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General Terms and Conditions

The contract established on the basis of this document is not recorded (not accessible afterwards, the conclusion of the contract is proven by the order data), it is created by the behavior implying the declaration of will, it is not considered a written contract, it is written in Hungarian, it does not refer to any code of conduct. We are available at the given contact details in case of any questions regarding the operation of the webshop, ordering and delivery process.

The scope of this GTC applies to legal relationships on the Service Provider's website (<https://peiko.com/>) and its subdomains. This GTC is continuously available (and downloadable, printable at any time) from the following website: <https://peiko.com/aszf>, <https://peiko.com/terms-and-conditions>.

Definitions:

User: Any natural or legal person, or organization that uses the services of the Service Provider and enters into a contract with the Service Provider.

Consumer: A user who acts outside their profession, independent occupation or business activity.

Business: A person who acts within the scope of their profession, independent occupation or business activity.

Service Provider: A natural or legal person, or organization without legal personality, that provides information society services and enters into a contract with the User to provide services.

1. SERVICE PROVIDER INFORMATION:

The name of the service provider: Peiko Dogwear Kft.

The location of the service provider (and also the place of complaint handling): 1124 Budapest, Deres street 13. 3rd floor. 7th door.

The service provider's contact information, electronic mailing address used regularly for communicating with users: info@peiko.com

The registration number of the service provider: 01-09-397791

The tax number of the service provider: 27785353-2-43

The name of the registering authority / licensing authority and permit number (if any): Fővárosi Törvényszék

The service provider's telephone number: +36 30 538 53 18

The language of the contract: Hungarian



The name, address, and email of the hosting provider:

WP Online Magyarország Kft., 1094, Budapest, Balázs Béla utca 15-21 D204, office@wpo.hu

2. FUNDAMENTAL PROVISIONS:

2.1. The Hungarian law shall apply to questions not regulated in these GTCs and to the interpretation of these GTCs, with particular reference to Act V of 2013 on the Civil Code ("Ptk.") and Act CVIII of 2001 on certain issues of electronic commerce services and information society services, as well as the detailed rules on consumer and business contracts set out in Government Decree 45/2014 (II. 26.). Special products are governed by relevant sectoral legislation. The mandatory provisions of the relevant laws shall apply to the parties without any special agreement.

2.2. These GTCs shall be in effect from October 27, 2021 and shall remain in effect until revoked. The Service Provider shall publish any modifications of these GTCs on the website, and shall notify registered/or previously purchasing Users of the changes by e-mail. The modifications shall not affect previously concluded contracts, that is, the modifications shall not have retroactive effect.

2.3. The Service Provider reserves all rights in the website, any part thereof and the contents appearing thereon and in the distribution of the website. It is prohibited to download, electronically store, process or sell the contents or any part thereof appearing on the website without the Service Provider's written consent.

2.4. The Service Provider shall not be liable for any purchase and sale of products posted on other websites not related to the Service Provider and not operated by the Service Provider.

3. REGISTRATION/PURCHASE

3.1. The User is obliged to provide their own, valid data during the registration/purchase process. In case of false or data belonging to another person given during the purchase/registration process, the resulting electronic contract is void. The Service Provider shall not be held liable if the User uses its services under the name of another person or with the data of another person.

3.2. The Service Provider shall not be held liable for any delay in delivery or any other problem or error caused by data provided incorrectly and/or inaccurately by the User. However, the Service Provider shall inform Users that, after consultation with the User and clear identification, it may correct any incorrectly entered data in the order so that billing and delivery will not be hindered.

3.3. The Service Provider shall not be held liable for any damages resulting from the User forgetting their password or if it becomes accessible to unauthorized persons for any reason not attributable to the Service Provider (if there is registration on the website).



4. PRODUCTS AND SERVICES THAT CAN BE PURCHASED AND PRICES

4.1. The products displayed can be ordered online from the web store (in certain cases by phone). The prices displayed for the products are in Hungarian forints, gross prices (i.e., they include the 27% VAT required by law, or, if the Service Provider charges VAT-free, the prices are the amounts to be paid), but they do not include fees related to delivery and payment. Separate packaging costs will not be charged, except if the User requests special packaging.

