

Banknote.hu

General Terms and Conditions

The present document will not be filed, will be concluded in an electronic form, shall not be considered as a written agreement, is formulated in Hungarian, does not refer to a Code of Conduct. In case of questions arising related to the operation, ordering and delivery process of the webshop, all our Clients can contact us at the contact details provided below.

The effect of the present General Terms and Conditions covers the legal relations established through the service provider's webpages and subdomains (banknote.hu, accubanker.hu, uv-lampa.hu, uvlampa.hu, bankjegyszamlalo.hu, bankjegyszamlalo.eu, goldmill.hu, cashtech.hu, penzszamlalo.com, penzszamlalo.hu, penzszamol.eu). The present General Terms and Conditions is available at the following website: <http://banknote.hu/aszf> and it can be downloaded from the following link: <http://banknote.hu/aszf.pdf>

1. NAME OF THE COMPANY:

Name of the Company: BANKNOTE Commercial and Service Provider Limited Liability Company
Seat of the Company: 26-32 Cziráki str. Budapest 1163, Hungary
Company's contact data, e-mail address generally used for contacting clients: info@banknote.hu
Company registration number: 01 09 862912
Tax identification number: 13585349-2-42
Registering authority: Budapest City Court as Commercial Court
Phone number: 06 1 401-0938
Data protection registration number: NAIH-73260/2014.
Language of the contract: Hungarian
Name and e-mail address of the server service provider: DENINET Ltd.
79/b Bercsényi str. Budapest - 1188
Phone: +36 1 296-0075, +36 40 620-030
Mobile phone: +36 20 935-4619, +36 70 318-9263
Fax: 1 296-0076, 1 700-1780
E-mail: info@deninet.hu
Technical questions: help@deninet.hu

2. BASIC REGULATIONS:

2.1. In case of questions not regulated by the present General Terms and Conditions and for interpreting its contents Hungarian law shall be regarded as normative legislation with special regard to Act IV of 1959 on the Civil Code („Ptk.”) and some of the regulations of Act CVIII. of 2001 (Elker. tv.) on electronic commercial and IT services. The obligatory dispositions of the relevant legislation shall be considered as binding and normative for the Parties without any derogations.

2.2. The present General Terms and Conditions has been in force since 3 March 2014 and shall remain in force until further notice. The Service Provider is entitled to modify the present document unilaterally. The modifications shall be published by the Service Provider on the websites 11 (eleven) days before they come into effect. By using the websites users shall accept that the regulations concerning the use of websites are automatically applied to them.

2.3. The user using the webshop operated by the Service Provider - if the user reads its contents even if he is not a registered user of the webshop - shall regard the regulations of the present document as binding and obligatory. In case if the user does not accept the terms and conditions, he or she is not entitled to view the contents of the webshop.

2.4. The Service Provider reserves all rights related to the management and distribution of the webshop content, any of its details. It is forbidden to download the webshop content, to save, store, process and sell the content electronically without the written content of the Service Provider.

3. PRODUCTS AND SERVICES

3.1. The prices concerning the products means prices in HUF, they include the VAT stipulated by law, however, they do not contain the delivery fee. Packaging costs will not be charged to clients.

3.2. The Service Provider shall specify the name and description of the product, and a photo shall present the product. The photos and images appearing on the products' data sheet can differ from the real appearance of the product, they can illustrate the product. We do not take any responsibility for the differences between the images available on the webshop and in reality.

3.3. In case if a promotional price will be introduced, the Service Provider shall fully inform users concerning the promotion and its exact duration.

4. ORDERING

4.1. The user selects the product to be purchased.

4.2. User sets the correct quantity of products.

4.3. The user places the products in the cart. The user can view the contents of the cart at any time by clicking on the „cart” link.

4.4. In case if the user intends to buy further products, the „buying further products” option shall be selected. If the user does not wish to buy any more products, he shall check the item number. By clicking on the X icon, the contents of the cart can be deleted. Following the finalisation of the quantity the contents of the cart is automatically updated. If it does not happen, the user shall click on the „update cart” icon.

4.5. The user selects the delivery address, then the delivery/payment mode, there are several types of payment:

4.5.1. Means of payment:

Pay on delivery: In case if the client intends to pay the value when receiving the pack, he shall select the "Pay on delivery" payment mode.

Personal delivery: In case if the client intends to pay in cash or with bank card at our customer service when receiving the product, select the Payment with cash or bank card at the customer service option.

