (IX.22.) government decree on the mandatory warranty for consumer durables
5. 45/2014. (II.26.) government decree on the detailed rules of contracts between the consumer and the business
6. 19/2014. (IV.29.) NGM decree on the procedural rules for managing warranty and guarantee claims for things sold under the contract between a consumer and a business
7. LXXVI of 1999 law on copyright
8. CXII of 2011. Act on the right to self-determination of information and freedom of information
9. REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (February 28, 2018) on action against unjustified territory-based content restrictions and other forms of discrimination based on the customer's nationality, place of residence or establishment within the internal market, as well as the 2006 /2004/EC and Regulation (EU) 2017/2394, and amending Directive 2009/22/EC
10. REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (April 27, 2016) on the protection of natural persons with regard to the processing of personal data and on the free flow of such data, and on the repeal of Regulation 95/46/EC (general data protection regulation)
11. 373/2021 on the detailed rules of contracts between consumers and businesses for the sale and purchase of goods and the provision of digital content and digital services. (VI. 30.) Government decree
12. LXXVI of 1999 law on copyright. Act (hereinafter: Szjt.) § 1 (1), the website is considered a copyrighted work, so all parts of it are protected by copyright. The Szjt. Based on Section 16 (1), it is prohibited to use the graphic and software solutions and computer programs on the website with permission, or to use any application that can be used to modify the website or any part of it. Any material from the website and its database may be taken over, even in the case of a written release by the right holder, only by referring to the website and indicating the source. The copyright owner: Regenyei Armory Kft.

IV. Prices

1. The purchase price of goods in the Online Store is in euros (EUR) and does not include VAT. VAT is added based on the appropriate VAT rate of the Destination Country when finalizing the order.
2. Customs or other similar charges applicable in the country of residence or domicile of the Buyer shall be borne by the Buyer.
3. The possibility of the Seller changing the prices for reasons of business policy cannot be ruled out. Changes to prices do not apply to Contracts that have already been concluded.
4. In the case of an incorrect price, the Seller offers the possibility of purchasing the goods at the real price, with which information the Buyer can decide whether to order the goods at the real price or cancel the order without any adverse legal consequences.

V. Goods

The web interface of the Online Store contains information about the goods intended for sale by the Seller, including their main characteristics, price, payment options, transport options and other information related to specific goods.

1. The goods offered in the Online Store, including accessories, are used, for example, in the context of the so-called "Historical European Martial Arts" (HEMA), or similar artistic performances and sports disciplines, and are therefore goods intended for sporting or artistic purposes, as well as for aesthetic purposes, i.e. for display purposes without the intention of actual use of the goods. By entering into the Contract, the Buyer declares that they are a collector with no intention of actually using the goods or a performer or sportsman with the necessary experience and competence to handle the Seller's goods or a person which is fully aware of the existence of a risk of injury or damage to property when handling such goods, for the occurrence of which the Seller shall not be liable in any way. By concluding the Contract, the Parties expressly confirm the exclusion of the Seller's liability for any damage or injury caused to the Buyer or 3rd parties as a result of the use of the Seller's goods. The Buyer is also aware of the fact that the Seller is the executor of the proprietary copyrights to the goods, without whose consent no reproductions of the goods may be made or any other interference with the Seller's copyrights may be made.
2. All information regarding the goods provided in the Online Store, e.g. description of the goods, specification of their main features, photographs, etc., is information available to the Parties at the time of their publication in the Online Store, while the goods may in fact differ slightly from this information in certain ways, in particular with regard to the exact colour shades, shape or other characteristics that may be caused by the specific method of production of the goods (custom-made production) and which thus cannot be considered as defects of the goods. The Seller reserves the right to make minor adjustments to the description of the goods in the Online Store in order to bring the description of the goods into conformity with reality.
3. Some offers of goods placed in the Online Store are limited in time and quantity, as specified in specific cases for goods in the Online Store, in the context of a teaser relating to the Seller's marketing actions or in the context of communication between the Parties following the submission of the Buyer's order. Until the Seller explicitly confirms to the Buyer the availability of the goods presented in the Online Store, which are the subject of the Buyer's order, it is assumed that these goods are not in stock and represent only a sample of the goods, the custom-made production of which the Buyer can order from the Seller.
4. The Seller reserves the right to limit the maximum number of purchases that may be made by an individual Buyer for a particular item in order to ensure a fair purchase opportunity for all Buyers.

