

# General terms and conditions

## 1. Introduction

This General Terms and Conditions (hereinafter referred to as: GTC) contains the terms and conditions of using the services available on [www.u-style.hu](http://www.u-style.hu) website (hereinafter referred to as: Website) by the User. Technical information necessary for using the Website, which are not included herein, are available on the website. The User acknowledges and accepts the content of this GTC by using the Website.

## 2. Provider

Name: Univ-Fashion Kft.

Seat: H-5751 Nagykamarás, Tanya utca 56.

Contact address: H-5751 Nagykamarás, Tanya utca 56.

Shop address: H-9026 Győr, Egyetem tér 1.

Name of the representative: dr. Gábor Lasztovcza

Registry number: 04 09 012234

Name of the court registering the company: Company Registry Court of the Gyula District Court

Tax number: 23781539-2-04

EU VAT number: HU23781539

Bank details: Unicredit Bank Zrt.

Bank account number: 10918001-00000103-53110000

IBAN account number: HU55109180010000010353110000

E-mail address: [info@u-style.hu](mailto:info@u-style.hu)

Phone number: +36/707794497

## 3. Purpose of the website

U-Style brand has been established in order that as a tool of belonging to a university it shall enrich the life of tertiary education in Hungary with its wide and diverse range of product portfolio. We believe that it is cool to attend a college or university, and we intend to deliver this lifestyle to an increasing number of present and graduated students with the help of our products.

## 4. Terms of use

- Liability

The User may use the Website at their own risk, and accepts that the Provider takes no responsibility either for material, or for non-material damage with the exception of the breach of the contract caused intentionally, with gross negligence or by crime representing danger to life, physical safety and health.

Provider takes no responsibility for the behaviour of the Users of the Website, but takes all and exclusive responsibility for their own behaviour.

The User shall make sure that they shall not infringe either deliberately or undeliberately the rights of a third party while using the Website.

Provider is entitled, but not obliged to check contents posted by Users while using the Website (e.g. comments), and Provider is also entitled, but not obliged to seek signs that Users continue unlawful activities regarding posted contents, however, Provider shall not take responsibility for them.

- Intellectual property

The entire Website (texts, images, graphic elements, etc.) are under copyright protection, therefore, they are prohibited to be copied for commercial purposes, to be modified or to be distributed.

## 5. Terms of purchase

- Process of ordering

The Website provides opportunity for product display for the Provider and online shopping for Users. User may browse on the Website with the help of the Menu items. Products on sale category includes all products on sale. The initial and the expiry date of the sale of the initial date and the remark '**Until stocks are exhausted.**' are all displayed in the case of each product. You may find those products that we offer with quantity discount at the '**More for less.**' (inactive now) menu. The **New arrivals** item shows the newly introduced products.

Clicking on the name of the category, the list of the included products appears. If all the products of the category cannot be displayed on one page, pages can be changed by the numbers above and below the products. Detailed product page is accessible from the product list page by clicking on the name of the given product, where the features and the price of the product to be ordered can be obtained.

The selected product can be placed in the cart by clicking on the Cart button, and the needed amount of the items can be set next to the Cart button. The User may check the content of the Cart with the Cart menu item. On this screen, the User may either modify the amount of products to be purchased, or may even cancel the product. By hitting the Empty cart button, the User may also totally empty the cart. By hitting the Order button, the User may continue the shopping process. As a second step, the User may log in, register or continue shopping without registration.

In the case of registration or shopping without registration the following data shall be provided by the User: e-mail address, name, phone number, billing address, and delivery address if different. In case of registration, a password is also needed to be given in addition to the above mentioned data. The User may receive information on successful registration both via e-mail and on the Website. The User may ask for the cancellation of their registration from the Provider in e-mail. In this case, they will have to register again if they do some purchase next time. The User is responsible for keeping access data confidential. The User is also responsible to update their data, and is obliged to inform the Provider if the User becomes aware of any kind of data abuse by a third party. In case the User has forgotten their password, a new password may be requested on the Website. If the User has already registered on the Website, the purchase process may be continued by entering their user name and password.

As the next step of the order, the User shall select the most suitable form of payment and shipping. With the help of a summary page, the User may check all the previously provided data and the product to be purchased and its amount. In the case of errors in the data, the User may correct the data by clicking on the Pencil icon. If the User finds everything correct, they may finalize their order by hitting Submit order button. The User receives order confirmation both on the Website and in e-mail. If the User recognizes

any mistaken data after finalizing the order (e.g. in the confirmation e-mail), they shall inform the Provider immediately, but the latest within 24 hours.