Bank transfer (prepayment): The price of the order is paid by the user before the fulfilment of the order. Please specify the identification number of the order in the „note” field!

PayPal: If you choose the PayPal payment mode at the counter, it will automatically navigate you to the safe PayPal payment interface (SSL).

In case of payment with bank card through the internet (with SSL 128 bit confidentiality) the data indicated on the bankcard is forwarded directly to the server of the CIB Bank. In case of online payment not only the bank card number but the date of expiry and the CVC2 code also have to be indicated which is a code composed of three digits located under the magnetic stripe. Accepted bank cards: VISA, EC/MC unembossed cards.

4.5.2. Delivery costs:

The user can calculate with the following transport costs. Of course the fees below are automatically calculated when the order is made and are also specified in the cart.

Transport costs

Pay on delivery

In case of payment with BANK CARD and PAYPAL

Total amount

of the ordert

Transport fee

Transport fee

HUF 1000 - 8000 net

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(HUF 1270 - 10 160 gross)
HUF 1000 net
(HUF 1270 gross)
HUF 1000 net
(HUF 1270 gross)
from HUF 8001 net
(from HUF 10161 gross)
free!
free!

We send the invoice containing the delivery fees and the price of the product. The above costs only have to be paid once in case if one order is delivered in several packs or not at the same time.

If we have free capacity we can deliver the banknote machines on the day of order within Budapest.

Our company delivers the ordered products with GLS or DPD courier service or with the help of the Hungarian Post (small size products). The products can be delivered to clients with courier service the following day after the order, the products posted by the Hungarian Post will be sent by priority post, by recommended letter. (in case of orders submitted until 15:00).

We can deliver the ordered products on working days in office hours (8:00-17:00), so we would like the client to provide a delivery address where the client is available to receive the pack until the deadline specified.

4.6. In case if there are any deficiencies or faults related to the products or prices in the webshop, we reserve the right to make corrections. In such cases the customer is informed about new data after the fault has been realized and modified. Following this, the client can confirm the order or there is a chance for either of the parties to withdraw from the contract.

4.7. The final amount to be paid contains every cost based on the summary of the order and the confirmation letter. The package contains the invoice, the guarantee letter and the information concerning the withdrawal rights. The user is liable to examine the package on delivery, in front of the courier and in case of any damage on the product, on the package, he is liable to take minutes, in case of damage he is not obliged to take over the package. The Service Provider does not accept any complaints without the minutes!

4.8. After the data have been provided the user shall click on the "summary" button and click on „sending the order”, however, before that you can check the data provided once again and make a note or you can send us an e-mail with your inquiries.

4.9. Correction of data input faults: Prior to closing down the ordering process, the user can make a step back to the previous phase where he can correct the data entered.

4.10. The user shall receive a confirmation of the order in an e-mail. In case if the confirmation is not received by the user within the expected deadline but within 48 days of dispatching the order, the user will be exempted from the contractual obligations.

4.11. The order and its confirmation shall be regarded as received by the Service Provider or the User if it is available. The Service Provider excludes the obligation to confirm if the confirmation is not received on time because the User provided an incorrect e-mail address during the registration or if he is not able to receive any messages due to a full inbox.

5. PROCESSING AND PERFORMANCE OF ORDERS

5.1. Orders are processed in office hours (H-CS: 9:00 - 16:30, on Fridays: 9:00 - 16:00). Besides the dates specified during the processing of the order there is a possibility to submit the order if it happens after the end of working hours, on the subsequent day it will be processed. The customer service of the Service Provider will confirm electronically in every cases when the

order can be completed.

5.2. If the Service Provider and the User did not agree on the date of performance, the Service Provider is liable to fulfil the contractual obligations within 30 days of receiving the order.

5.3. In case if the Service Provider does not fulfil its contractual obligations since the product defined by the contract is not available, he is liable to immediately inform the User concerning this, and to return the amount paid by the User immediately but at the latest within 30 days. Fulfilling this obligation does not exempt the user from other consequences of breaching the contract.

5.4. The Service Provider does not take any responsibility for the eventual changes in technical brochures or for changes occurring for reasons outside its scope of responsibility. The Service Provider reserves the right to partly or fully reject the orders confirmed. In case of partial performance can take place only if the Service Provider made an agreement with the user!

6. RIGHT OF WITHDRAWAL

6.1. In accordance with the 17/1999. (II.5.) Government regulation on contracts signed between distant Parties, the user can withdraw from receiving the ordered Product within 8 days of receiving them without providing any reasoning and can send back the ordered product. In case if there is no reasoning, the User is entitled to exercise the right to withdraw from the contract.