VI. Pre-Contract Information

The Contract between the Seller and the Buyer shall be concluded in English or Hungarian language, depending on in which language the Parties communicate with each other. Before concluding the Contract, the Seller shall notify the Consumer of the following information:

1. Possible methods of payment are set out in Article IX. hereof and the method of delivery of the goods is set out in Article X. hereof;
2. Only the restrictions set out in Article X. hereof shall apply to the delivery of the goods;
3. The estimation of the cost of delivery of the goods is set out in Article IV. hereof;
4. Details of the warranty and rights arising from defective performance, as well as other conditions for exercising these rights, are set out in Article XII. hereof;
5. The Contract is not concluded for an indefinite period of time and is not subject to repeated performance;

6. The Seller may require payment of a deposit or similar payment prior to the conclusion of the Contract, further details of which are set out in Article IX. hereof;
7. The costs of using the means of distance communication through which the Contract is concluded shall be borne in full by the Buyer, the amount of such costs being dependent on the terms and conditions of the telecommunications service provider used by the Buyer when concluding the Contract. The Seller does not charge any additional fees for the use of means of distance communication;
8. Further information on the exercise of the right to withdraw from the Contract and on the withdrawal, form is provided in Article XI. hereof;
9. In the event of withdrawal from the Contract, the Consumer shall bear the cost of returning the goods as set out in Article XI. hereof;
10. The Seller issues a proof of purchase instead of a warranty certificate;
11. If any point of the General Terms and Conditions is legally incomplete or invalid, the other points of the contract will remain in force and the provisions of the relevant legislation shall apply instead of the invalid or incorrect part;
12. The Consumer may contact the Seller via regenyei.armory@gmail.com in the framework of out-of court complaint handling and may also file a complaint against the Seller's procedure in one of the ways - following specified order - stated in Article XIII.;
13. The Seller is not bound by any codes of conduct in relation to the Consumer.

VII. Responsibility for the Veracity of the Data Provided

1. The Buyer's responsibility to ensure that the data provided by the Buyer is entered accurately, since the goods are invoiced and delivered based on this data. The Buyer legally liable for the veracity of their data.
2. If the Buyer has finalized his order and discovers an error in the given data, the Buyer must initiate the modification of said order as soon as possible. The Buyer can notify the Seller of the incorrect data by sending an email to the Seller's e-mail address.
3. Incorrectly entered e-mail address or full storage space belonging to the mailbox may result in the lack of delivery of the "Confirmation Email" and prevent the conclusion of the Contract.

VIII. Contract Conclusion Procedure

The Buyer can initiate the conclusion of the Contract in an e-mail message sent to the Seller, in which he indicates in detail the specifications of the goods of interest to the Buyer, or he can use the Online Store and its automated interface. Neither procedure is binding for the Parties and is only considered an enquiry.

The technical steps leading to the conclusion of the Contract on the Online Store are as follows:

1. After entering the address of the Online Store in the Internet browser, the Buyer will be presented with an offer of goods and the Buyer has the opportunity to choose specific goods;
2. After the Buyer selects specific goods from the Seller's offer, the Buyer may choose the required parameters - if presented – and the quantity;
3. After configuring the selected goods, the Buyer shall use the "Add to Cart" button provided by the Online Store to add their customized goods to their "Cart".
4. When the Buyer finished adding goods to their "Cart", they can start the checkout procedure on the "Checkout Page", which is accessible from the menu bar or the "Cart" page;
5. On the "Checkout Page", the Buyer shall enter their billing and delivery information in the appropriate fields provided by the Online Store;