Irrespective of any intention to order, the User may log in the Website with the **Login** menu. After logging in, the menu **Change customer details** will appear, where the User may modify their personal data provided during ordering the product, and may also trace the data and the status of the submitted order.

- Offer validity and confirmation

Provider shall send the User the confirmation of their order. If the User does not receive this confirmation within 48 hours, the offer validity expires and the User is not obliged to take over the ordered product.

The confirmation email contains the data provided during the ordering process, the order data, the name of the product(s), the price, the selected payment and shipping methods, the order number, as well as the comments made by the User regarding the given order.

- Execution of the contract

The contract can be executed in Hungarian language. Submitting the order qualifies as a contract executed electronically, therefore, the provisions of the Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services are applicable. The contract is subjected to the Government Decree No. 45/2014 (II.26) on the Detailed Provisions of Contracts Concluded between Consumers and Companies, and also complies with the provisions of the Directive 2011/83/EU of the European Parliament and the Council on consumer rights.

The contract enters into force upon receiving the automatic confirmation.

- Recording the contract

Contract executed on a website does not qualify as written contract, therefore, the Provider does not record and file it, and is not accessible posteriorly.

- Invoicing

The Provider issues a paper-based invoice, which is made available for the Customer by the selected shipping method.

In the case of postal, pick-pack point or delivery service shipping, the invoice can be found in the package of the product, while in the case of personal takeover, it is given personally.

- Payment
  - Prepayment by bank transfer

Dear Customer! In order to enable prepayment by bank transfer, you will receive a PROFORMA invoice on the next workday, based on which you may initiate the payment.

Receiver's name: UNIV-FASHION KFT

Receiver's bank account number: 10918001-00000103-53110000

Bank details: UniCredit Bank Zrt

Receiver's contact data:

Univ-Fashion Kft.

H-5751 Nagykamarás, Tanya u.56.

[info@u-style.hu](mailto:info@u-style.hu)

+36707794497

- Payment with debit/credit card

In case of selecting this payment method, the User will be directed to the payment system of Unicredit Bank, where you may use your debit/credit card to perform the payment. The bank card details shall always be given on the site of the bank, and these data are not accessible by the Seller. Your debit/credit card is preauthorized with the cost of the order during submitting the order. Accepted debit/credit cards: MasterCard, Maestro, Visa, Visa Electron.

- Shipping methods and pick-up possibilities

#### 5.7.1.

U-style makes all efforts to meet the shipping deadlines displayed on the Website. Nevertheless, U-Style cannot take the responsibility for the consequences of the delay or the loss of the package caused during shipping by a non-contractual third party or by the User or by an unavoidable and unforeseen cause. If the package does not arrive within the given time, an examination will be initiated and the shipping company in order to clarify the circumstances, which may take more days. During this period no refund and return of the product can be performed. Upon receiving the package, it is worth checking whether the delivered product corresponds to the ordered one. If not, you shall precisely indicate the differences on the proof of receipt by handwriting and signature. If the delivered product happens to differ from the ordered one, we advise – without any consequences to the applicable and valid warranties – to inform us also in a letter as soon as possible: postal address: Univ-Fashion Kft. H-5750 Nagykamarás, Tanya u.56. or e-mail address: [info@u-style](mailto:info@u-style).

The product may only be returned if the User returns it in its original conditions, in the appropriate packaging and together with the accessories. In the case of the justifiable return of the product, the Customer may choose between repairing or exchanging the product, except if one option would imply extra costs compared to the other. 24-hour delay is allowed during shipping the ordered product. For safety reasons, all debit/credit card order become subject to a control. In order to consider you order as valid, complementary data may be requested in given cases.

Therefore, let us request you that in order that we could avoid delays, please, provide us the following data: (private or business) e-mail address of the party performing the payment – (private or business) phone number of the party performing the payment so that the Customer could be available during the day.

## 6. Right to withdrawal

- Exercise of right to withdrawal

The provisions of this section are exclusively applicable to those natural persons who proceed out of their profession, individual or business activity, who purchase, order, receive and use a product, in addition to being the addressee of commercial communication and offers regarding the product (hereinafter referred to as: Customer).

Customer is entitled to withdraw from the purchase of the product or the last product in case of proving more products within 14 days after the Customer or a third party commissioned by the Customer, but not the shipping company has taken over the product, without giving any reason.