4.2. The Service Provider provides detailed information about the product, including its name, description, and photo (if possible) on the webshop.

4.3. If a promotional price is introduced, the Service Provider will inform the Users fully about the promotion and its exact duration.

4.4. If, despite the Service Provider's utmost care, an incorrect price appears on the Web Store, or if there is a system error resulting in a "0" Ft or "1" Ft price, the Service Provider is not obligated to confirm the order at the incorrect price, but has the option to reject the offer and offer confirmation at the correct price, upon knowledge of which the User has the right to not accept the modified offer. Incorrect price refers to a price where the entrepreneur does not have the contractual intention to conclude the contract. According to the Civil Code Act of 2013, the contract is established by the mutual and concordant expression of the will of the parties. If the parties are unable to agree on the contractual terms, or if there is no statement expressing the will of the parties mutually and concordantly, in that case we cannot speak of a validly concluded contract, from which rights and obligations would arise.

5. ORDERING PROCEDURE

5.1. After registering, the user can log in to the webshop or start shopping without registration.

5.2. The user sets the quantity and size of the products they want to purchase.

5.3. The user places the selected products in the cart. The user can view the contents of the cart at any time by clicking on the "cart" icon.

5.4. If the user does not want to purchase any more products, they check the quantity of the products they want to purchase. The user can delete the contents of the cart by clicking on the "remove- X" icon. To finalize the quantity, the user clicks on the "+,-" icon.

5.5. The user enters the shipping address and then chooses the shipping/payment method, which can be one of the following:

5.5.1. Payment methods:



Personal pick-up: Cash at the provider's store or other location designated by the provider. If the user chooses to pay at the time of pick-up, they pay the purchase price in cash at the provider's store or other designated location. Cash payment is only available in Hungarian forint (HUF).

Online credit card: The user can pay for the total value of the order online with a credit card through the provider's secure payment system.

Credit card payment with Simple:

I acknowledge that my personal data stored in the user database of <https://peiko.com/> will be transferred to OTP Mobil Kft. as a data processor. The scope of data transferred by the data controller includes: billing name and address, email, and phone number.

The nature and purpose of data processing carried out by the data processor can be viewed in the SimplePay Data Processing Information, available at the following link: <https://simplepay.hu/vasarlo-aff>

Payment with Paypal.

The process of purchasing with PayPal:

On the left side of the page, the details of the transaction will appear, and on the right side, there are two options:

a) If you have a PayPal registration, then after entering the valid ID and password, you will see the partial data of the pre-entered credit card and the amount to be paid. If there are multiple cards registered, you will need to select the card you want to pay with, and after selection, by clicking on the Pay Now label, the payment will be completed and you will be returned shortly to the store's page.

b) If you do not have a PayPal registration, then you have the option to pay the amount with a Guest PayPal access without having to register on PayPal. The form asks for the following information (most of which must be filled out):

Country

Card number

Payment Types

Expiration date

CSC

First name

Last name

Address line 1

Address line 2 (optional)

City



State/Province/Region

Postal code

Telephone

Email address

Once you have filled out all the fields, press the "Review and Continue" button at the bottom of the page. Here you can check the information again, the amount to be paid and the order.

If everything is fine, approve the transaction. Within a moment, you will receive an email notification of the successful transaction and at the same time, the service provider will also receive notification of the successful payment and will start processing the order.

5.5.2. Shipping cost (gross amount):

Hungary: € 3.90

Slovakia, Slovenia, Austria, Czech Republic, Romania, Croatia: € 9.90

Poland, Germany, Belgium, The Netherlands, Luxembourg, Bulgaria: € 9.90

Denmark, France, Italy, Ireland: € 19.90

Latvia, Lithuania, Spain, Sweden, Estonia, Norway, Greece, Portugal, Finland: € 19.90

Iceland, Malta, Cyprus: € 69.90

5.6. The final amount to be paid includes all costs, based on the summary of the order and the confirmation email. According to Section 6:127 of the Civil Code, the user is obligated to promptly check that the quality and quantity of the ordered product(s) are satisfactory. The product(s) will be delivered during working days between 8am and 5pm.