6. During the "Checkout Process", the Buyer has the option to change the entered data before finalizing the order (by clicking the back button in the browser, the previous page opens, so the entered data can be corrected even if the Customer has already moved to the next page).
7. By clicking on the "Place Order" button, the Buyer confirms their order, which is not yet binding for the Parties. By ticking the relevant check-box option or by specific consent within the Parties' email communication, the Buyer confirms that they have read these General Terms and Conditions, including all notices prior to the conclusion of the Contract referred to in Article II.;
8. After the Buyer approved their order in the Online Store, the Buyer will receive an automatically generated "Confirmation Email" to their email address (specified by the Buyer during the "Checkout Procedure") by the Online Store which assures the Buyer that his order request has been received by the Online Store's system. Any automated response or automatically generated email after the order has been placed shall in no way be deemed to be a "Confirmation Email" and the moment of conclusion of the Contract.
9. In the event that the Buyer makes any remark or request in their order, its content is binding for the Seller and becomes part of the Contract only if the Seller expressly confirms it in the communication between the Parties after the Buyer's order has been sent.
10. After the Buyer has received the "Confirmation Email", the Seller shall send to the Buyer's Email address (specified by the Buyer during the "Checkout Procedure") a "Summary Email" within seven working days, in which the Seller summarizes the goods the Buyer wishes to order. The "Summary Email" also includes the total amount, which was calculated with the appropriate VAT rate, the shipping cost, the expected completion date of ordered goods and these General Terms and Conditions.
11. The General Terms and Conditions and the "Summary Email" of the Seller are an integral part of the confirmation of the conclusion of the Contract. The Buyer agrees that the confirmation of the Contract shall be issued and sent to the Buyer in electronic form, thereby replacing the Seller's obligation to provide the Buyer with a confirmation in paper form. If, during the processing of the Buyer's order, an error occurs in the electronic ordering system, which causes the text of the Contract sent in such manner does not correspond to the Buyer's order, the Seller is obliged to send the Buyer a corrective email confirming the correct text of the Contract with a warning that it is a corrected version of the Contract and that the previous Contract is invalid because there was an error in the electronic system.
12. The Buyer is responsible for checking their order's details and notifying the Seller if the Buyer finds an error in the "Summary Email".
13. After the "Summary Email" has been reviewed by the Parties (and corrected if necessary), the Buyer is obliged to send a reply email to the final version of the "Summary Email", in which the Buyer clearly states that the Buyer accepts the contents of the summary and These General Terms and Conditions and confirms the order. The Contract is hereby deemed concluded.
14. The Seller shall store the concluded Contracts and delivered orders in electronic form and archive them for the period prescribed by law. The Seller shall not allow access to the archived Contracts to any other person or third parties. The Seller shall allow the Consumer access to the Contract entered into with the Seller if the Consumer so requests in writing by email sent to regenyei.armory@gmail.com. In such an email, the Consumer is advised to clearly identify the requested Contract, at least by the date of its conclusion, the subject of purchase and the relevant order number.

IX. Payment Terms

1. The Buyer may pay the price of the goods and the delivery costs only after the Seller notifies the Buyer by e-mail of the fulfilment of their order. The only exceptions to this are special agreements between the Parties.

2. The Seller is entitled to require payment of a deposit of up to 100% of the total price of the ordered goods, excluding shipping costs, before processing the order. In general, no advance payment is needed for the ordered goods, unless otherwise stated in the communication of the Parties, before conclusion of the Contract.
3. The Buyer may pay the price of the goods and the cost of delivery by any of the methods mentioned in the "Order Complete" email, which can be:
 - a. Ordinary wire transfer or an e-transfer to the Seller's bank account, based on an invoice from the Seller;
 - b. Online using Wise, in accordance with the terms and conditions of this service, available at www.wise.com in the "Legal Information" section;
 - c. Online using PayPal, in accordance with the terms and conditions of this service, available at www.paypal.com in the "Legal Information" section.
4. All additional costs (transfer cost, exchange cost, etc.) incurred during payment are borne by the Buyer.
5. The Seller will consider the payment completed only after receiving the exact amount of funds.