6.2. In case if the User exercises its right of withdrawal, besides the obligation of paying the fee of returning the Product, no other fees have to be paid by the User, however, the Service Provider has the right to request the payment of the compensation resulting from improper use.

6.3. The User is not entitled for the right of withdrawal in case of products which are related to the person of the User, based on the User's instructions or as a result of the request of the User.

6.4. In accordance with the above legislation, the Service Provider is liable to return the amount to the User immediately but at the latest within 30 days of receiving the returned product.

6.5. In case if the User would like to exercise his rights of withdrawal, it is possible to do it in writing at any one of the available contact details or on the phone. In case of sending back the products by post, the date of dispatching shall be considered as the date of dispatch and in case of a telephone call, the date of the phone call. In case of sending the package by post, the consignment shall be posted as a recommended letter. The ordered product shall be returned to the User by post or by courier service.

6.6. The User has to pay attention to the proper use of the product, since all the damages due to improper use are to be covered by the User! Within 30 days of receiving the product, the Service Provider shall return the price of the product to the bank account number provided by the user.

6.7. The effective version of the 17/1999. (II.5.) Government regulation on contracts signed between distant Parties is available here.

6.8. The User has the right to contact the Service Provider with other complaints at the contact numbers provided in the present Regulations.

6.9. The enterprise, that is, the person not proceeding in his own profession, trade or business activity is not entitled for the right of withdrawal.

In case of selling products to European Union countries and as of 13 June 2014 in Hungary as well:

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6.10. In accordance with the 17/1999. (II.5.) Government regulation on contracts signed between distant Parties, the European Parliament's and the Council's 2011/83/EU directive and the 45/2014. (II.26.) Government Regulation on the detailed rules and regulations of contracts concluded between the consumer and the enterprise, the User is entitled to withdraw from the contract within 14 days of receiving the products without the obligation to provide a reason and can send back the ordered product. In case if the present this information is not available, the User is entitled to exercise its right to withdraw for one year.

6.11. The right to withdraw from the contract is valid for 14 days and expires on the 14th day following the receipt of the product by the User - or by any other person authorized by the User, other than the transporter.

6.12. In case of practicing the right to withdraw, the User is liable to pay the costs of sending back the product but no other costs are incurred by the User. However, Service Provider is entitled to claim the payment of costs related to improper use.

6.13. The user is not entitled to the right of withdrawal in case of non-prefabricated products that were manufactured as a result of the consumer's instructions or expressed demand or in case of products which were tailored to the consumer's personal needs.

6.14. The Service Provider shall return the amount - including the transport fee - to the User immediately or within 14 days of receiving the product in accordance with the legislation above.

6.15. During the refund process the same payment mode shall be applied as during the original payment procedure, except for cases when the User consented to a different payment mode

6.16. The User gives its consent to using other payment modes; no extra costs will be charged to the User.

6.17. The User is liable to return the goods without any delay or at least not later than 14 days after sending the notification concerning the withdrawal from the contract to the Service Provider or submit it at the Service Provider.

6.18. The User respects the deadline if the product(s) are sent back or handed over before the 14 days deadline expires.

6.19. The user shall only pay the direct costs of sending back the products, except if the enterprise undertook to pay this cost.

6.20. The User is only liable for the damages and amortization related to the products if the products were treated in such a way that the products' characteristics and operation changed.

6.21. The Service Provider is entitled to reject the refund as long as the User has not sent the products back or has not provided an evidence certifying that he sent back the products, from the two dates the earlier has to be taken into consideration.

6.22. In case if the User intends to use its right to withdraw from the contract, he can contact the Service Provider in writing (or with the help of the data sheet annexed) or on the phone. In case if the

6.23. The Service Provider accepts the withdrawal intent if the consignment is sent back as a recommended letter by post. The ordered product shall be sent by the User to the Service Provider by post our courier service.

6.24. The User has to pay special attention to the proper use of the product since the costs of damage resulting from improper use shall be covered by the User! The Service Provider shall return the price of the product to the bank account number provided by the User within 14 days of receiving the product, along with the transport costs.

6.25. The 45/2014. (II.26.) Government Regulation concerning the contracts signed between the consumer and the enterprise is available here.

6.26. The 2011/83/EU directive of the European Parliament and the Council is available here.

6.27. The User is entitled to contact the Service Provider with other complaints at the contact numbers and email addresses specified in the present Agreement.

