

# General Terms and Conditions For Entrepreneurs

## Contents

<b>I. Introduction</b> .....	<b>3</b>
<b>II. Use of the Web Store</b> .....	<b>4</b>
II.1. Registration .....	5
II.2. Deleting your account, data protection.....	5
<b>III. The purchasing process in the Web Store and the Alza Application</b> .....	<b>6</b>
III.1. Placing an order in the Web Store.....	6
III.2. Confirmation of receipt of the offer in the Web Store .....	8
III.3. Conclusion of the contract for orders placed in the Web Store .....	9
III.4. Written form of the contract .....	9
III.5. Language of the contract.....	9
III.6. Correction of data entry errors.....	9
III.7. Submission to a code of conduct.....	9
III.8. Unboxed, new, and used products .....	9
<b>IV. Ordering and purchasing outside the online store (via email, telephone, in person)</b> .....	<b>10</b>
IV.1. Placing an order outside the online store .....	10
IV.2. Conclusion of the contract for orders placed outside the Web Store	10
<b>V. Improper use of the Web Store</b> .....	<b>10</b>
<b>VI. Pre-order</b> .....	<b>13</b>
<b>VII. Price display</b> .....	<b>14</b>
VII.1. Net (excluding VAT) price display.....	15
VII.2. Price lists for the "Alza for Businesses" program .....	15
VII.3. Individual price quote .....	16
VII.4. Incorrect price display .....	16
VII.5. Incorrect delivery fee .....	16
<b>VIII. Contract fulfillment</b> .....	<b>17</b>
VIII.1. Delivery .....	17
VIII.2. Delivery of incorrect quantity .....	18
<b>IX. Incorrect fulfillment</b> .....	<b>19</b>
IX.1. Warranty .....	19
IX.2. Warranty .....	20
IX.2.1 Mandatory warranty based on legislation.....	20
IX.3. Manufacturer's ("voluntary") warranty .....	22
IX.4. Product warranty .....	23
IX.5. Common rules for handling warranty and guarantee claims .....	23
IX.5.1 Initiating a claim .....	23
IX.5.2 Deadlines for filing complaints and reporting defects .....	24
IX.5.3 Returning the product subject to complaint to Alza .....	24
IX.5.4 Complaint procedure .....	25
IX.5.5 Deadlines for handling complaints .....	25
IX.5.6 Limitations on defective performance and complaints (warranty).....	25
IX.5.7 Provisions on the closure of the complaint procedure .....	27
IX.5.8 Repair services performed outside the scope of complaint handling.....	28
<b>X. Withdrawal</b> .....	<b>28</b>
X.1. Start of withdrawal period .....	28
X.2. Exercising the right of withdrawal (termination).....	29
X.2.1 Declaration of withdrawal (termination).....	29

X.2.2	Returning or returning a product .....	29
X.2.3	Refund of purchase price .....	29
X.2.4	Right of termination in the case of service provision .....	30
X.2.5	Contract for the provision of continuous digital content or services .....	30
X.2.6	Exclusion of withdrawal .....	30
<b>XI.</b>	<b>Digital content and goods containing digital elements .....</b>	<b>31</b>
<b>XII.</b>	<b>Gift cards (vouchers for third-party services).....</b>	<b>32</b>
<b>XIII.</b>	<b>Alza gift vouchers .....</b>	<b>32</b>
<b>XIV.</b>	<b>Collection and transport of used/waste electrical and electronic equipment. 33</b>	
<b>XV.</b>	<b>Complaint handling.....</b>	<b>33</b>
XV.1.	Complaint handling at Alza.....	33
XV.2.	Initiation of court proceedings, conciliation board proceedings .....	33
<b>XVI.</b>	<b>Final provisions .....</b>	<b>33</b>

## I. Introduction

1. **Alza.hu Kft.** (company registration number: 01-09-286873; tax number: 25745849-2-41; hereinafter: "Alza") applies these general terms and conditions (hereinafter: "**Entrepreneur GTC**") to customers who are not classified as consumers according to Section 2 of the GTC (hereinafter: "Entrepreneur") in all contracts and transactions. These GTC also contain the terms and conditions of use of the [www.alza.hu](http://www.alza.hu) Web Store. The contractual transactions between Alza and the Entrepreneur (hereinafter collectively referred to as the "Parties") primarily include the Entrepreneur's orders and purchases made through the Online Store operated by Alza on the [www.alza.hu](http://www.alza.hu) website (hereinafter: "Online Store"), through the Alza application, or at Alza's physical stores.
2. These General Terms and Conditions for Entrepreneurs apply only to buyers who are not consumers, i.e. entrepreneurs and businesses. An entrepreneur is a natural or legal person who acts within the scope of their profession, independent occupation, or business activity and enters into a contract with Alza in this capacity (hereinafter: "Entrepreneur"). If the buyer provides their company name and/or tax number when placing an order, they accept that they are considered an Entrepreneur in relation to Alza and that the rules of these General Terms and Conditions for Entrepreneurs apply to them and their order. Purchasers who qualify as consumers are subject to separate general terms and conditions (hereinafter: "**Consumer GTC**"), which are available [here](#). The Consumer GTC IX. Defective performance chapter - except for IX.2.1. Mandatory warranty based on legislation) also applies to micro, small and medium-sized enterprises within the meaning of Act XXXIV of 2004 on the support of the development of small and medium-sized enterprises acting outside the scope of their profession, independent occupation or business activity ( hereinafter: "**SME**").
3. As a Entrepreneur, it is not possible to purchase from Alza without accepting the contents of these Entrepreneur GTC. These GTC for Entrepreneurs are available on the Alza website and can also be downloaded in PDF format. Alza expressly excludes the application of any general terms and conditions not specified by it in relation to all private law transactions to be concluded with the Entrepreneur. The Parties may deviate from these GTC by mutual agreement.
4. By using the website, all users expressly accept the provisions and conditions of these General Terms and Conditions for Entrepreneurs relating to the use of the Web Store.
5. The Entrepreneur enters into a contractual relationship with Alza when placing an order/making a purchase in the Web Store or physical store.

## 6. Information about Alza

Company name: **Alza.hu Limited Liability Company**

Registered office: **1134 Budapest, Róbert Károly körút 54-58.**

Company registration number: 01-09-286873

Registering court: Company Registry of the Metropolitan Court of

Budapest Tax number: 25745849-2-41

Hosting provider name: Ce-Colo czech s.r.o.

Hosting provider's registered office: Nad Elektrárnou 1428/47, 106 00 Prague 10, Czech Republic

The email address of the hosting provider: info@cecolo.com The email

address of Customer Service: [segito@alza.hu](mailto:segito@alza.hu)

Email address for corporate purchases: [B2B@alza.hu](mailto:B2B@alza.hu) Customer service

telephone number: +36 1 701 11 11

Telephone customer service availability: every day from 8:00 a.m. to 8:00 p.m.

7. Alza also creates easy-to-understand information pages for the benefit of Entrepreneurs, see, for example, the [Shipping Information](#) and [Payment Options](#) pages. The information displayed on the information subpages specified or referenced in these GTC for Entrepreneurs at the time of conclusion of the contract forms part of these GTC for Entrepreneurs and thus forms part of the contract between Alza and the Entrepreneur.

## II. Use of the [Web Store](#)

8. The use of the Alza Application (browsing, ordering, purchasing, complaints, other administrative tasks, etc.) are also governed by these Business Terms and Conditions, in particular the provisions relating to the Web Store, unless these Business Terms and Conditions contain provisions that contradict or supplement the Alza Application.
9. Alza accepts orders placed in the Online Store 24 hours a day, seven days a week. In the event of a failure of the information systems necessary for the operation of the Online Store or an unavoidable external cause (force majeure), Alza shall not be liable for any period during which the Online Store was unavailable.
10. The Web Store (the content of [www.alza.hu/](http://www.alza.hu/) and the Alza Application, the domain [www.alza.hu/](http://www.alza.hu/) and the domains of its subpages) is protected by copyright and intellectual property rights and is the property of Alza. Any use of the content of the Alza Web Store, including Alza's trademarks (logos, trademarks, graphics, designs, etc.), is only permitted with the prior written consent of Alza. Alza does not grant permission to copy or modify Alza's databases, decrypt its source code, or interfere with the source code in any way. It is prohibited to collect data from the Web Store using any automatic means (e.g., bots) and to attempt to circumvent the security of the system. Any intentional disruption, overload, or unauthorized manipulation of the Web Store system is prohibited.
11. It is prohibited to post obscene, hateful, threatening, or otherwise offensive comments on the Website. Reviews and comments must be objective and related to the product. Personal attacks are not permitted on the Website. The unauthorized use of other people's data, images, or names is prohibited. Spam-like comments, promotions, and links are strictly prohibited.
12. The Entrepreneur acknowledges that when purchasing products from Alza, the Entrepreneur is not entitled to use Alza's contractual partners or trademarks, trade names, company logos, etc. registered by Alza beyond the scope of normal private use, in particular for business purposes. This provision may only be deviated from on the basis of an individual agreement.
13. Alza excludes all liability for the conduct of users of the Web Store. The Entrepreneur acknowledges that Alza expressly excludes its liability for content published by third parties, even if the Entrepreneur accesses the content or pages of third parties via a link placed in its Web Store. The Entrepreneur may use the Web Store solely at its own risk, and Alza shall not be liable for any damage incurred in the Entrepreneur's sphere of interest or resulting from its negligence during the use of the Web Store. Alza shall not be liable f o r a n y d a m a g e to the Entrepreneur's device,

software occurring any malfunction, or data loss, as well as any loss or undeliverability of data or messages, SMS, within the scope of the Entrepreneur's interests, including if it arrives in the Spam/Junk Mail folder in the Entrepreneur's email program or is filtered out by the spam filter used by the Entrepreneur. The Entrepreneur acknowledges that an internet connection is required to use the Web Store. Alza is not responsible for any errors or inaccessibility of the internet network or any other communication network, in accordance with the provisions of Section 9.

14. The Entrepreneur acknowledges that the images displayed for certain products in the Web Store are illustrations provided by the manufacturer/distributor contracted by Alza (as third parties), and therefore may differ from the actual products in non-essential characteristics (e.g., the product may have the same content/parameters but a slightly different color than shown in the image). Alza shall not be liable for non-essential differences. The Entrepreneur acknowledges that the images displayed in the Web Store are primarily for informational purposes.

## II.1. Registration

15. The Web Store can be visited by anyone, and it is also possible to create your own user account by registering. Entrepreneurs can make purchases in the Web Store by registering (hereinafter: "**Company** Registration") or without registering, as guests.
16. Users registered in the Web Store can log in to their user account (hereinafter: "**Alza** Account") at any time during the purchase process before completing their order by entering their email address and password, or by entering the verification code sent by Alza via SMS. Registered users can continuously monitor the status of their orders in their user accounts, review the details of their previous orders, and download the relevant accounting documents and invoices.
17. To create a user account, entrepreneurs must provide the following information: email address, billing address, phone number, and tax ID number. For company registration, you must also select the option "I am purchasing as an entrepreneur/institution." Sub-accounts with different permissions can also be set up in company registration.
18. The Entrepreneur is responsible for the accuracy and authenticity of the data provided during registration or, if purchasing without registration, during the order process. Alza shall not be liable for any delays or additional costs (e.g., shipping) resulting from incorrect or inaccurate data. The Entrepreneur is responsible for keeping their password confidential. Alza excludes any liability for any damage related to the Entrepreneur's password being disclosed to a third party not authorized to access the Alza Account for reasons unrelated to Alza. The Entrepreneur is only entitled to use the Web Store in their own name and with their own data. Registration with false, incorrect, or other persons' or companies' data is prohibited.

## II.2. Deleting an account, data protection

19. The Entrepreneur (and any user) may delete their Alza Account at any time (provided that there are no outstanding debts within the Alza Account, excluding cash on delivery), as follows:
  - a) the Company may request the deletion of its user account by sending a message from the email address registered for the Company registration to [B2B@alza.hu](mailto:B2B@alza.hu) or by contacting Customer Service via the registered telephone number;
  - b) The Company can delete its user account by selecting the "Delete account" option within its Alza Account.
20. By deleting the user account, the Entrepreneur loses access to the invoices, credits, other documents, and electronic library, including e-books, audiobooks, and other digital content, and will lose the discount levels offered under the "Alza for Business" program.