5.7. After entering the data, the user can submit the order by clicking the "finish" button, but before that, they can check the data again and send a comment with the order or notify us of other requests related to the order via email.

5.8. By placing an order, the user acknowledges that they are subject to the payment obligations outlined in the 45/2014 (II. 26.) Government Regulation 15.§, and any other relevant terms and conditions (such as 20.§).

5.9. Correction of input errors: Before finalizing the ordering process, the user can go back to previous steps and correct any errors in the inputted data. Specifically, during the ordering process, the user can view and modify the contents of their cart. If the cart does not contain the desired quantity, the user can enter the desired number of items in the quantity column. If the user wishes to delete items from the cart, they can click on the "X" "Remove" button. The user has the opportunity to continuously correct or delete the inputted data throughout the ordering process.



5.10. The user will receive a confirmation email after sending the order. If this confirmation email does not arrive within the expected timeframe, but no later than 48 hours, after the user sent the order, the user is released from the obligation of the offer or contract. The order and its confirmation will be considered received by the service provider and the user when it becomes accessible to them. The service provider excludes any responsibility for the confirmation email not arriving on time if the user provided the wrong email address during registration or the user's inbox is full and unable to receive messages.

5.11. The user acknowledges that the confirmation email described in the previous point is only an automatic confirmation and does not establish a contract. A contract is formed when the service provider sends a follow-up email to the user with details of the order and the expected completion date.

14-day money back guarantee

5.12. Within 14 days after receiving the product, the Service Provider will refund the purchase amount under the following conditions:

- No damage has occurred to the product, it has not been damaged, it has not been externally damaged, and there are no traces of use on it.
- The buyer fills out the withdrawal statement and bears the cost of returning it.

6. PROCESSING AND FULFILLMENT OF ORDERS

6.1. Orders are processed during business hours. Orders can also be placed outside of business hours, but will be processed on the next business day. The service provider will always confirm by email when the order can be fulfilled.

6.2. The general delivery time is within 1-5 business days from the date of the contract.

6.3. According to the sales contract, the Service Provider is obligated to transfer the ownership of the item, the User is obligated to pay the purchase price, and the item is to be received. The User can modify or cancel their order until the seller hands it over to the shipping company, but thereafter the User acknowledges that they can only exercise their right of withdrawal.

6.4. If the seller is a business and the buyer is a consumer, and the seller agrees to deliver the item to the buyer, the risk of damage shall pass to the buyer when the buyer or a third party designated by the buyer takes possession of the item. The risk of damage shall pass to the buyer when the item is handed over to the carrier if the buyer has entrusted the carrier and the seller did not recommend the carrier.

6.5. In case of delay by the Service Provider, the User is entitled to set a deadline. If the seller does not fulfill within the deadline, the buyer is entitled to withdraw from the contract.

6.6. The User is entitled to withdraw from the contract without setting a deadline if:

a) the Service Provider has refused to fulfill the contract; or



b) the contract had to be fulfilled at a specific time according to agreement or the recognizable purpose of the service - and not at any other time.

6.7. If the Service Provider fails to fulfill its obligations under the contract due to the fact that the product specified in the contract is not available, they must immediately inform the User and immediately refund any amounts paid by the User, and the Service Provider must also ensure that the User can exercise any other rights provided for in the law in case of defective performance.

6.8. The Service Provider reminds Users that if they do not take possession of the products ordered in accordance with the contract (regardless of the payment method), they will be in breach of contract, as specified in Section 6:156. § (1) of the Hungarian Civil Code. This means that, in accordance with the rules for handling affairs without instruction, if the Consumer does not indicate their intention to withdraw (and does not make a statement that they wish to take possession of the ordered products), the Service Provider may claim the usual storage costs and the cost of return delivery (if any) related to the product(s) from the Consumers. The Service Provider also reminds Users that in order to enforce our legal claims arising from such breaches of contract, we will seek the assistance of our lawyers, and thus any additional legal costs (such as the fees for payment summons) arising from the breach of contract will also be borne by the User.