X. Delivery Terms and Delivery Costs

1. The Buyer shall acquire the ownership right to the delivered goods only upon full payment of the purchase price and delivery costs.
2. The goods shall be delivered to the address specified by the Buyer as the delivery address at the conclusion of the Contract or specified to the Seller by the time of dispatch of the order.
3. The Buyer may also collect the goods in person at the Seller's registered office or at one of its establishments only if the Seller explicitly offers such an option in communication with the Buyer prior to the conclusion of the Contract.
4. Goods shall be sent via the carrier specified in the Contract. The Seller does not allow the goods to be sent by any other carrier.
5. The cost of delivery of the goods consists only of the price of transport. The Buyer shall pay the cost of delivery of the goods.
6. If the delivery time is not specified for specific goods, the Seller is obliged to deliver the ordered goods, which are not made to order, no later than 30 days from the conclusion of the Contract. If the Buyer orders goods that are made to order, the delivery time that the Parties agree on in the communication prior to the conclusion of the Contract shall apply. If the Buyer orders goods with different delivery times within one order, the delivery time for all ordered items shall be the longest of them. Information about the delivery time is always part of the Contract.
7. The Buyer is aware that in exceptional cases the delivery time may be extended due to delays caused by unforeseeable circumstances and reasons beyond the Seller's control, including contagious human diseases and related mandatory measures that may lead to delays on the part of the Seller.
8. The Seller shall inform the Buyer about the dispatch of the goods by email to the email address provided when completing the order.
9. Any additional transport costs incurred as a result of additional requirements of the Buyer after the Seller has handed over the goods for transport, for example due to a subsequent change of the place of delivery at the Buyer's request, shall be payable by the Buyer. In the event that the Buyer does not accept delivery of the goods and requests redelivery, the Buyer shall bear the cost of redelivery.
10. In case of unjustified non-acceptance of the goods by the Buyer, the Seller is entitled to claim compensation for the damage incurred.

11. The Buyer is advised to inspect the condition of the shipment when receiving the goods from the carrier and in case of any signs of obvious damage (torn or deformed packaging, etc.), should refuse to accept the shipment and inform the carrier about it.

XI. Withdrawal from the Contract

1. The Consumer is entitled to withdraw from the Contract without giving any reason at any time from the moment of conclusion of the Contract until the expiry of a period of fourteen days from the date on which it takes over the goods from the carrier, or if the subject of the Contract is several types of goods or the delivery of several parts, within fourteen days from the date on which it takes over the last delivery of the goods from the carrier. This does not apply if the subject of the Contract was the delivery of custom-made goods manufactured for the Buyer on the basis of its individual requirements specified in their order (45/2014. (II.26.) Hungarian government decree), unless the Seller expressly allows the Consumer such an option after the order is placed. The Buyer is not entitled to the right of withdrawal from the Contract the subject of which is the delivery of goods manufactured to order.
2. The Consumer's right to withdraw from the Contract, if the Consumer is entitled to this right, shall not be construed as a right to borrow goods free of charge. The Consumer is liable to the Seller for the decrease in the value of the goods, which has arisen as a result of treating the goods differently than it is necessary to treat them with respect to their nature and characteristics. The above also applies to Entrepreneurs.
3. The Consumer may withdraw from the Contract, if they are entitled to do so, before the ordered goods are dispatched to them. In this case, the Consumer avoids paying the costs of returning the goods to the Seller, which are otherwise borne by the Consumer. In such case, the Seller shall without undue delay return the funds by transfer to the Consumer's bank account or to another account notified by the Consumer.
4. If the subject of the Contract is goods manufactured to order according to the Buyer's requirements and the Buyer has the option to withdraw from the Contract pursuant to a special agreement with the Seller, then such agreement may include an agreement between the Parties on the amount of severance payment, the amount of which shall be agreed separately, in respect of the special characteristics and value of the custom-made goods, and such agreement may also include an agreement by the Parties that instead of refunding the purchase price by transfer to the Buyer's bank account a voucher will be provided to the Buyer, which is transferable, or transferable to another person than the Buyer, which can only be used for further purchases of goods from the Seller and which cannot be exchanged for money.
5. The Buyer may withdraw from the Contract by sending the notice to the Email address regenyei.armory@gmail.com. The content of the withdrawal from the Contract should include at least the name and surname of the Consumer, street, house number, postal code, city, date of Contract, order number and the extent in which the Consumer withdraws from the Contract.
6. If the Buyer rightfully withdraws from the Contract in full or in part, the Buyer is obliged to return the goods to the Seller, in respect of which it has withdrawn from the Contract, by sending such goods to the address of the Seller's registered office or by handing them over at any of the Seller's outlets, not later than fourteen days after the withdrawal from the Contract.
7. The Buyer shall bear the full cost of returning the goods and other costs associated with the return of the goods to the Seller.
8. The Seller shall return all funds provided by the Buyer to the Buyer, i.e. the purchase price of the goods, in respect of which the Buyer has rightfully withdrawn from the Contract, and the cost of delivery of the Goods, without undue delay, not later than fourteen days after the justified withdrawal from the Contract, but only in the event that it is not a withdrawal from the Contract by agreement of the Parties conditional upon the payment of a severance payment. In the event that the subject of the Contract was more than one piece of goods and the Buyer has rightfully