### III. The purchasing process in the Web Store and the Alza Application

21. A simpler guide to the purchasing process in [the Web Store](#) (*How to shop at Alza.hu?*) can be found [here](#).

#### III.1. Placing an order in the Web Store

22. Entrepreneurs can view the products (including digital content) and services sold by Alza in the Web Store operated by Alza.
23. The Entrepreneur can place the product in their virtual shopping cart by clicking on the "Add to Cart" button on the product page. Placing the product in the "Cart" does not mean that the product has been reserved by the Entrepreneur or that an offer has been sent, and therefore does not create any payment obligation on the part of the Entrepreneur.
24. By clicking on the "Virtual basket" icon in the upper right corner of the Web Store on the "Basket" page, the Entrepreneur can continuously check the contents of their basket and modify it as they wish. This interface also displays the purchase price of the selected product or service plus VAT (hereinafter: "gross purchase price"). Through the operation of the convenience feature provided to Entrepreneurs, Alza allows Entrepreneurs to see only the prices of products without VAT in the Web Store visited by Entrepreneurs, but even when using the convenience feature, the Business will see the price of the product including VAT in the Shopping Cart (for more information on the convenience feature, see Section VII.1). Entrepreneurs also automatically participate in the "Alza for Businesses Program," which allows them to choose from a special discounted product range if certain conditions are met. If a special discounted price level applies to the Entrepreneur's purchases, the "Shopping Cart" will display the prices according to these discounts. The "Basket" interface also allows the Entrepreneur to enter a discount code or gift voucher code. The "Basket" interface also allows the Entrepreneur to purchase additional services from Alza for the products placed in the basket. The Entrepreneur can also find out the prices of these services on the "Basket" interface.
25. On the "Shipping & Payment" page (which the Entrepreneur can access by clicking on the "Continue" button on the Shopping Cart page), the Entrepreneur can select the most suitable shipping method from those offered by Alza. If the Entrepreneur orders items corresponding to the average quantity on this page, the Entrepreneur will be informed of the expected delivery time and delivery fee for the selected delivery method. If the Entrepreneur's offer (order) exceeds the average quantity, it may happen that a) Alza will refund the shipping costs paid by the Entrepreneur and inform the Entrepreneur that the ordered products can be picked up at Alza's warehouse; b) Alza can only determine the shipping costs through individual calculation, or c) Alza can only provide a different shipping method than the one selected. Therefore, in the event of an offer (order) exceeding the average quantity, Alza may notify the Entrepreneur of the calculation of shipping costs and possible modes of transport in a separate email. Following the notification, the Entrepreneur may decide to maintain or withdraw/cancel its offer (order) in accordance with the rules set out in Section VII.5 (Incorrect delivery fee).
26. The information provided in the Web Store regarding the expected delivery date is for informational purposes only and is based on Alza's estimates. Therefore, despite Alza's utmost care, the delivery times communicated during the purchase process may be subject to change due to unforeseeable external circumstances (e.g., force majeure, weather, traffic restrictions, etc.). Alza will inform the Entrepreneur of any changes to the expected delivery date in a timely manner.
27. The Entrepreneur can also find information about the shipping methods offered by Alza on the [Shipping Information](#) subpage, which contains essential information about all shipping methods, including shipping costs for average retail quantities and shipping terms and conditions.
28. Notwithstanding the provisions of Section 25, Alza does not guarantee the Entrepreneur the availability of all modes of transport. Alza will offer certain modes of transport to the Entrepreneur depending on whether the given mode of transport is available at the specified address and what transport capacities are available to Alza at the given moment. The expected delivery time and cost vary depending on the selected delivery method.
29. Alza currently offers the following modes of transport to Entrepreneurs:

- a. **Personal collection:** AlzaBox parcel machines, in our stores, via Alza Drive, and at parcel collection points operated by our partners, e.g. Packeta, Z-Box parcel machines and parcel points, FoxPost parcel machines and PostaPonts, Coop stores, MOL gas stations, etc.
  - b. **Home delivery:** provided by Alza Express in Budapest and by Alza's logistics partners – DPD, Express One, and MPL – in the rest of the country.
  - c. **Home delivery for large packages:** this service is provided by Alza Express and Gebrüder Weiss, Alza's logistics partner.
30. After selecting the delivery method, the Entrepreneur can choose from the payment methods offered by Alza and will also receive information about the costs associated with each payment method. Detailed information about the essential terms and conditions of the payment methods can be found on the following dedicated subpage: [Payment Terms](#)
31. Alza currently offers the following payment methods to Entrepreneurs.
- a. online credit card payment option (Visa, Visa Electron, MasterCard, Maestro, and Diners Club)
  - b. bank transfer,
  - c. Payment via Google Pay or Apple Pay
  - d. cash on delivery (in cash or, in some cases, by bank card)
  - e. Alza voucher,
  - f. in Alza showrooms (stores) with cash or bank card.
32. Deferred payment is available to Entrepreneurs on the basis of a separate individual payment agreement or framework agreement. In the case of deferred payment, only bank transfer is possible; Alza does not accept any other method of payment. Deferred payment may be requested by Entrepreneurs who have achieved the minimum monthly net turnover specified by Alza through their purchases made via the Web Store during the last three calendar months. All invoices in the Alza account bearing the Entrepreneur's identification number (company/business/institution tax number or group tax identification number) are added to the Entrepreneur's turnover, and credits and returns are deducted (including goods not received). Deferred payment can be requested from Alza by email at [B2B@alza.hu](mailto:B2B@alza.hu). Deferred payment is subject to Alza determining the Entrepreneur's creditworthiness based on its own internal credit assessment, and a separate payment agreement or framework agreement must be concluded. Alza may reject the Entrepreneur's request for deferred payment based on the results of its internal creditworthiness assessment, and will inform the Entrepreneur of its decision by email. Alza reserves the right to withdraw the deferred payment option at any time. If the Entrepreneur is in default of payment, Alza shall be entitled to withdraw the deferred payment option and to demand payment of the purchase price of the goods in accordance with these GTC for future orders from the Entrepreneur, or to transfer or assign the claim for the invoice amount affected by the delay in payment to a third party for collection.
33. Alza draws the Entrepreneur's attention to the fact that, in accordance with Alza's [Privacy Policy](#), in the case of online credit card payments, the card details provided by the Entrepreneur will be recorded by the relevant bank for future payments (the Entrepreneur can delete this option in their Alza account under the "Personal Data" menu in their Alza account, or request the deletion of their personal data in accordance with the other provisions of the Privacy Policy).
34. After selecting the delivery and payment methods, the "Enter Address" interface will appear. By clicking on the "Continue" button, the Entrepreneur is taken to a page where they can enter the information required for delivery and invoicing. If the Entrepreneur is a registered user, they can also log into their Alza Account here, in which case the information required for invoicing will automatically appear on the purchase interface.
35. By clicking on the "Complete Order" button or checking the checkbox, the Entrepreneur confirms that
- i) they have read and accepted the provisions of these Entrepreneur GTC

, ii) acknowledges the Alza provided by data protection information, and iii) that placing an order creates a payment obligation. The Entrepreneur acknowledges that after placing an order, Alza shall be entitled to demand payment of the purchase price of the product from the Entrepreneur in accordance with the payment obligation, provided that Alza fulfills its obligations.

36. After placing an order, the Entrepreneur may cancel (withdraw) their order at any time until Alza fulfills the order (taking into account the provisions set out in Chapter V. Improper Use of the Online Store of these Entrepreneur GTC), and it is also possible to modify the order as follows:
- products ordered/manufactured to individual requirements (e.g., unique type, unique parameters, or large quantities): Once the order has been placed, it cannot be canceled.
  - Billing and shipping information (e.g., address): After placing an order, until Alza has issued an invoice for the order, the Entrepreneur may modify the billing and shipping information (e.g., address) in the Alza Account or on the order interface. After that, if the data can no longer be modified in the Alza Account, the Entrepreneur must contact Customer Service to request a modification.
  - Payment method: can be changed after placing the order if the Entrepreneur contacts Customer Service. In the case of Alza Box, it is possible (even without consulting Customer Service) to choose payment upon delivery instead of online payment.
  - Delivery method: can be changed after placing the order if the Entrepreneur contacts Customer Service.

### **III.2. Confirmation of receipt of the offer in the online store**

37. By clicking on the "Complete Order" button, i.e. by finalizing and submitting the order, the Entrepreneur makes a binding offer to Alza to purchase the products or services placed in the "Basket." The receipt of the Entrepreneur's offer by Alza results in a binding offer on the part of the Entrepreneur. However, the submission of the offer by the Entrepreneur does not mean that the offer is automatically accepted by Alza, i.e., that a contract has been concluded between the Parties. Alza will notify the Entrepreneur of the acceptance of the offer, i.e., the conclusion of the contract, in a separate email at a later date.
38. Alza shall immediately confirm receipt of the order (offer) to the Entrepreneur by email in the form of an automatically generated system message (email with the subject line "Thank you for your order"). If this confirmation is not received within 48 hours of the Entrepreneur sending the order, the Entrepreneur shall be released from the binding nature of the offer. The Entrepreneur is obliged to check the contents of this email. If the Entrepreneur notices any errors in the order details, they must immediately notify Alza. Using the buttons in the email, the Entrepreneur can modify or, if necessary, cancel their order, i.e., withdraw their offer (subject to the restrictions detailed in Section 36).
39. Statements made or communicated by e-mail shall be deemed to have been received by the other party when they become available to the addressee. Alza shall not be liable in cases where, due to a technical or configuration error in the Entrepreneur's e-mail system, or congestion in the Entrepreneur's e-mail system, or if the Entrepreneur provided Alza with an incorrect e-mail address when placing the order, or if the Entrepreneur does not open or read an e-mail message otherwise delivered by Alza.
40. In certain cases, Alza will automatically reject the Entrepreneur's offer and the Contract will not be concluded between the Parties if, among other things:
- a. the Entrepreneur is not entitled to deferred payment, has exhausted its credit limit in this regard, has not fulfilled its payment obligations,

- b. the Artisjus sticker required for the distribution of the product is not available or has not been received by Alza,
- c. Alza is unable to fulfill the order in the quantity requested by the Entrepreneur.

### **III.3. The contract is concluded in the case of orders placed in the Web Store**

- 41. In the case of purchases made through the Web Store, the contract between Alza and the Entrepreneur is concluded when Alza accepts the offer sent by the Entrepreneur (which is made by placing an order). Alza shall send a separate email to the Entrepreneur confirming the conclusion of the contract (i.e., Alza's acceptance of the offer), in which Alza shall confirm the feasibility of the order and provides information about delivery (including in cases where the delivery cost or method of delivery has been determined as part of an individual agreement). This email confirming the conclusion of the contract also contains the essential elements of the contract.
- 42. If Alza is unable to accept the Entrepreneur's offer, i.e. is unable to fulfill the order, it shall inform the Entrepreneur of the rejection of the order and shall arrange for the refund of the purchase price and shipping costs paid in advance by the Entrepreneur. Alza excludes its liability for any direct or indirect damage incurred by the Entrepreneur as a result of the rejection of the Entrepreneur's offer (i.e., the order).
- 43. From the email confirming the conclusion of the contract, the Entrepreneur can also download the invoice for the purchase (final invoice) by logging into their Alza account. For guest customers, Alza will send the invoice in a second email confirming the conclusion of the contract. The Entrepreneur may request Alza to send an advance invoice by email.

### **III.4. The written form of the contract**

- 44. The contract concluded between the parties is not considered a written contract, and Alza does not file it, so it is not accessible later. However, Alza saves the details of the order and the invoices related to the order in its own electronic archive. Entrepreneurs can view the details of their previous orders in their Alza account and in the confirmation emails sent by Alza.
- 45. The details of the order are not accessible to third parties who were not involved in the transaction, with the exception of mandatory data disclosure to courts, authorities, or other third parties in accordance with applicable law, **including, in particular, the disclosure of data to the Society ARTISJUS Hungarian Bureau for the Protection of Authors' Rights, acting as a representative collective rights management organization. Such disclosure shall include the transfer of the Entrepreneur's tax number and the item numbers of the purchased products, for the purpose of determining the amount of the private copying fee ("blank media levy"), in accordance with Section 20 of Act LXXVI of 1999 on Copyright (hereinafter: "Sztj.")**

### **III.5. Language of the contract**

- 46. The language of all contracts concluded under these General Terms and Conditions for Entrepreneurs is Hungarian.