Customer may exercise the right to withdraw in the period between ordering the product and receiving it.

If the Customer wishes to exercise their right to withdraw, they shall send a declaration containing their clear intention to withdraw from the contract (e.g. via post, telefax or e-mail) to the Provider to their address given in this GTC. For this reason, the User may use the withdrawal declaration sample attached to the confirmation e-mail. The Customer exercises their right to withdrawal if they send their withdrawal declaration before the above mentioned deadline.

The Customer shall prove that they exercised their right to withdrawal in compliance with the provisions of Section 5. In any case, the Provider shall confirm the receipt of the withdrawal declaration immediately upon receipt.

In the case of written withdrawal, it shall be considered as valid if the Customer sends their withdrawal declaration within 14 calendar days (even if on the 14th day) to the Provider.

The Provider considers the date of posting in the case of sending the declaration via post, and the date of sending the e-mail of the fax. The Customer sends their letter via registered post, in order that the posting date could be proven beyond doubt.

In the case of withdrawal from the contract, the Customer shall return the product to the Provider to their contact address included in Section 1 herein without unreasonable delay, but within maximum 14 days after sending the declaration. The deadline is regarded to be met, if the Customer returns the product before the expiry of the deadline (e.g. by posting it or handing it over to a delivery person).

The costs of returning the product to the Provider's address shall be paid by the Customer. It is beyond the possibilities of the Provider to take over a postal return package with Collect on Delivery. No other costs burden the Customer regarding the withdrawal in addition to the cost of returning.

If the Customer withdraws from the contract, the Provider immediately, but the latest within 14 days upon receiving the withdrawal declaration refunds all the considerations performed by the Customer including the shipping costs, except those extra costs that incurred when the Customer requested a shipping method more expensive than the usual one. The Provider is entitled to withhold the refund as long as they receive the product back, or the Customer proved it without doubt that it has been posted: the Provider considers the earlier time of the two.

The Provider applies the same payment method at return as at the payment, except if the Customer expressly consents to use a different payment method: the Customer has no extra costs regarding the method of refund.

The Customer may only be impeached in the value decrease of the product, if it was caused by a usage exceeding the type, the nature and the operation of the product.

## 7. Warranty

- Liability for defects

In the case of the lack of conformity by the Provider, the Customer is entitled to claim liability for defects pursuant to the Act V. of 2013 on the Civil Code.

In the case of a Consumer contract, the User, who qualifies as Customer, is entitled to claim liability for defects within a 2-year long warranty period upon delivery for those product defects that already existed at the time of delivering the product. The Customer is not capable of claiming warranty over the 2-year long warranty period.

In the case of a non-consumer contract, the Customer is entitled to claim liability for defects within a 1-year long warranty period.

The Customer may claim for the following liability of defects at their discretion: they may ask for reparation, and exchange, except if the selected solution is either impossible for the company or if it would incur significant extra costs. If the Customer did not request the reparation or the exchange, or may not have requested it, they may request proportionate consideration, or may as well have the reparation done at the costs of the Provider, or as a last resort may withdraw from the contract.

The Customer may turn to another liability for defects, however, in this case the Customer shall pay the extra costs of changing to another solution, except if it was either reasonable or caused by the Provider.

The Customer shall inform the Provider on the defect immediately after noticing it, but the latest within two (2) months.

The Customer may claim for liability for defect directly from the Provider.

In the case of a defect noticed within 6 months after the performance (delivery or pick-up) it shall be examined if the defect existed already at the time of performance, except is this assumption is incompatible with the nature of the defect or the product itself. The Provider becomes exempt from the liability for defects only if this assumption is denied, i.e. the Provider proves that the defect of the product was caused after delivering it to the Customer. Based on this, the Provider is not obliged to accept the objection of the Customer, if they properly prove that the cause of the defect is the consequence of non-intended use. However, over 6 months after delivery, the burden of proof changes, i.e. in the case of dispute the Customer shall prove that the defect existed already at the time of delivery.

- Product warranty

Product warranty may occur in the case of the defect of a tangible asset (a product). In this case the User, who qualifies as Customer, may claim for liability described in Section 7.1 or product warranty at their own discretion.

The Customer may ask exclusively for the reparation or the exchange of the faulty product as the part of product warranty.

The product qualifies as faulty if it does not comply with the quality requirements valid at the time of its release, or if it does not have the features prescribed by the manufacturer.

