

# **General Terms and Conditions for Consumers**

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## 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: "**Consumer GTC**") to customers who qualify as consumers according to Section 2 of the GTC (hereinafter: "Consumer") 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 Consumer (hereinafter collectively referred to as the "Parties") primarily include the Consumer's orders and purchases made in the Online Store operated by Alza on the [www.alza.hu](http://www.alza.hu) website (hereinafter: "Online Store"), through the Alza application, or in Alza's physical stores.
2. These Consumer GTC apply only to buyers who qualify as consumers. A consumer is a **natural person** acting outside the scope of their profession, independent occupation or business activity. With regard to Chapter IX. Defective Performance of these Consumer GTC – with the exception of the provisions of subchapter IX.2.1 Statutory Warranty – the term "consumer" shall also include micro, small and medium-sized enterprises as defined in Act XXXIV of 2004 on small and medium-sized enterprises and the promotion of their development, acting outside the scope of their profession, independent occupation or business activity. Otherwise, buyers who do not qualify as consumers are subject to separate general terms and conditions (hereinafter: "**Business GTC**"), which are available [here](#).
3. It is not possible to purchase from Alza without accepting the content of these Consumer GTC. These Consumer GTC are available on the Alza website and can also be downloaded in PDF format. Alza expressly excludes the application of any other general terms and conditions not specified by it in relation to all private law transactions to be concluded with the Consumer.
4. By using the website, all users expressly accept the provisions and conditions of these General Terms and Conditions of Sale for Consumers relating to the use of the Web Store.
5. The Consumer enters into a contractual relationship with Alza when placing an order/making a purchase in the Web Store or in a 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  
Court of registration: Budapest Metropolitan Court of Registration 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  
Email address of the hosting provider: info@cecolo.com Email address of  
Customer Service: [segito@alza.hu](mailto:segito@alza.hu)  
Customer service telephone number: +36 1 701 11 11  
Customer service telephone number: every day from 8:00 a.m. to 8:00 p.m.
7. Alza also provides easy-to-understand information pages for consumers, such as the [Shipping Information](#) and [Payment Options](#) pages. The information displayed on the information subpages indicated or referenced in these GTC at the time of conclusion of the contract forms part of these Consumer GTC and thus forms part of the contract between Alza and the Consumer.

## 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 Consumer Terms and Conditions, in particular the provisions relating to the Web Store, unless these Consumer Terms and Conditions contain provisions that contradict or supplement the Alza Application.
9. Alza accepts orders placed in the Web 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 Web Store or

unavoidable external causes (*force majeure*) during the period when the Web 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.
11. 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, overloading, or unauthorized manipulation of the Web Store system is prohibited.
12. 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 comments are not allowed 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.
13. The Consumer acknowledges that when purchasing products from Alza, the Consumer 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.
14. Alza excludes all liability for the conduct of users of the Web Store. The Consumer acknowledges that Alza expressly excludes its liability for content published by third parties, even if the Consumer accesses the content or pages of third parties via a link placed in the Web Store. The Consumer may use the Web Store solely at their own risk, and Alza shall not be liable for any damage incurred in the Consumer's sphere of interest or resulting from their negligence during the use of the Web Store. Alza shall not be liable for any malfunction or data loss in the Consumer's device or software, or for any loss or undeliverability of data, messages, SMS, The Consumer acknowledges that an Internet connection is required to use the Web Store. Alza shall not be liable for any malfunctions of the Internet network or any other communication network. The Consumer 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.
15. The Consumer acknowledges that the images displayed for certain products in the Web Store are illustrations provided by manufacturers/distributors (as third parties) contracted by Alza, and therefore may differ from the actual products in their 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 any non-essential differences. The Consumer acknowledges that the images displayed in the Web Store are primarily for informational purposes.

## **II.1. Registration**

16. The Web Store can be visited by anyone, and it is also possible to create your own user account by registering. Consumers can make purchases in the Web Store either by registering or without registering, as a guest.
17. 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.
18. Consumers must provide the following information to create a user account: name, email address, password, billing address, shipping address, and phone number. To create a user account

, the Consumer must confirm their registration by entering the code received via SMS to the phone number provided in the window that appears on the interface.

19. During registration, or if purchasing without registration, the Consumer is responsible for the accuracy and authenticity of the data provided during the order process. Alza is not responsible for any delays or additional costs (e.g., shipping) resulting from incorrect or inaccurate data. The Consumer is responsible for keeping their password confidential. Alza excludes any liability for any damage related to the Consumer's password becoming known to a third party for reasons beyond Alza's control. The Consumer is only entitled to use the Web Store in their own name and with their own data. Registration with false, incorrect, or another person's data is prohibited.