### **III.6. Correction of data entry errors**

- 47. Entrepreneurs have the opportunity to correct data entry errors at any time before clicking on the "Complete Order" button. Alza accepts no responsibility for errors or mistakes resulting from uncorrected data entry errors.

### **III.7. 's compliance with the code of conduct**

- 48. Alza has not submitted itself to any code of conduct relating to its activities.

### **III.8. Unboxed, new, and used products**

- 49. In addition to new products, Alza also sells so-called unboxed, refurbished, and used products, which are sold at a lower price than new products. The provisions relating to the enforcement of warranty claims for these products are set out in section 119. More information about unboxed, refurbished, and used products can be found [here](#).
- 50. Unsealed products are products whose original packaging has been opened or who have been tried out (for example, returned to Alza due to withdrawal). Alza repackages unsealed products in their original packaging and sells them with all their accessories. The warranty period for opened products

is the same as for new products.

51. New-like products are products that are suitable for their intended use, which show signs of previous use (minor wear and tear). Alza strives to provide all components found in the original packaging for new products and to sell them in their original packaging. If this is not possible, Alza will provide cardboard packaging for the new product that adequately protects the quality of the product. Alza provides a 9-month warranty for new products.
52. Used products are products that are fit for their intended purpose, but have been serviced previously or show signs of previous, even prolonged use. Alza provides a 6-month warranty on used products. Alza always sells used products in a condition suitable for their intended use, but can only provide the accessories necessary for basic operation.

#### **IV. Ordering and purchasing outside the online store (e-mail, telephone, in-person purchase at )**

53. In addition to the Web Store, purchases can also be made via email and in Alza's showrooms (stores). Unless otherwise specified in these General Terms and Conditions for Businesses, the provisions of these General Terms and Conditions for Businesses shall also apply to purchases made through the aforementioned channels, including the provisions relating to the Web Store.

##### **IV.1. Placing an order outside the Web Store**

54. Entrepreneurs may place their orders outside the Web Store in the following ways:
  - a. By email at [B2B@alza.hu](mailto:B2B@alza.hu);
  - b. In person at Alza's showrooms (Budapest XIII. district, Róbert Károly krt. 54-58; 1085 Budapest József krt. 14, 1117 Budapest Fehérvári út 23., or 2310 Szigetszentmiklós Bevásárló utca 1.), More information about our stores is available [here](#).

##### **IV.2. Conclusion of the contract for orders placed outside the online store**

55. The Entrepreneur may also conclude a contract with the assistance of an employee working in Alza stores or via email. In such cases, the contract is concluded by means of a confirmation email sent to the Entrepreneur by customer service, in the same manner as when concluding a contract via the Web Store.
56. Contracts concluded in Alza's showrooms and physical stores are concluded by implied conduct, upon payment of the purchase price by the Entrepreneur to Alza.

#### **V. Use of the Web Store for purposes other than those intended**

57. The Entrepreneur may only use the Web Store in accordance with these Entrepreneur Terms and Conditions, for its intended purpose and in good faith.
58. Alza's goal is to sell the products and services it distributes to Entrepreneurs as end users, therefore the commercial resale of products purchased from Alza through the Web Store or any other sales channel by Entrepreneurs is not permitted. Alza reserves the right to reject any contractual offer from a Business Customer if there is reasonable suspicion that the purpose of the offer is commercial resale. Alza shall notify the Entrepreneur of the rejection of the offer by e-mail. Alza also reserves the right to refuse further product sales to the Entrepreneur and to terminate these GTC. 62 and 63, shall apply sanctions to anyone proven to be reselling products purchased from Alza for commercial purposes.
59. Alza reserves the right to reject the Entrepreneur's offer or to temporarily suspend the performance of contracts until the investigation of cases in which there are reasonable grounds to suspect that personal or credit card data has been misused, or if a court, authority or other financial institution/partner notifies Alza of such suspicion. partner notifies Alza of such suspicions. If the fact of misuse is confirmed by a court, authority, or

other financial institution/partner has determined that Alza is entitled to terminate the contract and apply other sanctions specified in Section 63. Alza excludes its liability for damages resulting from delayed performance or non-performance of the order in question due to the investigation of the abuse.

60. If the Entrepreneur violates the terms and conditions of the promotion communicated in advance by Alza (e.g., the GTC, terms and conditions, advertising, etc. of the promotion), Alza shall be entitled to reject the Entrepreneur's offer or to withdraw from the contract in the following cases:
  - a. the discount coupon was used for a product other than the one for which it was issued;
  - b. the discount coupon was used in conjunction with another discount, even though combining discounts is not permitted;
  - c. the purchase did not reach the predetermined minimum amount when the discount coupon was used;
  - d. Alza becomes aware that the single-use discount coupon has already been used;
  - e. Alza becomes aware that the Entrepreneur has violated the quantity restriction it has communicated in advance for the product in question;
  - f. Alza violates the conditions specified in advance for Companies during the Program.
61. The Entrepreneur acknowledges that Alza may consider the regular or obviously malicious use of the Web Store in an unfair manner (hereinafter: "Abuse") to be abuse and may take appropriate measures and apply sanctions against it. When selecting the extent and form of sanctions, Alza shall also take into account the nature, severity, probable awareness, and possible recurrence of the Abuse, with due regard to the principle of proportionality.
62. In addition to the provisions of these General Terms and Conditions for Entrepreneurs, sanctions may be applied in the event of Abuse (hereinafter: "Sanctions").
  - a. **Warning:** the mildest sanction, whereby the Web Store issues a written warning to the Entrepreneur to cease and desist from abusive behavior.
  - b. **Temporary suspension of account:** If the Abuse is more serious or recurrent, Alza is entitled to suspend the Entrepreneur's Alza account for a period of 6 (six) months. During the suspension of the user account, the Entrepreneur will not be able to place new orders in the Web Store.
  - c. **Account deletion:** If the Entrepreneur repeatedly or seriously commits Abuse and Alza has therefore imposed sanctions on them, but the Entrepreneur commits another violation after the sanctions have been imposed, Alza is entitled to permanently delete the Entrepreneur's account. After that, the Entrepreneur will no longer be entitled to create a new account with the tax number in question.
  - d. **Restriction of cash on delivery/deferred payment options:** In the event of abuses causing costs and damages to Alza, Alza shall be entitled to accept only payment methods involving advance payment from the Entrepreneur, and shall not accept cash on delivery, deferred payment, or other methods allowing for subsequent payment.
  - e. **IP address blocking:** In the event of technical abuse (e.g., use of automated programs, excessive queries, data mining), the Entrepreneur's access may be restricted for technical reasons.
  - f. **Removal of content:** Alza is entitled to remove any user content (e.g., reviews, comments, images) that contains illegal, offensive, or false information without prior notice to the Entrepreneur.
  - g. **Enforcement of claims for damages:** If the Entrepreneur causes unlawful damage to Alza, Alza is entitled to enforce a claim for damages against the Entrepreneur in civil proceedings.
  - h. **Criminal complaint:** If the Entrepreneur's conduct gives rise to suspicion of a criminal offense (e.g., fraud, attack against an IT system, misuse of personal data), Alza is entitled to file a complaint with the authorities.

63. The table below lists the most common types of conduct that constitute Abuse and are subject to the Sanctions indicated below:

Type of abuse	Example	Sanction
<b>Regular non-payment and/or non-acceptance of delivered orders</b>	Regular non-payment of multiple orders accepted and confirmed by Alza and/or failure to accept orders (e.g., from a courier/Alza Box/personal pickup from a store, etc.) without notifying Alza (e.g., without extending the pickup deadline for Alza Box, etc.). Alza Box / in-store pickup, etc.) without informing Alza (e.g., without extending the pickup deadline in the case of Alza Box, etc.).	After the first three instances, a warning will be issued, followed by a restriction on cash on delivery/deferred payment options and temporary suspension of the account if Alza has reasonable grounds to believe that the Abuse is specifically intended to cause damage.
<b>Non-payment of abusive bulk orders/ not acceptance</b>	Regular/massive cancellation of orders that clearly exceed the quantity intended for private use (quantities presumed to be for resale). This includes regular non-payment and/or non-acceptance of orders accepted and confirmed by Alza / on a large scale. Regular non-payment / non-acceptance means at least two occasions in the case of large scale. Large scale means that it is reasonably probable that the Entrepreneur will not fulfill the order for its own benefit purchase, and the size of the order in question exceeds the reasonable quantity for private use for a given product product category.	Account suspension temporary
<b>Regular circumvention of the terms and conditions of use of discount coupons</b>	Regular compensation request for clearly unjustified complaints or multiple registrations from a single tax number in order to obtain eligibility for discounts	Warning for the first three instances, followed by temporary suspension of account
<b>Offensive communication</b>	Use of profanity towards customer service staff	Warning on the first three occasions, followed by temporary suspension of account
<b>Regular submission of unfounded complaints</b>	Entrepreneur obviously makes unfounded or identical complaints on an unreasonable number of occasions, but nevertheless regularly purchases from the Web Store	Warning, followed by account temporarily suspended

<b>Providing falsedata</b>	Registration on behalf of another person/company or with a false tax number, providing false information during registration or when placing an order	Account Suspension Temporary
<b>Malicious, false reviews</b>	Obviously false, defamatory, offensive opinions Mass writing	Deletion of content and suspension of account deletion
<b>Alza Intentional damage</b>	Threats, Widespread, obviously unfounded negative campaign	Initiation of legal proceedings for claim for damages claim
<b>Technical abuse</b>	Use of bots, data mining	IP address blocking, criminal charges and suspension of account for all user accounts belonging to the Entrepreneur concerned
<b>Credit card fraud</b>	It can be reasonably assumed that the Entrepreneur is using another person's bank card to make or attempt to make unauthorized purchases in the Web Store	Account deletion and criminal charges

64. When applying sanctions, Alza shall in all cases document the reasons for and circumstances of the measure. At the request of the Entrepreneur, Alza Customer Service will provide this information in writing to the Entrepreneur, together with the reasons. If the Entrepreneur objects to the application of the Sanction or Alza's justification, they may raise an objection in accordance with the rules set out in Chapter XV. Complaint Handling.

## VI. Pre-order

65. Pre-ordering means that the Entrepreneur can submit a request to Alza to purchase a specific product or service even before the product/service is actually in stock or has been released for sale. Alza will subsequently procure the pre-ordered product and sell it to the Entrepreneur who placed the pre-order. This allows the Entrepreneur to "reserve" the product so that Alza can deliver it as soon as possible when it becomes available.

66. In the case of pre-orders, the price of the pre-ordered product is indicative and may differ from the final price of the product. Alza will inform the Entrepreneur in a timely manner of any changes to the price of the pre-ordered product. The final purchase price of the pre-ordered product will be determined after it has been delivered to Alza's warehouse. If the Entrepreneur has paid the purchase price of the pre-order in advance (as a deposit) and the price of the product changes

- a. **if the final price is lower:** Alza will refund the difference to the Entrepreneur;
- b. **if the final price is higher:** Alza will inform the Entrepreneur of this by email as soon as the pre-ordered product is in stock, and the Entrepreneur will either withdraw from the purchase or, if they still wish to purchase the pre-ordered product, they will be obliged to pay the difference to Alza prior to Alza's fulfillment.

67. When placing a pre-order, the Entrepreneur has the option of choosing cash on **delivery**, in which case the Entrepreneur is not required to pay the purchase price of the product in advance as a deposit.

68. Placing a pre-order and its processing and confirmation by Alza does not create a contract between the Entrepreneur and Alza. A contract is only created if Alza has confirmed that the pre-order can actually be fulfilled (e.g., that the product has been released

and is in stock) and the Entrepreneur requests fulfillment of the pre-order under the final purchase price and delivery terms.