The Customer may claim for product warranty within a 2-year warranty period within its release by the manufacturer. Following the expiry of this warranty period, the Customer loses this entitlement.

The Customer may claim for product warranty from the manufacturer or the distributor of the given product.

The defect of the product shall be proven by the Customer in the case of claiming product warranty.

The manufacturer (distributor) becomes exempt from their liability for product warranty only if they are able to prove that:

- the product was not manufactured or distributed by their business activities, or
- the defect could not be recognised at the time of the release due to the state of the art at that time, or
- the defect of the product is caused by the application of the law or authority regulation.

In order to become exempt, the manufacture (distributor) shall only prove one of the above three causes.

Liability for defects and product warranty cannot be claimed for the same defect at the same time, simultaneously with each other. However, in the case of a successful claim for product warranty, the Customer may ask for liability for defects for the exchanged or repaired part against the manufacturer.

- Compulsory warranty

The Government Decree 151/2003. (IX. 22.) on the compulsory warranty on certain consumer goods designated for long-term use contains stipulations regarding the compulsory warranty of certain consumer goods. The scope of the decree is valid exclusively in the case of new products sold in the territory of Hungary and listed in the appendix of the decree.

Regarding the consumer goods designated for long-term use listed in the appendix of the decree the compulsory warranty is 1 year, and the beginning of the warranty period is the day of delivering the product to the Customer or installing the service by the Provider or a subcontractor of the Provider.

The Provider becomes exempt from the compulsory warranty only if they prove that the defect was caused after the delivery of the installation. Liability for defects and compulsory warranty, or product warranty and compulsory warranty cannot be claimed for the same defect at the same time, simultaneously with each other, however, the Customer is entitled to the rights incurring from compulsory warranty irrespective of the entitlements described in Sections 7.1 and 7.2.

- Claiming for warranty and liability

The Customer may claim for warranty at the following contact:

Name: Univ-Fashion Kft.

Contact address: H-5751 Nagykamarás, Tanya utca 56.

Phone number: +36707794497

E-mail address: [info@u-style.hu](mailto:info@u-style.hu)

## 8. Remedy

- Place, time and method of handling complaints

The Customer may make their complaints regarding the product or the activity of the Provider to the following contacts:

Name: Univ-Fashion Kft.

Contact address: H-5751 Nagykamarás, Tanya u.56.

Phone number: +36707794497

E-mail address: [info@u-style.hu](mailto:info@u-style.hu)

The Provider shall offer immediate remedy for oral complaints, if possible. If there is no possibility to offer immediate remedy for the oral complaint due to the nature of the complaint or as the Customer does not agree with the way the complaint has been handled, then the Provider shall make a record of it and store it together with the effective answer of the Provider for 5 years.

In the case of personally made (oral) complaint, the Provider shall hand over a copy of the record of the complaint on site, or if it is not possible, Provider shall proceed pursuant to the rules of written complaints prescribed hereinafter.

In the case of complaints made on the phone or by any electronic info communication devices, the Provider shall send their effective answer together with the copy of the record.

In all other cases the Provider shall proceed in accordance with the rules referring to written complaints.

In the case of complaints made on the phone or by any electronic info communication devices, the Provider applies a unique identification number for the case that will make it easier later on to trace back the complaint.

The Provider shall give effective answer for all written answers 30 within 30 after receiving them. In the case of this GTC, the arrangement of the complaint means posting the answer.

If a complaint is rejected, the Provider informs the Customer on the reason(s) of the rejection.

- Other possibilities of enforcement of rights

If the possible legal dispute between the Provider and the User is not settled during the negotiations, the following possibilities for enforcing Customer rights are available:

- Making a complaint at the Consumer Protection Authority,
- Initiating an arbitration procedure (the contact of the arbitration in the region of the seat of the Provider shall be given),
- Initiating a court procedure.

## 9. Miscellaneous

- Modification of GTC and prices

The Provider may modify this GTC, the price of the products and the other prices displayed on the website with non-retrospective validity; the modification becomes valid after publishing it on the website and is only valid for transactions initiated after the modification has come into force.

- Technical limits

Shopping online assumes that the User is aware of and accept the limits and possibilities of using the Internet, with special consideration of technical performance and occurring failures. The Provider is not responsible for any operational failure in the Internet network, which may hinder the operations of the website and shopping.

This General Terms and Conditions become effective on: 1 April, 2015.