6.28. The enterprise, that is, the person not proceeding in his own profession, trade or business activity is not entitled for the right of withdrawal.

7. Guarantee

7.1. The Service Provider undertakes one year of guarantee for the products having a guarantee. In case of products which do not have a guarantee the Service Provider undertakes a guarantee for a period and under the conditions specified by the Manufacturers. The Service Provider shall inform the User concerning the terms and conditions of such guarantee in detail.

7.2. The Customer is entitled to a 2 year warranty as of the performance date. If the Customer cannot validate its claim due to an understandable reason, especially if the fault could not have been realized due to its nature within the 2 years deadline, the deadline for performance is 3 years as of the performance date.

7.3. The faults and damages that have been realized during the warranty period have to be repaired by the Service Provider free of charge, the product has to be replaced by another or a working product. In case if the Customer becomes aware of such problems, the Customer is liable to immediately inform the Service Provider in writing concerning the emerging claims of warranty.

7.4. In order to validate the warranty or guarantee the Customer is liable to present the invoice or warranty received from the Service Provider. In case if the Customer would like to validate the warranty, the Customer can primarily claim reparation or replacement, following this discount from the price can be requested or the customer can withdraw from the contract. In case if the Service Provider is informed about the fault within 2 months, it can be considered as a valid claim. In case if the information is received later, the Customer is liable to take responsibility. Beyond the above, the warranty annexed to the product can also contain warranty terms and conditions.

7.5. The Service Provider shall not be held liable for damages due to natural wear and use of the products and for damages due to improper or excessive use, exposing the product to impacts different from those defined in the contract.

Rules effective of 13 June 2014:

Garantie de vices

7.6. In which cases can the User use the garantie de vices?

In case of a failure to comply with the contractual obligations, the Customer can validate the garantie de vices against the enterprise in accordance with the regulations of the Civil Code.

7.7. What rights does the User related the garantie de vices have?

The Customer is entitled to validate – választása szerint – the following claims related to the garantie de vices: he can request reparation or replacement, except if it is impossible to comply with the claim chosen by the User or if some additional costs emerge in relation to the claim. If the User did not request the reparation or replacement or did not have any means to do so, he is entitled to reduce the amount proportionately or can repair the fault to his own cost or can have it repaired by someone else – or in the

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final case - can withdraw from the contract. The Customer is entitled to change the type of garantie de vices, however, he is liable to cover the costs, except for justified cases or if the enterprise gave a reason for that.

7.8. What deadlines apply to the validation of the garantie de vices?

The User is liable to inform the Service Provider of the fault immediately after it has been discovered but no later than within 2 months of discovering the fault. At the same time we would like to draw your attention to the fact that you cannot validate the garantie des vices if the 2 year deadline calculated from the fulfilment of the contract expired.

7.9. The garantie de vices can be validated against whom?

The User can validate its rights related to the garantie de vices against the enterprise.

7.10. What other conditions have to be fulfilled for the validation of these rights?

within 6 months of fulfillment there is no other condition for the validation of the garantie de vices besides informing the enterprise of the fault if the User certifies that the product or service was supplied by the enterprise operating the webshop. However, if the six months expired, the User is liable to prove that the fault existed at the time of fulfillment.

Product warranty

7.11. In which cases can the User validate its rights related to product warranty?

In case of products the User is entitled - according to his own choice - to validate his rights or product warranty claims as stipulated in clause 1.

7.12. What sort of rights is the User entitled to validate in case of claims related to product warranty?

Product warranty applies to the repair or replacement of a faulty product.

7.13. In what cases can the product be considered as faulty?

The product is faulty if it does not conform to the effective quality requirements or if it does not have the appropriate qualities specified in the manufacturer's description.

7.14. What is the deadline for validating the claim for product warranty?

The User is entitled to validate the product warranty claim within 2 years of marketing. After the expiry of the deadline, the User loses this right.

7.15. Against whom and under what conditions can the Customer validate his product warranty claim?

The Product warranty claim can only be validated against the manufacturer or distributor of the product in question. In case of intending to validate a product warranty claim the Customer has to prove that the product is faulty.

7.16. In which cases can the manufacturer (distributor) be exempted from product warranty obligations?

The manufacturer (distributor) can only be exempted from the product warranty obligation if he can prove that

- the product was not manufactured or distributed as part of its business activity or
- the fault could not be detected scientifically and technically at the time when it was placed on the market or
- the product's fault occurred as a result of applying relevant legislation or obligatory prescriptions by authorities.