69. The Entrepreneur may withdraw from the pre-order at any time without justification, in which case Alza shall refund the Entrepreneur the full amount paid in advance.
70. The Entrepreneur acknowledges that Alza is entitled to change the delivery date of pre-ordered products, of which it shall inform the Entrepreneur in a reasonable time.
71. If the circumstances relating to the pre-ordered product change significantly compared to the time of the pre-order, and Alza can therefore no longer be expected to fulfill the pre-order, Alza shall be entitled to unilaterally withdraw from the pre-order, refund all costs paid by the Entrepreneur, and notify the Entrepreneur thereof. Alza completely excludes its liability for all direct and indirect damages arising from the non-fulfillment of the pre-order.
72. The Entrepreneur acknowledges that the availability of pre-ordered products will be distributed among customers in the Czech Republic, Slovakia, Austria, Hungary, and other European Union countries supplied by Alza in the order in which pre-orders are received.

## VII. Price indication

73. The prices listed in the Web Store are the current (gross) prices of the products and services offered for sale, specified in Hungarian forints and including VAT, as well as their (gross) unit prices (incorrect price listings are subject to the provisions of Section VII.4. Incorrect Price Listings of these General Terms and Conditions for Businesses). For informational purposes, Alza also displays the (net) price of the products, reduced by the amount of VAT, in smaller font on the product data sheet. Recommended prices are not listed in the Alza Web Store.
74. The Entrepreneur acknowledges that, based on legal obligations (see Act III of 2008 on the rules of rounding required as a result of the withdrawal of 1 and 2 forint coins from circulation) in the case of cash payments, due to the withdrawal of 1 and 2 forint coins from circulation, it is necessary to round the final purchase amount (to amounts ending in 0, 5 or 10). As a result of such rounding, there may be a negligible (maximum 4 forint) difference in the final price of the product.
75. The prices listed in the Web Store do not include shipping costs or collection fees. Alza provides detailed information about these costs in the dedicated menu section of the Web Store and in the "Shipping & Payment" menu section after the product has been placed in the "Shopping Cart" during the purchase process. Payment" menu item during the purchase process, as well as in the case of orders exceeding retail quantities, within the framework of an individual offer.
76. In accordance with legal provisions, Alza displays the original price of the product or service (or, in the case of software, the license) as the lowest price applied in the Web Store during the 30-day period preceding the current price reduction (advertising campaign), usually by crossing out the original price and displaying the discounted, current price of the product.
77. Alza does not take the following into account when calculating the original price:
  - a. discounts offered through unique promotional codes and coupons that are not automatically available to all customers,
  - b. individual discounts and any price advantages that Alza provides to individual customers in view of any specific circumstances (e.g. as compensation),
  - c. price advantages provided to customers during promotions involving volume discounts or promotions subject to other conditions (e.g., minimum purchase amount).
78. Continuous price reduction: If the price reduction for a product or service (or, in the case of software, a license) gradually increases within the same promotion after the initial price reduction, the original price is the original price before the first price reduction (i.e., the lowest price in the 30 days prior to the first price reduction).

79. As a general rule, Alza does not enter into continuous performance contracts.

If Alza enters into a contract for continuous performance, the Entrepreneur shall receive appropriate information about the minimum duration of the contract and the price to be settled in the given billing period (which is always a one-month period in the case of a fixed price) (or the method of determining the price) before the contract is concluded. An example of such a service is the Alza Plus service, the essential terms and conditions of which are provided to our Entrepreneurs on the website <https://www.alza.hu/alzaplus>.

#### VII.1. Net (excluding VAT) price indication

80. By operating a convenience feature for Entrepreneurs, Alza enables Entrepreneurs to see only the VAT-free prices of products in the Web Store visited by Entrepreneurs, thereby helping Entrepreneurs make informed decisions. When this convenience feature is enabled, the online store displays the unit price of products without VAT. This convenience feature can be disabled at any time, after which the Entrepreneur will once again see the prices of products including VAT.

81. Despite the use of the convenience feature, Entrepreneurs must assess and decide for themselves, in accordance with the provisions of Act CXXVII of 2007 on Value Added Tax, whether they are liable to pay VAT and, if so, when and in what form. The use of the convenience feature does not mean that the Entrepreneur is not obliged to pay VAT, and in particular, it cannot be considered as tax advice provided by Alza. Even when using the convenience feature, the Entrepreneur will see the price of the product in the Basket including VAT, and will therefore receive adequate information about the VAT content of the product prior to purchase.

82. Alza's convenient feature displaying prices without VAT is not available to natural person consumers.

#### VII.2. "Alza for Businesses" program price lists

83. Under the "Alza for Business" program Alza offers discounted prices to the Entrepreneur for certain products based on the discount level (basic/bronze/silver/gold) achieved based on the net turnover for the business year (i.e., the past 12 months).

84. Under the "Alza for Business" program, the discount level (basic / bronze / silver) / gold) over the past 12 months, based on the net value of orders recorded under the tax number of the Entrepreneur specified in the registration, through the Company registration. All invoices found in Alza accounts registered to the given tax number and bearing the Entrepreneur's tax number (company/business/institution tax number or group tax identification number) are added to the Entrepreneur's turnover taken into account, with credits and returns deducted (including goods not accepted).

85. All customers who fill in their tax number during registration are automatically included in the "Alza for Business" program and the BASIC discount level. Entry into other price list programs is only possible after an individual assessment of internally defined conditions, based on Alza's exclusive right of decision, even if the Entrepreneur otherwise achieves the minimum turnover associated with the level. Multiple Alza accounts may be associated with a single tax number, but Alza reserves the right to make discounts unavailable to the Entrepreneur in the event of multiple registrations under a single tax number if it detects abusive or malicious behavior behind the multiple registrations.

86. The basic discounts associated with the BASIC discount level can be used without restriction. In the case of higher discount levels, the discounts can also be used without restriction, but Alza continuously monitors compliance with the internally defined rules for the given discount level and may reevaluate the set price category, which Alza may modify unilaterally.

87. The discount levels and the associated annual turnover requirements are as follows:

- a. **BASIC:** For all members of the Alza program for companies.
- b. **BRONZE:** For entrepreneurs whose net turnover exceeds HUF 840,000.
- c. **SILVER:** For entrepreneurs with a net turnover exceeding HUF 4,000,000.

- d. **GOLD:** For entrepreneurs whose net turnover exceeds HUF 16,400,000.
88. Alza reserves the right to withdraw discounted prices and discount levels, to modify prices within each level, and to change the list of products available at discounted prices. The Entrepreneur acknowledges that prices may change regularly within the discount levels and that the Entrepreneur shall not be entitled to make any claims in this regard.
89. Furthermore, Alza reserves the right to allow purchases at the discounted level even to Entrepreneurs who do not meet the turnover requirement. Alza will notify Businesses of the activation of the discount level by email, so Alza recommends that program members enable marketing communications.
90. Further information about the Alza for Business program is available [here](#).

### **VII.3. Individual price quote**

91. Entrepreneurs have the opportunity to request a custom quote from Alza for products selected in the Web Store if the total value of the selected products in the Shopping Cart exceeds HUF 550,000 (excluding VAT). A custom quote can be requested regardless of the "Alza for Businesses" program and discount level. The steps required to request a custom quote and further details are available at <https://www.alza.hu/EN/dopyty-art2927.htm>. Alza will review and consider requests for custom quotes, but this does not oblige Alza to offer a discount or provide a custom quote.

### **VII.4. Incorrect price display for**

92. If the price(s) of the product(s) or service(s) ordered by the Entrepreneur is/are incorrectly displayed in the Web Store due to an error in Alza's internal system, Alza shall not be obliged to deliver them at the incorrect price. Prior to the conclusion of the contract, Alza may reject the Entrepreneur's offer in the event of an incorrect price display. In other cases, Alza shall immediately inform the Entrepreneur of the incorrect price display upon detection, and the Entrepreneur may, at its discretion, either cancel the purchase (and Alza shall refund the amount already paid), or – in accordance with the Entrepreneur's obligation of good faith and cooperation under Act V of 2013 on the Civil Code (hereinafter: "**Ptk.**") – shall be obliged to purchase the product/service at the full purchase price (if the Entrepreneur has already paid the incorrect price, it shall only be obliged to pay Alza the difference between the incorrect price and the correct price).
93. Examples of incorrect price display include:
- a. the price of the product or service differs significantly from the usual market price (the discount on the product exceeds 60%) and this difference is clearly recognizable to a reasonable buyer;
  - b. the price of the product or service has one or more digits added or omitted;
  - c. the price of the product or service is listed in the online store in another currency (euro or Czech koruna), or in the case of a price listed in Hungarian forints, it is clear that the price originally set in another currency has not been converted, but the currency has been incorrectly changed to Hungarian forints.
94. If you have any doubts about the price of a product, please report this to Alza customer service, and if an error has indeed occurred, Alza will inform you of the correct price of the product within a short time.

### **VII.5. Incorrect delivery fee**

95. If the delivery fee for the product(s) ordered by the Entrepreneur is incorrectly displayed in the Web Store due to an error in Alza's internal system, Alza shall not be obliged to deliver them at the incorrect delivery cost. Prior to the conclusion of the contract, Alza may reject the Entrepreneur's offer in the event of an incorrect delivery fee. In other cases, Alza shall immediately inform the Entrepreneur upon noticing the incorrect delivery fee that an incorrect delivery fee has been indicated, and the Entrepreneur may, at its discretion, either cancel the purchase (and Alza shall refund the amount already paid)

amount), or – in accordance with the Entrepreneur's obligation of good faith and cooperation under the Civil Code

, the Customer shall be obliged to purchase the service together with the payment of the full, correct delivery fee (if the Entrepreneur has already paid the incorrect fee, it shall only be obliged to pay Alza the difference between the incorrect delivery fee and the correct fee).

96. In particular, the shipping fee shall be considered incorrect if the Web Store interface incorrectly displayed the wrong fee for the ordered product or offered an unavailable shipping method, for example, if the ordered product(s) (due to their large size, e.g., large machines, or their large number or quantity) is classified as an "oversized shipment," or the order exceeds the general retail quantity, but the Web Store incorrectly displayed the shipping fee for it, and it cannot reasonably be expected that Alza will fulfill the order with the incorrect shipping fee.
97. If you have any questions regarding the shipping fee for a product, please contact Alza customer service, and if there has indeed been an error, Alza will inform you of the correct shipping fee shortly.

## **VIII. Fulfillment of the contract**

98. Based on the sales contract concluded between the Parties, Alza is obliged to transfer the ownership of the purchased product with the relevant documentation and to make the digital content or license available electronically, to which the Entrepreneur acquires the right of use, while the Entrepreneur is obliged to pay the purchase price and to accept and download the product digital content, and license.
99. The date of performance is the date on which the Entrepreneur takes delivery of the product or service (i.e., takes possession of it) or the digital content becomes available (e.g., receives the code required for downloading) from the Client or its contracted partner (e.g., postal service/courier service / parcel locker / external service provider, etc.), including in the case of deferred payment.
100. Alza retains ownership of the products until the full purchase price has been paid; the Entrepreneur only acquires ownership of the products after paying the full purchase price. In the case of digital content, Alza will only make the digital content available to the Entrepreneur after the full purchase price has been paid.
101. The risk of damage is transferred to the Entrepreneur upon delivery of the product to the Entrepreneur (or to another person with the Entrepreneur's permission) (by Alza or its shipping partner). With the transfer of the risk of damage, the owner of the product (the Entrepreneur) bears any damage that cannot be transferred to another party. This means that after the handover, Alza is no longer liable for damage to or loss of the purchased product (except in cases of faulty performance).
102. Alza issues a receipt (invoice) in accordance with accounting rules, which is provided to the Entrepreneur electronically when purchasing from the Web Store, and on paper when purchasing from the showroom (physical store).