withdrawn from the Contract only with respect to some of these pieces. The Seller shall reimburse the Buyer for delivery costs only to that extent, but not for the delivery costs of the remaining items of the goods in respect of which the Buyer has not withdrawn from the Contract.

9. The Seller is not obliged to refund the purchase price of the goods, in respect of which the Buyer has rightfully withdrawn from the Contract, nor the cost of delivery of the goods earlier, before the Buyer has handed over the relevant goods to the Seller or before the Buyer has proved that it has sent the goods back to the Seller.
10. Transfer of any discount coupons to the Buyer is a unilateral legal act of the Seller. If the Buyer withdraws from the Contract in respect of the goods for which the Buyer has used the discount coupon in whole or in part, the Buyer shall not be entitled to a refund of the discount coupon in money or any other compensation. In the event of a justified withdrawal from the Contract, the Buyer is always only entitled to a refund of the purchase price actually paid and the costs of delivery of the goods, less the value of the cancellation fee, if any.
11. The Buyer acknowledges that if gifts are provided with the goods, the gift contract between the Seller and the Buyer is concluded with a termination condition, i.e. if the Buyer's right to withdraw from the Contract is exercised, if this right is vested in them, the gift contract shall cease to have effect and the Buyer shall be obliged to return the goods that were subject of the Contract together with the goods that were subject of the Contract and the related gifts provided, including all that it has enriched itself with. In the event that these gifts are not returned, their value will be considered as unjust enrichment of the Buyer. If it is not possible to hand over the object of unjust enrichment, the Seller is entitled to monetary compensation in an amount equal to the usual price of the gifts.
12. If the value of the returned goods is reduced as a result of the treatment of these goods differently than it is necessary to treat them with respect to their nature and characteristics, the Seller may claim against the Buyer the right to compensation for damages. In this case, the Seller is obliged to prove the damage incurred.
13. The Parties agree that in the event of withdrawal from the Contract, the aforementioned funds shall be returned to the Buyer by transfer to the Buyer's bank account or to a bank account notified by the Buyer to the Seller. The above does not apply if it has been agreed by the Parties that the Buyer will be provided with a voucher for the purchase of other goods of the Seller.
14. In the event that the particular goods which are subject of the Contract are not in stock (for goods which are not made to order) or which are accidentally damaged or destroyed during manufacture or preparation for shipment, the Seller shall have the right to withdraw from the Contract. The Seller shall also have this right in the event that the Buyer fails to pay the price for the Goods or the advance payment for the price for the Goods in accordance with the terms of the Contract in due and timely manner.
15. The Buyer shall always be informed immediately of the Seller's withdrawal from the Contract. If the Buyer has already paid the price for a particular item or part thereof, this amount will be refunded to the Buyer. The Seller's valid withdrawal from the Contract shall be deemed to be the sending of a written notice of withdrawal to the Buyer in the form of an email to the Buyer's email address.