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It is sufficient for the manufacturer (distributor) to certify only one reason in order to be exempted. I would like to draw the attention of the Customer to the fact that he cannot validate a garantie de vices and a product warranty claim at the same time. However, in case of successfully validating a product warranty claim, the Customer has the right to validate the garantie de vices related to the replaced or repaired product.

Warranty

7.17. In which cases can the User validate the rights of garantie de vices?

In case of defective performance the enterprise operating a webshop is liable to warrant for the products in accordance with the 151/2003. (IX. 22.) Government Regulation on obligatory warranty concerning certain consumer goods.

7.18. Based on the warranty, the User is entitled for what sort of rights and within what deadline?

The warranty period is one year. The warranty period begins with the date when the consumer goods are handed over to the Customer or in case if the distributor or its representative is responsible for the commissioning of the product, it begins with the date of commissioning.

7.19. When is the enterprise exempt from the warranty obligation?

The enterprise will be exempted from the warranty obligation only in case if the enterprise certifies that the cause of the fault emerged following the fulfilment of the order. We draw the attention to the fact that a claim for garantie des vices and a warranty claim, a product warranty and a warranty claim cannot be validated simultaneously, otherwise the User is not entitled for the rights related to the warranty regardless of the entitlements described in the chapters on product warranty and garantie des vices.

8. MISCELLANEOUS

8.1. The Service Provider is entitled to use the services of a collaborator. In case if the collaborator breaches the law, the Service Provider shall be held fully responsible for this act, as if the illegal act was committed by him.

8.2. In case if any of the present General Terms and Conditions becomes void or illegal, it does not concern the validity and enforceability of the remainder of the rules.

8.3. In case if the Service Provider does not exercise his rights resulting from the present document, failing to practice these rights does not equal to the waiver of rights. Waiving a right can only be considered valid if there is an explicit written declaration stating the intent. In case if the Service Provider does not stick to one relevant condition stated in the document does not mean that he waives this right, he can validate this later on.

8.4. In case of litigations the Service Provider and the User shall try to settle their disputes in an amicable way.

9. CLAIMS MANAGEMENT

9.1. The objective of our webshop is to fulfil orders in the appropriate quality and to fully satisfy customer needs. In case if the User has any complaints concerning the contract or the fulfilment of its conditions, he can inform the Service Provider at the e-mail address above or by post.

9.2. The Service Provider shall immediately examine

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complaints communicated on the phone and shall find instant remedy. In case if the Customer does not agree with the management of the claim, the Service Provider shall immediately take a record concerning the complaint and the related opinion and shall hand over a file copy to the Customer. If it is not possible to investigate the complaint rightaway, the Service Provider shall take a record concerning the complaint, and shall hand over a file copy to the Customer.

9.3. Our webshop shall answer a written complaint in writing within 30 days. A reasoning shall be provided if the complaint is rejected. The file copy of the reply shall be preserved for 3 years and shall present them to authorities in case if it is required.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Since the contents of Banknote.hu website is subject to intellectual property rights, it is forbidden to download (or multiply) any of the contents of Banknote.hu, to transfer it to any other parties or use them in any other way, to store or process it electronically or to sell it without the prior written consent of the Service Provider.

10.2. It is forbidden to receive any materials from the website or the database of Banknote.hu, in case if there is an available written consent, there should be a reference to the website.

10.3. The Service Provider reserves all rights related to its website and webshop elements, including the domain names, the secondary domain names and internet advertisement sites.

10.4. It is forbidden to adapt or decrypt the contents, even some elements of the Banknote.hu website; establish illegal user names or passwords; use any applications that foster modification or indexing of the website content of Banknote.hu in any way.

10.5. The Banknote.hu website is protected by intellectual property rights, it can only be used with the prior written consent of the Service Provider.

10.6. The User accepts and acknowledges that the Service Provider is entitled for penalty if the website is used without a valid licence. The penalty amounts to HUF 90 000 gross per picture and HUF 20 000 gross per word. The User shall accept and acknowledge that this penalty is not excessive and browses the website knowing the consequences. In case if intellectual property rights are breached the Service Provider certifies the facts in the presence of a notary, the costs of such legal procedure shall be incurred by the User committing the breach.

11. DATA PROTECTION

The regulations concerning the webpage's data management are available at the next following page:
<http://banknote.hu/adatvedelem>

3 March 2014, Budapest
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