7. RIGHT TO CANCEL

7.1. In accordance with Directive 2011/83/EU of the European Parliament and of the Council, as well as the Hungarian Government's Regulation 45/2014 (II.26) on the detailed rules of contracts between consumers and businesses, the consumer may cancel the contract within 14 days of receiving the ordered product without giving any reason and return the product. If the company does not provide this information, the 14-day cancellation period will be extended by twelve months. If the company provides the information after the 14 days have passed but within 12 months, the 14-day cancellation period will start from the date the information was provided.

7.2. The consumer may exercise the right to cancel by making a clear statement or by using the sample statement in Annex 2 of Regulation 45/2014 (II.26).

7.3. The period for exercising the right to cancel expires 14 days after the day on which the consumer, or a third party designated by the consumer and different from the carrier, takes possession of the product.

7.4. The consumer may also exercise the right to cancel during the period between the date of the contract and the date of receipt of the product.

7.5. The consumer must bear the cost of returning the product, as the company has not accepted this cost.

7.6. The consumer will not be charged any other costs other than the cost of returning the product when exercising the right to cancel.

7.7. The right to cancel does not apply to products that have been manufactured to the consumer's specification or clearly personalized, or to products that have been manufactured on the consumer's instructions.



7.8. The Consumer also cannot exercise their right of withdrawal in the following cases:

- a. in the case of service provision contracts, after the completion of the entire service, if the company began the execution of the service with the express, prior consent of the Consumer and the consumer acknowledged that they would lose their right of termination upon completion of the entire service;
- b. in the case of products or services, whose price or fee is not affected by the company on the money market, and whose possible fluctuations during the withdrawal period;
- c. in the case of perishable or short-lived quality products;
- d. in the case of closed-packaged products, which cannot be returned due to health or hygiene reasons after opening;
- e. in the case of products that are inseparable from other products by their nature after delivery;
- f. in the case of alcoholic beverages, whose actual value depends on market fluctuations and for which the price was agreed upon at the time of the sale contract, but the execution of the contract only takes place after the 30th day from the conclusion;
- g. in the case of business contracts, in which the company visits the consumer at the express request of the consumer for the purpose of urgent repair or maintenance work;
- h. in the case of sealed audio and video recordings, as well as computer software, if the Consumer opened the packaging after delivery;
- i. in the case of newspapers, magazines, and periodicals, with the exception of subscription contracts;
- j. in the case of contracts concluded in public auction;
- k. in the case of accommodation services, except for housing services, transportation, personal transport services, rental of vehicles, catering, or services related to leisure activities, if the contract specifies the date or period of performance.

7.9. Once the Provider receives the notice of withdrawal, it will refund the amount paid by the Consumer, including the shipping fee, within 14 days according to the above laws.

7.10. The same payment method used in the original transaction will be used for the refund, unless the Consumer explicitly agrees to a different method; the Consumer will not incur any additional charges as a result of this method of refund.

7.11. The Consumer must return the goods without undue delay and in any event not later than 14 days from the day on which the Consumer communicates its withdrawal from this contract to the Provider.

7.12. The Consumer shall send the notice of withdrawal in writing within 14 days.

7.13. The Consumer shall comply with the deadline if he sends back the goods before the expiry of the 14-day period.



7.14. The Consumer shall bear the direct cost of returning the goods.

7.15. The Provider is not obliged to reimburse the Consumer for any additional costs resulting from the Consumer's choice of a method of delivery other than the cheapest common standard delivery offered by the Provider.

7.16. The Provider may withhold the reimbursement until it has received the goods back or the Consumer has supplied evidence of having sent back the goods; whichever is the earliest.