XII. Defect Liability and Warranty

1. The Seller shall be liable for the fact that the goods are free from defects at the moment of their receipt by the Consumer and subsequently for a period of 12 months, i.e. during the statutory warranty period. In particular, the Seller shall be liable for the fact that the goods have, at the time of their receipt by the Consumer and subsequently for a period of 12 months, the quality and characteristics agreed between the Parties, or, in the absence of such an agreement, the quality and characteristics described by the Seller or expected by the Consumer due to the nature of the goods and on the basis of the Seller's advertisement, that the Goods are fit for the purpose for

which the Seller specifies for their use or for which goods of the same kind are commonly used, that the goods are in the appropriate quantity, measure or weight and that they comply with the requirements of the law.

2. By entering into the Contract, the Buyer acknowledges that the goods offered by the Seller are not ordinary consumer goods, and the purpose of their use is set out in Article V. of these General Terms and Conditions, and any other use may cause damage to the goods, for which the Seller shall not be liable. By entering into the Contract, the Buyer further acknowledges that even when the goods are used for their intended purposes, they may be damaged as a result of normal wear and tear or stress on the material from which the goods are made - such damage to the goods shall not be considered a defect. Goods offered by the Seller require a certain degree of attention and care on the part of the Buyer, the observance of which can considerably extend the lifespan of the goods. Further information on the use and maintenance of the goods is available to the Buyer on the website: <https://regenyei.com/care/>.
3. The Consumer is entitled to assert liability claims for defects in the goods within 12 months of receipt of the goods. Entrepreneur is entitled to claim liability for defects in the goods within 3 days of receipt of the goods, otherwise the goods shall be deemed to have been delivered without defects.
4. The Consumer is advised to inspect the goods immediately upon receipt and satisfy themselves as to their quality, characteristics and quantity. If the goods do not have the characteristics referred to in paragraph 1 of this Article of General Terms and Conditions, and the defect can be removed, the Consumer has the right to have it removed free of charge, in a timely and proper manner. The Seller is obliged to remove the defect without undue delay. Instead of removing the defect, the Consumer may also request replacement of the goods or, if the defect relates only to a part of the goods, replacement of the part, unless the Seller incurs disproportionate costs in relation to the price of the goods or the severity of the defect. The Seller may always replace the defective goods with faultless ones instead of removing the defect, if this does not cause serious inconvenience to the Consumer.
5. If there is a defect that cannot be remedied and that prevents the goods from being properly used as goods without defect, the Consumer has the right to exchange the goods or has the right to withdraw from the Contract. The same rights belong to the Consumer if the defects are repairable, but if the Consumer cannot properly use the goods due to the recurrence of the defect after repair or due to a greater number of defects.
6. If the Consumer does not exercise the right to delivery of new goods without defects, to replacement of its parts or to repair of the goods, or does not withdraw from the Contract, the Consumer may demand a reasonable discount. The Consumer is entitled to a reasonable discount even if the defect is irremediable.
7. If the goods sold for a lower price or used goods have a defect for which the Seller is responsible, the Consumer has the right to a reasonable discount on the price of the goods instead of the right to exchange the goods.
8. The Buyer may claim liability for defects by sending or personally handing over the claim and the defective goods to the Seller at the address of the Seller's registered office or any of the Seller's stores or by sending the claim to the email address regenyei.armory@gmail.com. Together with the description of the defect, the Consumer shall notify the Seller of the claim they have chosen. They are not entitled to change their choice additionally without the Seller's consent; this does not apply if the Consumer has requested repair of a defect that turns out to be irreparable.
9. Goods submitted for complaint should be clean for hygienic reasons, otherwise the Seller may reasonably reject the complaint.
10. In the complaint, the Consumer is advised to state:
 - a. their identification data and order number,
 - b. description of the goods that the Consumer is claiming,
 - c. description of the defect