### **VIII.1. Delivery**

103. Alza shall notify the Entrepreneur of the delivery date within a reasonable time, depending on the mode of transport chosen, either through its own system or through its logistics partners. The Entrepreneur acknowledges that deliveries may be limited on public holidays in Hungary and the Czech Republic. The Entrepreneur also acknowledges that in unique/special cases (e.g., force majeure, extreme weather, extreme traffic conditions, etc.), the delivery date predicted by Alza may change, and Alza shall not be held liable for this.
104. Unless otherwise agreed between Alza and the Entrepreneur, Alza shall package the product in accordance with its own relevant regulations; if there is no separate agreement in this regard, Alza shall package the product in such a way that it receives adequate protection during transport, depending on the mode of transport.
105. If the Entrepreneur is late in accepting the product and does not accept it by the specified deadline, Alza shall notify the Entrepreneur thereof and set a single

. If the Entrepreneur fails to take delivery of the product within the additional deadline, product, Alza shall be entitled to withdraw from the contract (Alza shall be entitled to cancel the order) and subsequently sell the product/service to another customer. These provisions shall also apply in the event of late payment, provided that the product has not yet been received and paid for. The Entrepreneur also acknowledges that if the product is not received by the extended deadline, Alza is also entitled to claim compensation from the Entrepreneur for any unreasonable delivery costs incurred.

106. Certain media affected by the royalty notice issued by Artisjus may only be marketed with the "ARTISJUS" trademark (or hologram label). The procurement of this label by Alza may take a longer period of time, which means that Alza cannot be held responsible for any delay in performance, and Alza's liability in this regard is excluded.
107. In the case of Alza Box delivery, the Entrepreneur has the option to request an extension of the delivery deadline (by 24 hours) from Customer Service or on the Alza Account interface (under the "Extend order delivery" menu item). If the Entrepreneur fails to collect the order even after the extended deadline or does not request an extension, Alza will proceed in accordance with the provisions of Section 105.
108. In the case of personal collection at the store (showroom), the Entrepreneur must present the PIN code, which Alza will send to the phone number provided by the Entrepreneur. The Entrepreneur is obliged to ensure that the PIN code is not accessible to third parties and cannot be used by third parties.
109. Depending on the delivery method chosen by the Entrepreneur, the products will be delivered by Alza or its contracted partners. Upon receipt of the delivered product, the Entrepreneur or its representative shall, in the presence of the delivery partner, verify that all products have been delivered in full and are undamaged. The Entrepreneur may refuse to accept damaged or incomplete packages. If the Entrepreneur accepts a damaged or incomplete package, the Entrepreneur is obliged to draw up a report together with the delivery partner at the time of acceptance. Alza draws the attention of Entrepreneurs to the fact that it can only accept that the package was damaged during transport if this is recorded in a report by the delivery partner. Please report the shortage/damage to the delivery partner upon receipt, have it recorded in a report, and then inform Alza's customer service.
110. If the delivery partner is not present at the time of delivery (e.g., pickup from a parcel locker), the Entrepreneur shall immediately check that all ordered products have been delivered complete and undamaged. If the Entrepreneur notices any signs of damage to the packaging or the product, or that the package is incomplete, the Entrepreneur shall report this to the delivery partner and Alza's customer service without delay and provide proof (e.g., with a photo).
111. Alza cannot accept complaints about incomplete or damaged products more than 3 working days after receipt of the package (this applies to all delivery methods, including personal collection). Therefore, please check immediately after receipt that the product is undamaged and complete. If the product packaging is damaged, please check immediately that the contents of the package (the product itself) are undamaged. **In case of damage, please notify Alza immediately.** The Entrepreneur may also initiate this complaint at an Alza branch by selecting the "product damaged/incomplete/other problem" menu item in the complaints menu. Please return the damaged product to [any](#) Alza store as soon as possible.
112. Complaints regarding incomplete delivery or external damage do not limit the Entrepreneur's rights in relation to defective performance; however, we would like to draw the attention of Entrepreneurs to the fact that rights in relation to defective performance primarily cover hidden defects that were not known at the time of acceptance (for more details, see the rules in Chapter IX. Defective performance, with particular regard to point 172).

#### **VIII.2. Incorrect quantity delivery**

113. If more items have been delivered to the Entrepreneur than specified in the email confirming the conclusion of the contract, the Entrepreneur shall not be entitled to claim the excess products delivered. In such cases, Alza shall set a deadline and request the Entrepreneur to return the excess products to Alza. After the deadline set in the request (maximum 30 days) has expired without result, Alza shall be entitled to issue an invoice to the Entrepreneur on the basis of the provisions of the Civil Code on unjust enrichment

, shall be entitled to issue an invoice to the Entrepreneur the value of the surplus products, which, in the event of non-payment or failure to return the surplus products, Alza shall be entitled to transfer the claim to an authorized enforcement agent.

## IX. Faulty performance of

114. Performance is defective if, at the time of performance, the product does not meet the quality requirements specified in the law or in the contract. The product may also be considered defective if the Entrepreneur received a product other than the one ordered. For SMEs purchasing from Alza outside the scope of their profession, independent occupation, or business activity, the provisions of the Consumer GTC IX. Defective Performance chapter shall apply, with the exception of the provisions of the IX.2.1. Mandatory Warranty Based on Legislation subchapter. The SME must refer to the fact that it qualifies as an SME and that it made the purchase outside the scope of its profession, independent occupation or business activity when handling the complaint.
115. In the event of defective performance, the Entrepreneur
- may enforce a **warranty claim** against Alza as the seller;
  - if the purchased product is covered by a manufacturer's warranty (hereinafter: "**voluntary warranty**"), the Entrepreneur may enforce a warranty claim against the party liable under the warranty statement in accordance with the terms of the statement.
  - The provisions of Government Decree 151/2003. (IX. 22.) on mandatory warranties for certain durable consumer goods do not apply to purchases made by Entrepreneurs. Therefore, if an Entrepreneur purchases a product covered by a warranty pursuant to Decree 10/2024. (VI. 28.) IM on the definition of durable consumer goods, the warranty certificate issued to Consumers shall not be valid for purchases made by Entrepreneurs. The details of the rights that can be exercised in connection with defective performance are set out in more detail in the following chapters.

### IX.1. Warranty for accessories

116. Warranty means that the seller is liable to the buyer for defective performance, i.e., Alza is liable to the Entrepreneur with whom it has entered into a contract. The warranty claim is non-transferable. In the event of defective performance by Alza, the Entrepreneur who purchased the product from Alza may enforce the warranty claim for defects that already existed at the time of performance/delivery of the product. Alza shall not be deemed to have performed defectively if the Entrepreneur was aware of the defect at the time of concluding the contract or should have been aware of the defect at the time of concluding the contract.
117. The warranty claim expires one year after the purchase (receipt) of the product in the case of new and unopened products, nine months in the case of new products, and six months in the case of used products. In order for the claim to be successful, the Entrepreneur must prove that the defect in the product existed at the time of delivery/performance to the Entrepreneur.
118. The Entrepreneur may enforce a total of five types of warranty rights in two stages due to defective performance:
- Step 1: The Entrepreneur
    - request repair or replacement of the product
    - replacement of the product, from which you may choose, as a general rule.
  - Step 3: The Entrepreneur
    - may exercise its right to reduce the price,
    - repair the defect itself or have it repaired by someone else at Alza's expense, or
    - exercise its right of withdrawal. The Entrepreneur may exercise these rights (from which the Entrepreneur may also choose) if Alza has not undertaken to repair or replace the product, or has not done so within a reasonable time, causing

without significant inconvenience to the Entrepreneur, or the Entrepreneur has not been able to repair or replace the goods within the agreed time limit.

interest in replacement has ceased. There is no grounds for withdrawal due to an insignificant defect. If only a part of the product is defective, the Entrepreneur may only request replacement of the defective part. The Entrepreneur is not entitled to withdraw from the contract if the withdrawal is not justified in view of the nature of the defect, in particular if the defect can be repaired without delay.

119. Alza may refuse to repair or replace the product if it is impossible or would result in disproportionate additional costs for Alza, taking into account all circumstances, including the value of the service in perfect condition and the severity of the breach of contract. The Entrepreneur acknowledges that Alza is not obliged to replace the product with a new product in the event of a warranty claim for unopened, new or used products. The reason for this is that Alza does not have an inventory of opened, new or used products, it only sells one item of each product type, and therefore replacing such (lower-priced) products with new (higher-priced) products would entail disproportionate additional costs for Alza. As a warranty claim, the Entrepreneur may therefore request repair or exercise its right of withdrawal.
120. The warranty period (one year) shall recommence for the part affected by the replacement or repair.
121. The Entrepreneur shall immediately notify the Client of any defects upon discovery. The Entrepreneur shall be liable for any damages resulting from a delay in notification.
122. The Entrepreneur may switch from one warranty right to another. The Entrepreneur shall pay the Alza for the costs incurred by the switch, unless the Alza gave cause for the switch or the switch was otherwise justified.

## IX.2. Warranty

123. The meaning of warranty (commonly referred to as "guarantee"): A warranty means increased liability for defective performance, which is required by law (so-called mandatory warranty) or by the terms of the contract (so-called voluntary warranty). Throughout the entire duration of the warranty, Alza must refute any claim that defective performance has occurred.

### IX.2.1 Statutory, mandatory warranty ( )

124. Alza complies with the warranty conditions specified in [Government Decree 151/2003](#). (IX. 22.) for certain new durable consumer goods in accordance with the terms and conditions set out therein, even in the case of businesses. This means that during the warranty period, in the case of consumer goods covered by the warranty, the Business only needs to prove that it purchased the product from Alza, in addition to reporting the defect. Alza is only exempt from its warranty obligation if it can prove that the defect arose after Alza delivered the product to the Business.
125. **Products covered by mandatory warranty:** Products classified as durable consumer goods that are subject to mandatory warranty are listed in [Decree 10/2024. \(VI. 28.\) IM](#), provided that the selling price of the products listed in this legislation reaches HUF 10,000.
126. **Mandatory warranty period and value limits:** The warranty period is two or three years, depending on the selling price of the product, as follows (so-called banded warranty):
- Two years (24 months) for sales prices between HUF 10,000 and HUF 250,000,
  - three years (36 months) for products with a sales price above 250,000 forints.
127. Products with a sales price below 10,000 forints are therefore not covered by the mandatory warranty. Alza provides information on the warranty period applicable to a given product, specified in months, on the product data sheet published in the online store and on the invoice.
128. Alza would like to point out that the mandatory warranty only covers products sold by Alza to businesses with a purchase price exceeding HUF 10,000, and therefore does not apply to products given by Alza free of charge, as gifts or as promotional extras.

129. **Warranty card:** For products covered by the mandatory warranty Alza issues a warranty card with the content specified in [Government Decree 151/2003. \(IX. 22.\)](#). The warranty card is included in the same document as the electronic invoice, so Alza provides the warranty card to the Company electronically together with the invoice, or physically in the case of purchases made in a store. In order to initiate the complaint procedure related to the enforcement of the warranty claim, it is sufficient for the Company to provide the order identification number.
130. **Start of warranty period:** The warranty period begins on the date of delivery of the consumer product to the Company or, if installation is performed by Alza or its agent, on the date of installation. Alza only performs product installation (known as a basic installation service at Alza) for certain product groups (e.g., washing machines, dishwashers, refrigerators, etc.) for an additional fee. For more information about this service, please visit <https://www.alza.hu/EN/delivery-of-large-appliances>. In addition, the so-called first start-up service for new devices, which Alza provides when new IT devices are purchased, is also considered to be commissioning by Alza. More information about this service is available on the following page: <https://www.alza.hu/EN/first-start-szolgaltatas-es-a-szamitogep-beallitasa>. If the Company commissions the consumer item more than 6 months after delivery, the warranty period shall commence on the date of delivery of the consumer item.
131. **End of warranty period:** The two- or three-year warranty period arising from the mandatory warranty is subject to a statute of limitations. This means that after the warranty period has expired, it is not possible to enforce a warranty claim. However, the warranty period is extended by the time during which the Company was unable to use the consumer product for its intended purpose due to the defect. For example, if the product was sent to a repair service, the warranty period is extended by the length of the repair time.
132. **Warranty obligation:** Alza is responsible for the warranty. We ask the Entrepreneur to report any repair or replacement requests to Alza in the event of a warranty claim. Alza works with repair services and specialist services (e.g., official brand services in Hungary) designated in its contracts with its supplier partners (e.g., manufacturers) to handle warranty claims. Alza therefore forwards warranty claims it receives to its partners (repair services and specialist service centers). The Company may also report its warranty claim to the repair service indicated on the warranty card (e.g., official brand service center in Hungary), but if the claim is reported to Alza, Alza can more easily fulfill its legal obligations, which may also be beneficial to the Company.
133. **Warranty beneficiary:** The warranty can be enforced by the owner of the product with a warranty card, meaning that the warranty entitlement is transferable with the product.
134. **Handling warranty claims for large appliances:** Consumer goods with fixed connections, weighing more than 10 kg, or which cannot be transported as hand luggage on public transport must be repaired at the place of operation. If repairs cannot be carried out at the place of operation, Alza or the repair service (specialized service or brand service) will directly take care of the removal and installation, as well as the transport to and from the repair site.
135. **Deadline for reporting defects covered by the warranty:** The Entrepreneur shall report the defect to the Client immediately after its discovery, but within the warranty period and at least within 2 months of the discovery of the defect. Failure to comply with the warranty period shall result in forfeiture of rights. The Entrepreneur shall be liable for any damages resulting from a delay in notification beyond the two-month deadline.
136. **Enforcement of warranty claims. Based on the mandatory warranty**
- c. The Company may, at its discretion, primarily request repair or replacement. There are two exceptions to this: firstly, if it is impossible to fulfill the repair or replacement request chosen by the Company, and secondly, if one of the requests chosen by the Company (e.g., repair or replacement) would result in disproportionate additional costs compared to fulfilling the other request. If only a part of the product is defective, the Company may only request the replacement of the defective part; if this is not possible, it may enforce the claims specified in point b).
  - d. Secondly, the Entrepreneur may demand a proportional reduction in consideration (i.e., the purchase price) or, as a last resort, withdraw from the contract. The Entrepreneur may choose the remedies described in point b) if Alza fails to undertake the repair or replacement

has not undertaken to do so, is unable to do so within a reasonable time, or if the Company's interest in repair or replacement has ceased to exist. Withdrawal due to minor defects is not permitted.