7.17. If the Consumer wishes to exercise its right of withdrawal, it may do so by contacting the Provider through any of its available contact methods in writing (e.g. email, letter, etc.).

7.18. The consumer is liable only for depreciation resulting from use beyond the use necessary to establish the nature, characteristics and functioning of the product.

7.19. Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses is available here.

7.20. Directive 2011/83/EU of the European Parliament and of the Council is available here

7.21. The Consumer may also contact the Service Provider with other complaints using the contact details provided in these GTC.

7.22. The right of withdrawal shall only apply to Users who are consumers within the meaning of the Civil Code.

7.23. The right of withdrawal shall not apply to a business, i.e. a person acting in the course of his/her profession, self-employed occupation or business activity.

7.24. Procedure for exercising the right of withdrawal:

7.24.1 If the Consumer wishes to exercise the right of withdrawal, he/she must notify the Service Provider of his/her intention to withdraw by contacting the Service Provider.

7.24.2 The Consumer exercises his right of withdrawal within the time limit if the 14th day after receipt of the product has expired.

14 days after receipt of the product. In the case of written withdrawal, it is sufficient to send only the withdrawal notice within 14 days. In the case of notification by post, the date of posting will be taken into account, in the case of notification by email or fax, the date of sending the email or fax will be taken into account.

7.24.3 In the event of withdrawal, the Consumer shall return the ordered product to the Service Provider's address without delay, but no later than 14 days from the date of notification of his withdrawal. The time limit is deemed to have been observed if the goods are sent before the expiry of the 14-day time limit (i.e. they do not have to arrive within 14 days). The Customer shall bear the costs incurred in connection with the return of the goods due to the exercise of the right of withdrawal.

7.24.4 However, the Service Provider is not obliged to reimburse the Consumer for any additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Service Provider. The Consumer shall also exercise his right of withdrawal



during the period between the date of conclusion of the contract and the date of receipt of the goods.

7.24.5 In the case of the sale of several products, if the delivery of each product takes place at a different time, the Customer may exercise the right of withdrawal within 14 days of the date of receipt of the last product delivered or, in the case of products consisting of several lots or pieces, of the last lot or piece delivered.

8. Warranty

Defective performance

The obligor shall be deemed to have performed defectively if the service does not meet the quality requirements laid down in the contract or by law at the time of performance. The obligor is not in defective performance if the person entitled knew of the defect at the time of the conclusion of the contract or should have known of the defect at the time of the conclusion of the contract.

Any term in a contract between a consumer and an undertaking which derogates from the provisions of this Chapter relating to implied warranties and guarantees to the detriment of the consumer is void.

Business User: a person acting in the course of his trade, profession, self-employment or business.

Accessories warranty

8.1. In the event of defective performance by the Service Provider, the User may assert a claim for warranty of the goods against the Service Provider in accordance with the rules of the Civil Code.

8.2. What rights does the User have under his/her warranty claim?

The User may, at his option, make the following claims under the warranty of convenience: request repair or replacement, unless the fulfilment of the claim chosen by the User is impossible or would involve disproportionate additional costs for the company compared to the fulfilment of another claim. If the repair or replacement is not requested or could not be requested, the User may request a proportionate reduction of the price or have the defect repaired or replaced by another party at the expense of the undertaking or, as a last resort, withdraw from the contract. The User may transfer his right of warranty from one of his chosen rights to another, but the cost of such transfer shall be borne by the User, unless it was justified or the enterprise gave a reason for it.

The consumer shall also be entitled to claim a proportionate reduction of the consideration or to terminate the sales contract, according to the seriousness of the lack of conformity, if

- (a) the trader has not carried out the repair or replacement or has carried out the repair or replacement but has not completed the whole or part of the repair or replacement dismantled and reinstalled the goods or refused to bring the goods into conformity with the contract;
- (b) there has been a repeated failure to perform the contract, despite the undertaking's attempts to bring the goods into conformity with the contract;
- (c) the non-performance is of such a serious nature as to justify immediate price reduction or immediate termination of the contract of sale; or



(d) the trader has not undertaken to bring the goods into conformity with the contract or it is clear from the circumstances that the trader will not bring the goods into conformity within a reasonable time or without significant detriment to the consumer.