- d. detailed photo documentation of the claimed defect
- 11. The Seller shall issue to the Consumer, at their request, a written confirmation of the obligations arising from the defective performance to the extent provided for by law.
- 12. The Seller shall confirm to the Consumer in writing when the Consumer's claim was made, as well as the repair and the duration of the repair, what is the content of the claim and what method of handling the claim the Consumer requires. After handling the complaint, the Seller shall confirm to the Consumer in writing the date and manner of handling the complaint, or issue a confirmation of repair and the duration of the repair or a written justification for the rejection of the complaint.
- 13. The Seller shall decide on the claim within 30 days from the date of the claim, unless the Seller and the Consumer agree on a longer period
- 14. In the event that the complaint is settled by delivery of new goods, the moment of delivery of new goods to the Consumer, the transfer of ownership of the defective goods to the Seller shall take place. In the event that the complaint is settled by granting a reasonable discount to the Consumer or the Consumer withdraws from the Contract, the Seller shall return the relevant funds to the Consumer by transferring them to the Consumer's bank account or to a bank account notified by the Consumer to the Seller. Exceptions may be negotiated with the Seller individually in justified cases.
- 15. Gifts and other free of charge services, which are provided completely free of charge, shall not be subject to any claims of the Buyer arising from liability for defects. The Seller shall not be liable for defects for which a lower price of the goods has been agreed between the Parties.

XIII. Complaint handling and legal enforcement options

- 1. The Consumer has the right to submit Consumer objections regarding the goods or the Seller's activities at regenyei.armory@gmail.com
- 2. The Consumer may verbally or in writing communicate his complaint to the Seller, which relates to the behaviour, activities or omissions of the Seller, or of a person acting in the interest or benefit of the Seller, which is directly related to the distribution or sale of the goods to Consumers.
- 3. The Seller is obliged to investigate the verbal complaint immediately and remedy it as necessary. If the Consumer does not agree with the handling of the complaint, or the immediate investigation of the complaint is not possible, the Seller is obliged to record the complaint and its position in relation to it immediately, and to hand over a copy of it to the Consumer on the spot in the case of a verbal complaint made in person. In the case of a verbal complaint communicated by telephone or using other electronic communication services, it must be sent to the Consumer within 30 days at the latest - in accordance with the regulations for the response to a written complaint - at the same time as the substantive response. In other respects, he is obliged to act as follows regarding the written complaint. If the directly applicable legal act of the European Union does not provide otherwise, the Seller must answer the written complaint within thirty days after its receipt in a way that can be substantiated in writing and take measures to communicate it. A shorter or longer deadline can be established by law. The Seller is obliged to justify his position rejecting the complaint. The Seller must assign a unique identification number to a verbal complaint communicated by telephone or using an electronic communication service. In the answer, the Buyer must be informed about the possibility of contacting the Conciliation Board.
- 4. The record of the complaint must contain the following:
 - a. name and address of the Consumer,
 - b. the place, time and method of presenting the complaint,
 - c. a detailed description of the Consumer's complaint, a list of documents and other evidence presented by the Consumer,
 - d. the Seller's statement on his position regarding the Consumer's complaint, if the complaint can be investigated immediately,