137. The Entrepreneur shall not be entitled to withdraw from the contract if such withdrawal is not justified in view of the nature of the defect, in particular if the defect can be remedied without delay; in this case, the Entrepreneur shall be entitled to remedy the defect free of charge.
138. The Company acknowledges that Alza is not obliged to replace the product with a new one in the event of a warranty claim for opened, new or used products. The reason for this is that Alza does not have an inventory of opened, new or used products, it only sells one item of each product type, and therefore replacing such (lower-priced) products with new (higher-priced) products would entail disproportionate additional costs for Alza. As a warranty claim, the Company may therefore request repair or exercise its right of withdrawal.
139. The Company may switch from the right of choice presented in point 136 above to another right. However, it shall be obliged to pay Alza for the costs incurred by the switch, unless Alza gave cause for the switch or the switch was otherwise justified. This rule shall also apply in the event of the enforcement of warranty rights.
140. Special deadlines for handling warranty claims: If the Company makes a valid replacement claim within three working days of purchase due to a defect in the consumer product, Alza is obliged to replace the consumer product if the defect prevents its intended use.
141. In the event of warranty claims, Alza will first attempt to repair the product, unless otherwise specified by the Company. If repair is not possible or does not take place for the reasons outlined below, Alza will replace the product. If replacement is not possible, Alza will, as a last resort, refund the purchase price of the consumer product to the Company in accordance with the following detailed rules.
142. Only new parts may be installed in the consumer product during repair.
143. Unless otherwise specified by the Company, Alza must replace the consumer product within 8 days of the occurrence of the following events:
  - a. during the first repair of the consumer item, Alza determines, based on the expert opinion of the repair service (specialized service or brand service), that the consumer item cannot be repaired,
  - b. the consumer item fails again after three repairs,
  - c. the consumer product is not repaired within thirty days of the repair request being reported to Alza. Alza shall endeavor to carry out the repair within 15 days of the notification, but if the repair is not carried out within 30 days, Alza shall replace the defective product within 8 days.
144. If replacement is not possible in the cases specified in point 143 above, Alza shall refund the purchase price of the consumer product indicated on the invoice to the Company within 8 days.

The rules set out in points 143-144 do not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, passenger cars, motor homes, caravans, trailer caravans, trailers, or motorized watercraft.

### **IX.3. Manufacturer's ("voluntary") warranty**

145. Alza and certain manufacturers may voluntarily provide a warranty for products sold by Alza. Voluntary warranties may also cover businesses, at the discretion of Alza or the manufacturer. The party responsible for the voluntary warranty is the party that undertakes it in accordance with the warranty statement, which may be, for example, the manufacturer of the product. Alza passes on the manufacturer's warranty to the Entrepreneur at the time of sale, and the warranty is thus transferred to the Entrepreneur. The voluntary manufacturer's warranty may also apply to products that are not covered by the mandatory warranty.

146. The Entrepreneur shall inform the Customer of the conditions of the voluntary warranty (including any additional steps required to enforce the warranty, such as the need to register on the manufacturer's website or in the application, the duration of the voluntary warranty, the warranty claim notification period, etc.) in the warranty certificate , such as the need to register on the manufacturer's website or application, the duration of the voluntary warranty, the repair services authorized to report and handle warranty claims, specialized services authorized to report and handle warranty claims) on the warranty card issued by the manufacturer on the product packaging or in the product box.
147. Based on the voluntary warranty, the obligor is liable for defective performance in accordance with the terms and conditions set out in the warranty statement, which typically, but not always, means repairing or replacing the product.

#### **IX.4. Product warranty**

148. In the event of a defect in a movable item (product), the Company may also enforce a product warranty claim in accordance with the provisions of these General Terms and Conditions for Consumers. The Company may only enforce its product warranty claim against the manufacturer or distributor of the movable item (i.e., Alza). As a product warranty claim, the Company may only request the repair or replacement of the defective product. A product is defective if it does not meet the quality requirements in force at the time of its release or if it does not have the characteristics specified in the manufacturer's description.
149. The Company may enforce its product warranty claim within two years of the product being placed on the market by the manufacturer. After this period, it loses this right.
150. In the event of a product warranty claim, the Company must prove the defect in the product. The manufacturer or distributor shall only be exempt from its product warranty obligation if it can prove that:
- e. the product was not manufactured or placed on the market in the course of its business activities, or
  - f. the defect was not recognizable at the time of placing on the market according to the state of science and technology, or
  - g. the defect in the product results from the application of legislation or mandatory official regulations.

In order to be exempt, the manufacturer (distributor) need only prove one of the reasons listed in point 150 above.

#### **IX.5. Common rules for handling warranty and guarantee claims**

##### **IX.5.1 Initiating a claim**

151. The Entrepreneur is entitled to make a warranty claim (hereinafter referred to as "complaint" or "**complaint** claim") in writing (by email or via the Web Store), by telephone, or in person at the following contact details:
- a. On the "My Complaints" interface in the Entrepreneur's Alza account
  - b. At the Customer Service email address: [segito@alza.hu](mailto:segito@alza.hu)
  - c. Customer Service telephone number: +36 1 701 11 11 (telephone customer service is available every day from 8:00 a.m. to 8:00 p.m.)
  - d. On the contact interface available on the Alza website: <https://www.alza.hu/kontakt>
152. In order to initiate the complaint process, the Entrepreneur must provide Alza with the order ID or, if available, the complaint number to prove that the Entrepreneur purchased the product from Alza.
153. Alza also recommends that the Entrepreneur attach a copy of the proof of purchase or other document certifying the existence of a warranty claim (e.g., manufacturer's warranty card, statement) to the complaint. The Entrepreneur's complaint must include a detailed description of the defect and the Entrepreneur's contact information (in particular, the return address and telephone number if they differ from the information provided when placing the order). Without the above, Alza will not be able to identify the product affected by the complaint or its defect. To enforce a complaint, the

The entrepreneur must prove that the defect already existed at the time of performance, i.e. upon receipt of the product, and that this constitutes defective performance.

### IX.5.2 Deadlines for validating complaints and reporting defects

154. The Entrepreneur is obliged to report the defect and the complaint to the Client immediately after discovering the defect; the Entrepreneur is liable for any damage resulting from a delay in reporting. The defect and claim must be reported before the warranty period expires. Voluntary warranties are subject to the deadlines specified in the warranty statement.

### IX.5.3 Return the product you're complaining about to Alza at .

155. To process the complaint, the Entrepreneur must return the product in question to Alza, with the Entrepreneur bearing the cost of return shipping. The package must contain all parts and accessories of the product in question, without which the product cannot be used and its defect cannot be determined. If an accessory is defective, we recommend that you always send the device together with the defective accessory. In addition, please enclose the printed Complaint Form (available in the Alza Account if you initiated the complaint process in the Alza Account under "My Complaints" interface or through Customer Service) or a cover letter describing the defect, a copy of the invoice or the invoice number, and the return address and contact email address if they differ from the information on the invoice. If the product is not in its original packaging, please pack the product you are complaining about so that it arrives undamaged. More information on this can be found [here](#).
156. The Entrepreneur may choose from the following options for returning the product:
- free return via AlzaBox:** click [here](#) for details;
  - personal delivery:** you can also return the product in person at one of [our stores](#);
  - return by post or courier:** you can return the product to Alza's customer service department in Budapest (Alza.hu Reklamáció 1134 Budapest, Róbert Károly krt. 54-58.). Click [here](#) for further details.
157. Alza can only fulfill repair and replacement requests after the product subject to the complaint has been returned.
158. Alza will decide on the repairability of the product submitted under complaint during the complaint procedure, based on the findings of the repair service (specialized service or brand service). Similarly, a detailed investigation of the product defect during the complaint procedure is almost always carried out by a repair service (specialized service or brand service) independent of Alza.
159. **Password, need to disable anti-theft protection:** In the case of electronic products, the device cannot be repaired or the fault cannot be diagnosed without full access rights and the anti-theft protection being disabled. Therefore, the complaint process cannot begin until the Entrepreneur has disabled the security and anti-theft settings.
160. If the Entrepreneur asserts a claim and the product subject to the claim is protected by a traditional or other password or other protection, the Entrepreneur shall be obliged to remove the protection or provide the password in the description of the defect. The same applies if the BIOS or firmware or the storage space of the device in question is password-protected. Similarly, if the product is equipped with active anti-theft protection (e.g., Apple Find my iPhone, iPodtouch, MacBook, Intel anti-theft, etc.), the Entrepreneur must disable this service before sending the product to Alza for complaint. If the Entrepreneur fails to comply with the provisions of this section despite being requested to do so, the Entrepreneur acknowledges that Alza is not in a position to assess the complaint and is therefore entitled to reject the complaint without further investigation. The Entrepreneur further accepts that the complaint can only be processed once the Entrepreneur has fulfilled the above requirements.
161. **Need for backup:** When the Entrepreneur makes a claim regarding a personal computer or other data storage device, the Entrepreneur is responsible for making an appropriate backup in order to prevent misuse or damage to its data. Alza accepts no responsibility for data loss, damage, or misuse on personal computers or other data storage devices.

162. The Entrepreneur acknowledges that if, as a result of their complaint, the faulty data storage device is replaced, they will not receive the original device back.
163. **Need to restore default settings:** Alza requests that the Entrepreneur restore the product settings to their default settings before filing a complaint about the product (e.g., restoring expanded or replaced memory, hard drive and SSD settings in the case of PCs and notebooks).
164. We would like to draw the attention of Entrepreneurs to the fact that they should always keep the original parts belonging to the product (even if they do not need them), because in the event of a complaint (e.g. replacement), all parts must be returned to Alza in full. If the Entrepreneur does not send all parts of the product to validate the complaint, Alza may request them.
165. In addition to the above, Alza is entitled to reject products and/or parts/accessories that are dirty or do not meet basic hygiene requirements during the complaint procedure. Containers must be returned empty, otherwise Alza will reject the complaint.

#### **IX.5.4 The complaint procedure**

166. The investigation of the product subject to complaint shall only cover the defect indicated by the Entrepreneur on the complaint form or in the documentation returned with the product. Therefore, we ask Entrepreneurs to submit their complaints in writing and to describe the defect in the product as accurately as possible when initiating the complaint, as well as to specify the claim they wish to enforce.
167. If additional components have been installed in the product and it is not possible to restore the default settings for any reason, please include the names of these components in the description of the complaint (e.g., expanded or replaced memory, hard drive and SSD settings for PCs and notebooks).
168. Upon receipt of the complaint, Alza will immediately create a complaint number ("**RMA** number"). Alza will then prepare a document called a "Complaint Form" about the complaint.