If the consumer wishes to terminate the sales contract on the ground of lack of conformity, the burden of proving that the lack of conformity is insignificant shall lie with the trader.

The consumer is entitled to retain all or part of the remaining purchase price, in proportion to the seriousness of the lack of conformity, until the trader has fulfilled his obligations regarding the conformity of the performance and the lack of conformity.

The reasonable period of time within which the consumer must remedy the lack of conformity or replace the goods shall be calculated from the time when the consumer has notified the lack of conformity to the trader.

The consumer must place the goods at the disposal of the trader in order for the repair or replacement to be carried out.

The business must ensure the return of the replaced goods at its own expense. Where the repair or replacement requires the removal of goods which were put into service in accordance with the nature and purpose of the goods before the lack of conformity became apparent, the obligation to repair or replace includes the removal of the non-conforming goods and the putting into service of the goods supplied as a replacement or repaired goods or the bearing of the costs of removal or putting into service.

The reduction of the consideration is proportionate if it is equal to the difference between the value of the goods to which the consumer is entitled in the case of performance of the contract and the value of the goods actually received by the consumer.

The consumer's right of withdrawal from a sales contract may be exercised by means of a declaration addressed to the business expressing the decision to withdraw.

Where the lack of conformity affects only a specified part of the goods supplied under the sales contract and the conditions for exercising the right of termination are fulfilled in respect of those goods, the consumer may terminate the sales contract only in respect of the defective goods, but may also terminate it in respect of any other goods acquired together with them if the consumer cannot reasonably be expected to keep only the goods which are in conformity with the contract.

(a) the consumer must return the goods concerned to the trader at the trader's expense; and

(b) the trader must reimburse the consumer for the price paid for the goods concerned as soon as he has received the goods or the proof of their return.

8.3. What is the time limit for the Consumer to claim for a warranty?

The User (if he is a consumer) must notify the defect immediately after its discovery, but not later than two months after the discovery of the defect. Please note, however, that you cannot claim for a replacement after the expiry of the two-year limitation period (one year in the case of business or second-hand products) from the date of performance of the contract (for products with an expiry date, the guarantee may be claimed until the end of the expiry period).



If, in the case of goods containing digital elements, the contract of sale provides for the continuous supply of digital content or digital services for a specified period, the business is liable for any defect in the goods in relation to the digital content or digital services if the defect

(a) in the case of continuous supply for a period not exceeding two years, within two years of the completion of the goods; or

(b) in the case of a continuous supply of goods for a period exceeding two years, during the entire duration of the continuous supply or becomes detectable during the continuous supply period.

8.4. Who can you claim against?

The User may assert a warranty claim against the Service Provider.

8.5. What other conditions are there for exercising the right to claim under the warranty (if the User is a Consumer)?

Within 1 year from the date of performance, there are no other conditions for asserting a warranty claim other than the notification of the defect.

The User must prove that the product or service was provided by the company operating the webshop. However, after 1 year from the date of performance, the User shall be obliged to prove that the defect discovered by the User existed at the time of performance.

Product Warranty

8.6. In the event of a defect in a movable good (product), the Consumer may, at his option, claim either a warranty for accessories or a product warranty.

8.7 What rights does the Consumer have under a product warranty claim?

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

8.8. A product is defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

8.9. The Consumer has two years from the date on which the product was placed on the market by the manufacturer to make a product warranty claim. Once this period has expired, the consumer loses this right.

8.10. Against whom and under what other conditions can a consumer assert a product warranty claim?

You can only exercise your product warranty rights against the manufacturer or distributor of the movable item. The Consumer must prove that the product is defective in order to assert a product warranty claim.