- e. the signature of the person handling the complaint - with the exception of verbal complaints made by telephone or using other electronic communication services - the Consumer's signature,
 - f. the place and time of taking the complaint,
 - g. in the case of a verbal complaint communicated by telephone or using other electronic communication services, the unique identification number of the complaint.
4. The Seller is obliged to keep the record of the complaint and a copy of the response for three years and present it to the inspection authorities upon their request.
 5. If the complaint is rejected, the Seller is obliged to inform the Consumer in writing about which authority or conciliation body he can initiate the procedure with his complaint - according to its nature. The information must also include the headquarters of the competent authority, its telephone and Internet contact, and its mailing address. The information must also cover whether the Seller uses the conciliation board procedure in order to settle the consumer dispute. If the consumer dispute that may exist between the Seller and the Consumer is not settled during the negotiations, the following legal enforcement options are available to the Consumer:
 - a. Conciliation board procedure: The Consumer may file a consumer complaint against the Seller. If the Consumer's complaint is rejected, the Consumer has the right to appeal to the Hungarian Conciliation Board. The condition for the initiation of the conciliation board's proceedings is that the Consumer attempts to settle the dispute directly with the concerned company.
 - b. Consumer protection procedure: It is possible to lodge a complaint with the Hungarian Consumer Protection authorities. If the Consumer detects a violation of his consumer rights, he is entitled to file a complaint with the competent consumer protection authority. After evaluating the complaint, the authority decides on the conduct of the consumer protection procedure. The first-level official tasks for consumer protection are carried out by the capital and county government offices. Can be found here: <http://www.kormanyhivatal.hu/>
 - c. Judicial proceeding: The Consumer is entitled to assert his claim arising from a consumer dispute in court in the framework of civil proceedings pursuant to Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure according to the provisions of the law.

XIV. Contractual Relations with Entrepreneurs

1. If the Entrepreneur refuses to accept the goods delivered by the Seller in accordance with the Contract, the Entrepreneur shall be in default of acceptance of the goods at the moment of refusal and shall be obliged to pay to the Seller a contractual penalty of 0.1% of the price of the goods for each day of delay until the goods are accepted by the Entrepreneur. The contractual penalty and its payment shall not affect the Seller's claim for compensation for damages incurred in connection with the refusal of the Entrepreneur to accept the goods, in particular the claim for compensation for the costs associated with the transport of the goods back to the Seller's warehouse and with the storage of the goods.
2. In the event of the Entrepreneur's delay in paying the price of the goods, the Entrepreneur is obliged to pay the Seller a contractual penalty of 0.05 % of the price of the goods for each day of delay until full payment, in addition to the statutory interest on arrears. This is without prejudice to the Seller's right to compensation for damages incurred by the Seller as a result of the Entrepreneur's delay.
3. The Seller reserves the right to withdraw from the Contract for any reason or without giving any reason, in particular if the Entrepreneur has in the past unreasonably withdrawn from a previously concluded Contract, refused to accept the goods or otherwise abused its rights in relation to the Seller, up to the moment of delivery of the goods to the Entrepreneur.

XV. Final Provisions

1. These General Terms and Conditions are freely available on the Online Store and the Buyer is allowed to archive and reproduce them, in particular by printing the relevant webpage, downloading and saving a file in Portable Document Format (pdf) or saving the file containing these terms and conditions, which can be found in the footer of the Seller's emails via link.
2. The Seller reserves the right to amend the General Terms and Conditions. The Seller will make the amended General Terms and Conditions available on the page of the Online Store. The version of the General Terms and Conditions that is linked in the Confirmation Email is always effective for the Buyer. This provision is without prejudice to rights and obligations arising during the period of validity of the previous version of the Terms of Use.
3. In the event that any part of these General Terms and Conditions is invalid or contrary to the laws of Hungary, the other provisions shall remain unaffected by such invalidity.
4. Legal relations between the Parties shall be governed by the laws of Hungary.
5. Any disputes between the Parties shall be settled before the general courts of Hungary. If the subject of the dispute is the payment of monetary claims of the Seller against the Buyer, then such disputes shall be settled before the Magyar Kereskedelmi És Iparkamara Mellett Működő Állandó Választottbíróság, 1054 Budapest, Szabadság tér 7. (hereinafter referred to as the "Arbitration Court"), by a sole arbitrator according to the internal rules of the Arbitration Court, with the language of the dispute being Hungarian. The Parties hereby agree to add the jurisdiction of the Arbitration Court to the pre-existing legal relationship between the Parties. The arbitrator shall be nominated and appointed by the Arbitration Court. The decision of the Arbitration Court shall be final and binding on the Parties. The Parties have expressly agreed on the possibility of a court decision.