#### **IX.5.5 Deadlines for handling complaints**

169. Alza strives to carry out repairs or replacements within a reasonable time frame through its repair service (specialized service or brand service). If the repair or replacement takes longer than the deadline specified in the previous notification, Alza will inform the Entrepreneur in writing of the expected duration of the repair or replacement.
170. Alza shall endeavor to have the repair or replacement carried out by the repair service (specialized service or brand service) in a manner that is in the best interests of the Entrepreneur.
171. During the complaint handling process, the Entrepreneur is also obliged to exercise its rights in good faith and to cooperate with Alza. In this regard, the Entrepreneur is obliged to provide Alza with all information necessary for handling the complaint. Alza may reject incomplete complaints.

#### **IX.5.6 Limitations of defective performance and complaints (warranty)**

172. Defective performance can only be claimed in the case of hidden defects, therefore warranty claims can only be enforced in the case of hidden defects that were not apparent at the time of purchase. A warranty claim cannot therefore be enforced before performance (e.g., at the time of ordering or receiving the product) due to a defect already known to the Entrepreneur, for example, if Alza has notified the Entrepreneur of the defect or if it is a defect that the Entrepreneur knew or should have known about at the time of purchase (upon receipt of the product).
173. Alza informs the Entrepreneur that it cannot validate a complaint:
- a. in the event of a defect resulting from improper use or use contrary to the instructions for use;
  - b. in the event of a defect or depreciation resulting from improper storage or handling;

- c. in the event of depreciation resulting from normal, regular use; or in the cases detailed in the following point.
174. The Entrepreneur shall not be entitled to submit a complaint for the following reasons or defects (in such cases, the reason or defect arose after Alza's performance, and therefore Alza's defective performance does not arise), and in such cases Alza shall also reject the complaint:
- a. mechanical damage attributable to external impact;
  - b. overvoltage (visibly burnt components or printed circuits), except for normal deviations;
  - c. use that deviates from the conditions specified by Alza or the product manufacturer, as described in the user manual (temperature, dust, moisture, chemical or mechanical conditions) or misuse; overuse or use that deviates from normal use; improper use or operation;
  - d. improper installation or commissioning, unless the commissioning was carried out by Alza or its agent or an official service provider;
  - e. faults caused by negligent maintenance or storage;
  - f. faults caused by computer viruses (the product or parts of the product do not function properly);
  - g. software errors due to illegal license use; or errors due to unauthorized software and device use;
  - h. improper intervention or parameter setting (improper intervention means intervention by any person other than Alza or an official service provider);
  - i. modification by the Entrepreneur (painting, bending, etc.);
  - j. incorrect BIOS or firmware update;
  - k. errors caused by natural disasters or *force majeure*;
  - l. incorrect or faulty software use;
  - m. use or installation of incorrect devices, parts, or accessories that differ from the original devices;
  - n. if the Entrepreneur's digital environment is not compatible with the technical requirements of the digital content or digital service,
  - o. if the factory seal, information sticker (which certifies, for example, that the product has not been disassembled into its component parts) or serial number sticker on the product is damaged, Alza may reject the Entrepreneur's complaint; unless the brand service informs Alza that they were damaged during the normal use of the product. The seal and serial number are an integral part of the product and may not restrict the Entrepreneur in the normal use or handling of the product. If the Entrepreneur experiences the opposite, please contact our Customer Service;
  - p. if the type or serial number of the product covered by the complaint does not match the serial number on the invoice or the returned product cannot be identified for other reasons.
175. The rules and information regarding the service life of purchased consumables (cartridges, toners, print heads, printer rollers, projector lamps, batteries, batteries, lighting devices, etc.) apply regardless of whether they are part of or accessories to the purchased product. The term "lifespan" refers to the specified lifespan during normal use of the product. The lifespan can be expressed in terms of duration (e.g., number of operating hours for a lamp), warranty period, usage time, number of printed pages, etc., or a combination thereof. Complaints relating to service life may only be submitted if the conditions for asserting a claim have been fully met. If the Entrepreneur uses the product for longer than its normal lifespan, the defect is likely to be caused by natural wear and tear. Complaints cannot be made for depreciation resulting from normal use.

176. **Number of defective pixels on LCD displays:** In the case of LCD displays, pixel loss (defect) cannot be prevented due to the nature of the technology used. Therefore, the ISO standard (ISO 13406-2) defines 4 quality categories, specifying the maximum permissible number of defective pixels and area (cluster) in each category. The pixel area (cluster) is a 5x5 pixel square. In the absence of a different classification, the products offered by Alza fall into category 2.

Defective pixel:

1. Type – "hot" pixel (always on, white)
2. Type – "dead" pixel (always off, black)
3. Type – "stuck" pixel (sub-pixel, always on or off, different color). Faulty cluster:
  1. Type defective cluster – more than one type 1 or type 2 pixel defect.
  2. Type faulty cluster – more than one type 3 pixel defect.

Maximum number of defects (by type) per 1 million pixels:

Class	Type 1 (hot)	Type 2 (dead)	Type 3 (stuck)	Type 1 Cluster	2. Cluster Type
I	0	0	0	0	0
II	2	2	5	0	2
III	5	15	50	0	5
IV	50	150	500	5	50

#### IX.5.7 provisions on the closure of complaint procedures

177. The Entrepreneur can track the progress and current status of the complaint in their Alza account under the "My Complaints" menu item. After the complaint has been assessed, Alza will inform the Entrepreneur of the outcome by phone, SMS, or email. If the Entrepreneur sent the product subject to the complaint to Alza by courier, Alza will return the product to the Entrepreneur in the same manner after the complaint procedure has been completed, unless the Entrepreneur and Alza's customer service department have agreed on a different method of return or product collection.

178. At the end of the complaint procedure, Alza shall inform the Entrepreneur in writing of the decision made as a result of the complaint procedure. This decision shall also include the expert opinion issued by the repair service (specialized service or brand service).

179. The costs of fulfilling the complaint (e.g., repair, replacement) shall be borne by Alza.

180. The Entrepreneur shall take delivery of the product immediately after the completion of the complaint procedure, but no later than 30 days from the date of notification thereof. If this deadline passes without result and the Entrepreneur does not take delivery of the product, Alza shall charge the Entrepreneur a storage fee of HUF 200/day. If the Entrepreneur does not take delivery of the product within 2 months of receiving the notification containing the legal consequences, Alza shall be entitled to sell the product and include the storage costs in the purchase price. If the Entrepreneur so requests, Alza shall settle with the Entrepreneur if it has successfully sold the product.

181. In order to avoid any damage or abuse, the Entrepreneur shall take delivery of the product subject to the complaint and initiate the procedure for refunding the purchase price of the product upon receipt of the Complaint Form and a document certifying the representative authority of the natural person authorized to represent the Entrepreneur (e.g., a specific power of attorney or proof that the person is listed in the Company Registration as an Authorized Person entitled to perform the given administrative task) and a valid document proving their identity (e.g., ID card, passport, driver's license).

If the Entrepreneur fails to submit the above documents, the Alza (and Alza's contractual partners) shall refuse to issue the product or refund the price/purchase price. If a person other than the person entitled to make the complaint (e.g., an employee) wishes to take delivery of the product subject to complaint, the contact details of this person must be provided to Alza by the Entrepreneur by telephone, in the accompanying letter, or on the contact form. The contact person must also have their own identity document and the Complaint Form when they wish to take delivery of the product.

#### **IX.5.8 Repairs not carried out as part of complaint handling service**

182. If Alza rejects the Entrepreneur's complaint based on the expert opinion of the repair service (specialized service or brand service), and the Entrepreneur still wishes to have the product repaired after being notified by Alza, this is possible for an additional fee. In this case, the Entrepreneur must expressly consent in writing to the repair of the product, and the Entrepreneur shall be obliged to pay the amount determined by the brand service for the repair of the product. Alza shall inform the Entrepreneur in advance of the cost of the repair.
183. The Entrepreneur acknowledges that repairs requested and paid for by them (not related to complaints) are not carried out by Alza; Alza merely acts as an intermediary in organizing the repair (cooperating with brand service centers, handing over the product to them for repair, coordinating with brand service centers regarding the repair, transport, etc.). However, Alza excludes its liability in connection with the repair services paid for by this Entrepreneur.
184. Before the repair paid for by the Entrepreneur is carried out, the Entrepreneur shall be informed of the cost, scope, and duration of the repair. Alza will only begin to arrange for the repair of the product when the Entrepreneur, having received all relevant information regarding the repair, expressly requests it and signs the repair order form.

### **X. Withdrawal**

185. The Entrepreneur is entitled to exercise the right of withdrawal (termination) without justification within 30 days of every purchase, regardless of whether the contract was concluded in the Web Store, mobile application, or physical store. In certain cases, the Company may purchase a longer withdrawal period from Alza as an additional service, under which it may exercise its right of withdrawal (termination) under the same conditions but for an extended period.
186. With regard to the right of withdrawal (termination) regulated in this chapter, Alza shall otherwise apply the provisions of the Civil Code and Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between consumers and businesses.

#### **X.1. The start of the withdrawal period ( ):**

187. The start of the withdrawal (termination) period (30 days):
- q. in the case of a sales contract, from the date of receipt of the product or, in the case of the purchase of several products or products consisting of several parts, if the products or parts of the product are delivered at different times, from the date of receipt of the last product or part of the product delivered;
  - r. in the case of a contract for continuous performance, from the date of receipt of the first service,
  - s. in the case of a contract for the provision of services, from the date of conclusion of the contract.
188. The deadline shall be deemed to have been met if the Company sends its notice of withdrawal (termination) within the withdrawal (termination) period.
189. The Company is entitled to withdraw from the contract at any time prior to the above dates, i.e. between the date of order and the date of receipt.

## **X.2. Exercising the right of withdrawal (termination):**

### **X.2.1 Statement of withdrawal (termination)**

190. The Company may exercise its right of withdrawal (termination) by means of a clear statement, which may be made, for example
- t. in person at Alza's physical stores
  - u. by filling out an online form in the Web Store or in the Alza application
  - v. by email ([segito@alza.hu](mailto:segito@alza.hu))
  - w. by post (Alza.hu Reklamáció 1134 Budapest, Róbert Károly krt. 54-58.)
  - x. at Alza Customer Service.
191. The [model withdrawal/termination statement](#) can be used to exercise the right of withdrawal (termination), or the model statement found in Annex 2 to Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, but it can also be exercised by means of another unambiguous statement. (II. 26.) on the detailed rules of contracts [between consumers and businesses](#), but it can also be exercised by means of another unambiguous statement.
192. Alza will confirm receipt of the withdrawal statement without delay.

### **X.2.2 Returning the product, returning the**

193. In the event of withdrawal (cancellation), the Entrepreneur is obliged to return the product to Alza: the goods must be returned immediately, but no later than 14 days from the date of notification of withdrawal (Alza.hu, Budapest, 1134 Róbert Károly krt. 54-58. or via Alza Box) or to return it to Alza at one of Alza's physical stores. The return shall be deemed to have been made within the deadline if the Company sends the goods before the deadline expires. The costs of return and return shipping shall be borne in full by the Company, unless Alza has undertaken to bear the costs of return shipping as part of a promotion. If the Company expressly chooses a mode of transport other than the least expensive standard mode of transport, Alza shall not be obliged to reimburse the additional costs incurred as a result.
194. The Company shall return the products affected by the withdrawal (termination) in their entirety (i.e., together with the delivered accessories, parts, and complete documentation), undamaged, clean, in their original packaging (if possible), and in the condition in which they were received (e.g., water tank empty, etc.).
195. The Company acknowledges that in the event of withdrawal, the contract shall be terminated retroactively to the date of conclusion of the contract, therefore a situation must be created as if the Company had not ordered the product. In the event of withdrawal, the Company is obliged to return all gifts and gift products received in connection with the purchase, in full, together with all parts and accessories. Alza will only provide a full refund if the Company also returns the gift received with the product.