8.11. In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

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



- the product was not manufactured or put into circulation in the course of his business, or
- the defect was not detectable according to the state of science and technology at the time when the product was placed on the market, or
- the defect in the product is due to the application of a law or a compulsory standard laid down by a public authority. The manufacturer (distributor) need only prove one ground for exemption.

Please note that you cannot claim both a warranty for accessories and a product warranty for the same defect at the same time. However, if your product warranty claim is successful, you may pursue your accessories warranty claim against the manufacturer for the replaced product or repaired part.

8.12. The Service Provider shall not be liable for damages resulting from faulty or negligent handling, excessive use or other than specified influences after the risk of damage has passed to the Customer, or from other improper use of the Products.

9. THE PROCEDURE IN CASE OF A WARRANTY CLAIM (FOR USERS WHO ARE CONSUMERS)

9.1 In a contract between a consumer and a business, the agreement of the parties may not derogate from the provisions of the Regulation to the detriment of the Consumer.

9.2 It is the consumer's responsibility to prove the conclusion of the contract (by means of an invoice or even just a receipt).

9.3. The costs related to the fulfilment of the warranty obligation shall be borne by the Service Provider (Civil Code § 6:166).

9.4. The Service Provider is obliged to take a record of the warranty or guarantee claim reported by the Consumer.

9.5. A copy of the protocol must be made available to the Consumer immediately and in a verifiable manner.

9.6 If the Service Provider is not able to declare the enforceability of the Consumer's warranty or guarantee claim at the time of its notification, it shall notify the Consumer of its position within five working days, including the reasons for the rejection of the claim and the possibility of recourse to the conciliation body, in a verifiable manner.

The Service Provider shall keep the minutes for three years from the date of their recording and shall produce them at the request of the supervisory authority.

9.7 The Service Provider must endeavour to carry out the repair or replacement within a maximum of fifteen days. If the repair or replacement takes longer than 15 days, the Service Provider shall inform the customer of the expected duration of the repair or replacement. The information shall be provided, with the consumer's prior consent, by electronic means or by any other means capable of evidencing receipt by the consumer.



10. MIXED PROVISIONS

10.1 The Service Provider shall be entitled to use an intermediary to fulfil its obligations. The Service Provider shall be fully liable for any unlawful conduct of the service provider, as if the service provider had committed the unlawful conduct himself.

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

10.3 If the Service Provider fails to exercise any right to which it is entitled under these GTC, the failure to exercise such right shall not be deemed a waiver of such right. Any waiver of any right shall be valid only upon express written declaration to that effect. The fact that the Service Provider 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.

10.4 The Service Provider and the User shall attempt to settle their disputes amicably.

10.5 The Parties acknowledge that the Service Provider's webshop is located in Hungary and that its maintenance is carried out here. Since the site can be visited from other countries, the users expressly acknowledge that the governing law in the relationship between the user and the Service Provider is Hungarian law. If the user is a Consumer, the court of the defendant's (Consumer's) domicile shall have exclusive jurisdiction over the Consumer in disputes arising from this contract pursuant to Section 26 (1) of the Civil Code.

10.6 The Service Provider shall not apply different general terms and conditions of access to the products in the webshop for reasons related to the User's nationality, place of residence or place of establishment.

10.7 The Service Provider shall not apply different conditions to the payment transaction for the payment methods accepted by it for reasons related to the User's nationality, residence or place of establishment, the place of account management of the payment account, the place of establishment of the payment service provider or the place of issue of the cash substitute payment instrument within the Union.

10.8 The service provider complies with REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 30 June 2018 on combating unjustified territorial restrictions based on the nationality, residence or domicile of the customer and other forms of discrimination based on content and other grounds within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC.



11. COMPLAINTS HANDLING PROCEDURE (FOR USERS WHO ARE CONSUMERS)

11.1 Our Store aims to fulfil all orders to the customer's full satisfaction and in a satisfactory quality. If the User nevertheless has a complaint regarding the contract or its performance, he/she may communicate his/her complaint by telephone, e-mail or letter.

11.2 The Service Provider shall immediately investigate the verbal complaint and, if necessary, remedy it. If the customer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall immediately take a record of the complaint and its position on the complaint and shall provide the customer with a copy of the record.

11.3 The Service Provider shall reply to the written complaint in writing within 30 days. The reasons for rejecting the complaint shall be given. The Service Provider shall keep a record of the complaint and a copy of the reply for 3 years and shall present it to the supervisory authorities upon request.

11.4 You are informed that, if your complaint is rejected, you may submit your complaint to a public authority or a conciliation body, as described below:

11.5 The Consumer may lodge a complaint with the consumer protection authority:

Pursuant to Article 45/A (1) - (3) of the Consumer Protection Act and Government Decree No. 387/2016 (2 December 2016) on the designation of the consumer protection authority, the Government Office acts as the general consumer protection authority:

<https://www.kormanyhivatal.hu/hu/elerhetosegek>

11.7 The conciliation body is competent to settle consumer disputes out of court. The conciliation body's task is to attempt to reach an agreement between the parties to settle the consumer dispute and, if this is unsuccessful, to decide on the case in order to ensure the simple, quick, efficient and cost-effective enforcement of consumer rights. At the request of the Consumer or the Supplier, the conciliation body shall advise on the rights and obligations of the Consumer.

11.8 In the event of a cross-border consumer dispute relating to an online sales or service contract, the conciliation body operated by the chamber designated by the Minister responsible for consumer protection by decree shall be competent.

11.9 The Consumer may use the EU online dispute resolution platform in case of a complaint. To use the platform, you need to register simply on the European Commission's system by clicking here.

After logging in, the Consumer can then lodge a complaint via the online website <http://ec.europa.eu/odr>

11.10. The Service Provider has a duty to cooperate in the conciliation procedure, by sending its reply to the conciliation body and by ensuring the participation of a person authorised to negotiate a settlement at the hearing. If the head office or place of business is not registered in the county of the chamber of the competent conciliation body, the obligation of cooperation of the business shall include offering the possibility of a written settlement in accordance with the Consumer's request.



11.11. If the Consumer does not apply to a conciliation body or if the procedure has not been successful, the Consumer may apply to the courts to have the dispute settled. The action shall be brought by means of a statement of claim, which shall contain the following information:

- the competent court;
- the names, domicile and status of the parties and their representatives;
- the right sought to be enforced, stating the facts on which it is based and the evidence in support of those facts;
- the particulars from which the jurisdiction and competence of the court may be derived;
- a request for a definitive ruling by the court.

The application must be accompanied by the document or a copy of the document whose contents are relied on in support of the application.

12. COPYRIGHT

12.1 As <https://peiko.com/> as a website is a copyright work, it is prohibited to download (reproduce), retransmit to the public, otherwise use, electronically store, process and sell the content of <https://peiko.com/> or any part thereof without the written consent of the Service Provider. However, the User may download the GTC and the Privacy Policy and store them in any form without any conditions or restrictions.

12.2.

12.3. The Service Provider reserves all rights to all elements of its service, its domain names, the secondary domain names formed from them and its Internet advertising space.

12.4 It is forbidden to adapt or reverse engineer the content of the <https://peiko.com/> website or any part of it; to create user IDs and passwords in an unfair manner; to use any application that allows the <https://peiko.com/> website or any part of it to be modified or indexed.

12.5. The name <https://peiko.com/> is protected by copyright and may not be used for any purpose other than to except with the written consent of the Provider.

12.6 The User acknowledges that the Service Provider is entitled to a penalty in the event of use without permission. The amount of the penalty is HUF 60,000 gross per image and HUF 20,000 gross per word. The User acknowledges that this penalty is not excessive and browses the site with this in mind. In the event of copyright infringement, the Service Provider shall apply for a notarial certificate of fact, the amount of which shall also be charged to the infringing User.

13. DATA PROTECTION

The website's privacy policy is available at: <https://peiko.com/adatvedelem>,
<https://peiko.com/privacy-policy>

Budapest, 01.12.2022.

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