### **X.2.3 Refund of purchase price**

196. The Company is entitled to test the product to the extent necessary to determine its nature, characteristics, and functioning. The Company shall be liable for any depreciation resulting from use exceeding this extent or from improper use/handling. Alza is entitled to deduct the value of such depreciation from the refundable purchase price. If the Company wishes to exercise its right of withdrawal in relation to a regularly damaged product, the provisions set out in Chapter V. Improper Use of the Online Store of these General Terms and Conditions for Consumers shall also apply to it.
197. In the event of withdrawal by the Company, Alza shall refund the full amount paid as consideration (e.g., purchase price and shipping costs) within 14 days of becoming aware of the withdrawal, using the same payment method used by the Company (other payment methods may be used with the express consent of the Company, but the Company may not charge any additional fees for this). The refund will only be made after the Company has received the product.

returned it to the Alza store, or the Company confirms that the product has been returned to Alza.

198. **Cashvoucher** is an alternative payment service (special electronic gift voucher) that you can use with the Company's consent in the event of termination by the Company. The exact terms and conditions of the Cashvoucher service are set out in [the Cashvoucher Rules](#).

#### **X.2.4 Right of termination in the case of service provision**

199. In the case of contracts that do not relate to the purchase of products but to the use of services, and where the provision of services has commenced before the expiry of the withdrawal period with the express, traceable statement of the Entrepreneur, the Company shall be entitled to terminate the contract instead of withdrawing from it in accordance with the rules set out in this chapter, provided that the Company shall pay the price of the services used up to the date of termination on a pro rata basis. If the service has been fully performed before the expiry of the termination period, the Entrepreneur shall no longer be entitled to terminate the contract after performance.

#### **X.2.5 e contract for the provision of continuous digital content and services**

200. In the event of withdrawal (termination) from a contract for the provision of (continuous) digital content or digital services, Alza may prevent the Enterprise from continuing to use the digital content or service, in particular by making it inaccessible or by blocking the Enterprise's user account. In the event of termination, the Company shall refrain from using the digital content or digital service and from making them available to third parties. At the request of the Enterprise, Alza shall make available to the Enterprise all content that the Enterprise has provided or created during the use of the digital content or digital service provided by Alza (the Enterprise may retrieve such content within a reasonable time).

201. If the product includes a data storage device, it must be returned to Alza in accordance with the rules of withdrawal. Alza recommends that you back up any personal data stored on such devices before withdrawing from the contract for electronic devices, and then delete it from the device.

#### **X.2.6 Exclusion of withdrawal**

202. Withdrawal/termination is not possible in the following cases:

- y. if the service is performed with the express consent of the Entrepreneur before the expiry of the notice period; and the Entrepreneur has acknowledged that it will lose its right of termination after the service has been performed;
- z. in the case of a product or service whose price is not influenced by Alza and depends on possible fluctuations during the withdrawal (termination) period;
- aa. if the goods are delivered in a form that has been designed/modified/customized in accordance with the Company's wishes and requirements;
- bb. in the case of the delivery of perishable consumer goods or consumer goods that retain their quality for a short period of time;
- cc. sealed products that cannot be returned after opening for health or hygiene reasons (hair clippers, hair styling tools, hair brushes, men's razors, women's razors, epilators, IPL permanent hair removal devices, waxing devices, male hair removal products, female hair removal products, electric toothbrushes, toothbrush heads, thermometers, inhalers, etc.);
- dd. The purchase of consumer goods (cosmetics, drugstore items, perfumes, food, etc.) may only be canceled if the product is undamaged, unused, and in its original packaging.
- ee. in the case of products which, by their nature, cannot be separated from other goods after delivery;

- ff. sealed sound recordings / video recordings / PC (computer) programs and software, if the Company has unsealed the product;
  - gg. newspapers, journals, and magazines (with the exception of subscription contracts);
  - hh. a service that is a travel or leisure service provided by a Entrepreneur other than Alza for a specific date;
  - ii. in the case of the delivery of digital content (if the digital content is delivered on a non-physical medium with the prior and express consent of the Company before the expiry of the withdrawal period and the Company has expressly stated, at the time of giving its consent, that it loses its right of withdrawal and termination upon delivery);
  - jj. The purchase of a gift card for a third-party service can only be canceled if the gift card has not yet been redeemed; the gift card is considered redeemed at the moment the service provider checks its validity using Alza's information system.
  - kk. in the case of products containing a blind bag or blind box, the right of withdrawal may not be exercised; a blind bag is a product whose packaging contains a specific number of randomly selected items within a specific product category/type, so that its specific contents are revealed as a surprise to the buyer after purchase; e.g. Pokémon cards, Lorcana cards, L.O.L. Surprise Blind Bag dolls, etc.; a blind box is a product that contains either one or more blind bags at the same time, or one or more blind bags along with some other product; the Company is not entitled to withdraw from the blind box product (or any other item); blind bags and blind boxes are products the specific contents and rarity of which become known only after purchase as a surprise, therefore Alza is unable to verify the actual contents and unchanged condition of such products; furthermore, Alza is no longer able to resell such products and they lose their value; therefore, they are considered goods which, due to their nature, may become inseparably mixed with other goods after delivery (Section 29 (1) point f) of Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses);
203. For ink cartridges and batteries, after opening: the unpacking of such products constitutes excessive use of the product, which is not necessary to determine the nature of the product, and after unpacking, Alza cannot verify the exact extent of use; unpacking causes the products to lose their value, as Alza can no longer sell the products after unpacking

## **XI. Products containing digital content and digital components**

204. For the purposes of this chapter, "digital content" means digital content that does not include a data carrier or device, and "goods containing a digital element" means goods containing a digital element that include a data carrier or device necessary for the performance of that function.
205. Digital content without a device can only be purchased by registering in the Web Store, whereby the Entrepreneur (in this section, the term "Entrepreneur" refers to the person authorized to represent the Entrepreneur or the person who purchases digital content on behalf of the Entrepreneur) can access the activation code and the link for downloading the purchased digital content (e.g., software, digital games, operating systems, etc.) in their Alza account. The digital content will only become available to the Entrepreneur after the full purchase price has been paid; cash on delivery is not possible (cash payment is only possible if the Entrepreneur purchases the product in person at Alza's physical store and pays for it at the same time). Alza excludes its liability in the event of codes being sent to an email address provided incorrectly/incorrectly by the Entrepreneur.
206. In the case of digital content and digital services, the date of performance is the date on which the digital content becomes available to the Entrepreneur (e.g., when they receive the code required for downloading).

207. Entrepreneurs can find more information about the process of purchasing electronic software licenses, payment and delivery options [here](#).
208. With regard to the use of digital content purchased from Alza and goods containing digital elements, the Entrepreneur acknowledges that in order to use the digital content, it must accept the manufacturer's/distributor's license terms (end-user license agreement) and is fully liable (under civil and criminal law) for compliance with them. distributor license terms (end user license agreement) for the use of the digital content and is fully responsible (under civil and criminal law) for compliance with them. Alza sells to Entrepreneurs exclusively as end users for personal use, and the Entrepreneur is not entitled to allow third parties to use or resell the product for commercial gain, contrary to the terms of the license agreement. The Entrepreneur is only entitled to use the purchased digital content in accordance with the terms of the end-user license, Alza does not grant any additional/supplementary rights of use, i.e. the Entrepreneur is not entitled to copy or otherwise reproduce, extract or modify the purchased digital content, contrary to copyright, other laws or the terms and conditions of the license. Alza points out that access to digital content may be denied or the license may be deactivated if the digital content has come into the possession of any user as a result of illegal activity.
209. The provisions of these General Terms and Conditions for Entrepreneurs also apply to digital content provided by Alza to the Entrepreneur as a gift.

## **XII. Gift cards ( vouchers for third-party services)**

210. When purchasing gift cards from third parties, Alza is only a reseller; the service/license that can be claimed based on the gift cards is provided by a third-party service provider other than Alza (e.g., crediting the subscription fee for a specific streaming service in the amount indicated on the gift card), which is governed by the terms and conditions of that provider. To redeem gift cards, the Entrepreneur must contact the provider.
211. After purchasing the voucher, the Entrepreneur will receive a unique redemption code at the email address provided either in the Alza Account or to Alza when placing the order. The Entrepreneur must use this code to contact the service provider indicated on the gift card or in the product description of the gift card in the Web Store in order to redeem the gift card. The service provider will provide the service/license / product to the Entrepreneur.
212. The gift card is considered redeemed at the moment the service provider verifies its validity using Alza's information system. The purchase of a gift card can only be canceled if the gift card has not yet been redeemed.
213. In the event of a complaint regarding a service or product purchased with a gift card, we recommend that the Entrepreneur contact the service provider concerned, who will be able to handle the complaint more quickly and efficiently.

## **XIII. Alza gift voucher**

214. The value of Alza gift vouchers can be redeemed directly at Alza. Printed Alza gift vouchers are valid until the expiry date printed on the voucher or, if no expiry date is printed, for one year from the date of purchase. Electronic vouchers can be redeemed within two years.
215. Businesses can request personalized gift cards by contacting Alza at [B2B@alza.hu](mailto:B2B@alza.hu) .
216. Additional terms and conditions of use for Alza gift vouchers can be found directly on the voucher itself, and further information is available at <https://www.alza.hu/ajandekutalvanyok> and <https://www.alza.hu/alza-hu-ajandekutalvanyok#ertek>.

#### **XIV. Collection and transport of used/waste electrical and electronic equipment**

217. The Entrepreneur may hand in electrical and electronic equipment that is no longer in use and has become waste at the selective waste collection points provided at the Alza showroom (Budapest XIII. - Róbert Károly krt. 54-58).
218. When purchasing new electrical or electronic equipment, Alza will, upon request made by the Entrepreneur at the time of ordering, remove the Entrepreneur's used equipment that has become waste and is identical in purpose to the purchased equipment, with the assistance of another transport company. The range of electrical or electronic equipment for which transport is available is specified in Annex 1, point 1 of [Government Decree 197/2014. \(VIII. 1.\)](#) on waste management activities related to electrical and electronic equipment.

#### **XV. Complaint handling**

##### **XV.1. Complaint handling at Alzán**

219. The Entrepreneur may submit complaints regarding Alza's activities, services, or products sold, as well as statements regarding legal infringements related to Alza's activities, to Alza in writing or verbally, by telephone, or at Alza's business premises. Alza will treat these inquiries as complaints. Chapter IX.5 contains the complaint procedure for the Entrepreneur to enforce warranty claims (complaints).
220. The Entrepreneur may contact Alza Customer Service at the following contact details:
- Customer Service email address: [segito@alza.hu](mailto:segito@alza.hu)
  - Customer service telephone number: +36 1 701 11 11
  - On the interface available on the Alza website: [www.alza.hu/kontakt](http://www.alza.hu/kontakt) (customer service is available by phone every day from 8:00 a.m. to 8:00 p.m.).

##### **XV.2. Initiation of court proceedings, conciliation board proceedings**

221. The Entrepreneur is entitled to enforce its claims against Alza in court in civil proceedings in accordance with the provisions of the Civil Code and Act CXXX of 2016 on Civil Procedure.
222. In accordance with the provisions of the Consumer General Terms and Conditions, civil organizations, ecclesiastical legal entities, condominiums, and housing cooperatives acting for purposes outside their independent occupation and economic activity may turn to the conciliation body.

#### **XVI. Final provisions of the General Terms and Conditions for Business Customers**

223. Issues not regulated in these General Terms and Conditions for Entrepreneurs shall be governed by the provisions of Hungarian law, in particular the provisions of the Civil Code.
224. Alza shall in no event be liable for any damages arising indirectly from contracts concluded under these General Terms and Conditions for Entrepreneurs or from its activities, in particular for other damages to the entitled party's property and lost financial benefits, except for damages caused intentionally by Alza or for damage causing harm to human life, physical integrity, or health.
225. Alza and the Entrepreneur agree that any legal disputes arising from contracts concluded on the basis of these Entrepreneur Terms and Conditions or in connection with the activities of the Parties shall be settled primarily by amicable agreement. If the negotiations are unsuccessful, the Parties agree that the Buda Central District Court or the Székesfehérvár Regional Court, depending on the value of the subject matter of the dispute, shall have exclusive jurisdiction.

226. Alza is entitled to present Entrepreneur GTC unilaterally amended, the effective date of the valid text shall be the date indicated on the website. The GTC shall be valid for an indefinite period. In the event of an amendment to the GTC, orders in progress shall be subject to the provisions of the GTC valid on the date of the order.

**Effective: 2026.05.14.**