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

20. The Consumer (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), which can be done in the following ways:
  - a. the Consumer can send a message from their registered email address or call the registered phone number by requesting the deletion of their user account from Customer Service;
  - b. the Consumer can delete their user account by selecting the "Delete Account" option within their Alza Account.
21. By deleting their user account, the Consumer loses access to the invoices, credits, and other documents stored in the Account, as well as to their electronic library, including e-books, audiobooks, and other digital content.
22. For more information on the processing of your personal data (and requests for deletion), please refer to Alza's [Privacy Policy](#).

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

23. 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 Online Store**

24. Consumers can view the products (including digital content) and services sold by Alza in the online store operated by Alza. Consumers can also search for products and services sold in the online store (e.g., by entering the product manufacturer or product name). By clicking on the data sheet of a given product or service, Consumers can obtain information about the most important features and essential characteristics of the product or service, including the sales price of the product including VAT, the unit price, the availability of the product in stock, the delivery methods available for the given product, expected delivery times, warranty periods based on legislation, and the most important technical parameters of the product.
25. The Consumer 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 Consumer or that an offer has been sent, and therefore does not create any payment obligation on the part of the Consumer.
26. By clicking on the "Virtual basket" icon in the upper right corner of the Web Store, the Consumer 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"). This interface also allows the Consumer to enter a discount code or gift voucher code. On the "Shopping Cart" interface, the Consumer also has the option to purchase additional services from Alza for the products placed in the shopping cart. The Consumer can also find information about the prices of these services on the "Shopping Cart" interface. The Consumer can find more detailed information about the additional services and their essential features by clicking on the given service or on the dedicated subpage containing the presentation of the services (by clicking [here](#)).

27. On the "Shipping & Payment" page (which the Consumer can access by clicking on the "Continue" button on the Shopping Cart page), the Consumer can select the most suitable shipping method from those offered by Alza. On this page, the Consumer will also receive information about the expected delivery time and delivery fee for the selected delivery method.
28. 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 Consumer of any changes to the expected delivery date in a timely manner.
29. The Consumer can also find information about the delivery methods offered by Alza on the [Delivery Information](#) subpage, which contains essential information about all delivery methods, including delivery costs and delivery conditions.
30. Alza does not guarantee the Consumer the availability of all delivery methods. Alza offers certain delivery methods to the Consumer depending on whether the given delivery method is available at the specified address and what delivery capacities are available to Alza at the given moment. The expected delivery time and cost vary depending on the selected shipping method.
31. Alza currently offers Consumers the following delivery methods:
  - a. **personal pickup**: via AlzaBox parcel machines, in our stores, via Alza Drive, and at parcel pickup locations operated by our partners, e.g., Packeta, Z-Box parcel machines and parcel points, FoxPost parcel machines and PostaPont locations, 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 parcels**: this service is provided by Alza Express and Alza's logistics partner, Gebrüder Weiss.
32. After selecting the delivery method, the Consumer 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](#)
33. Alza currently offers the following payment methods to its Consumers.
  - a. online credit card payment (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 credit card),
  - e. online store credit,
  - f. Payment with Alza vouchers,
  - g. cash or credit card in Alza showrooms (stores).
34. Alza offers online store credit to Consumers as a credit intermediary for Magyar Cofidis Expressz Zrt. Details of the financial service provided (hereinafter: "**store credit**") are available on the following subpage: <https://www.alza.hu/reszletfizesesi-lehetoseg>.
35. Alza draws the Consumer'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 Consumer will be recorded by the relevant bank for future payments (the Consumer 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).

36. After selecting the delivery and payment methods, the "Enter Address" interface will appear. By clicking on the "Continue" button, the Consumer is taken to a page where they can enter their personal data, such as their email address and billing information. If the Consumer is a registered user, they can also log in to their Alza Account here, in which case the billing information will automatically appear on the purchase interface. On the right-hand side of this interface, the Consumer will see the price of the product or service placed in the "Basket," plus the gross shipping cost.
37. By clicking on the "Complete Order" button or checking the box, the Consumer confirms that i) they have read and accepted the provisions of these Consumer Terms and Conditions, ii) they acknowledge the privacy policy provided by Alza, and iii) that by placing an order, they are obliged to pay, and iv) they agree that Alza will make the purchased digital content available to them immediately, after which they will no longer be entitled to withdraw from the purchase of the digital content. The Consumer acknowledges that after placing their order, Alza will be entitled to claim the purchase price of the product from the Consumer on the basis of the payment obligation, provided that Alza fulfills the order.
38. After placing the order, the Consumer may cancel (withdraw) their order until Alza fulfills the order (taking into account the provisions set out in Chapter V. Improper Use of the Online Store of these Consumer Terms and Conditions), and it is also possible to modify the order as follows:
- Billing and shipping information (e.g., address): After placing an order, until Alza has issued an invoice for the order, the Consumer may modify the billing and shipping information (e.g., address) in their Alza Account or on the order interface. After that, if the data can no longer be modified in the Alza Account, the Consumer must contact Customer Service to request the modification.
  - Payment method: can be changed after placing the order by contacting 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 by contacting Customer Service.
39. It is possible to make purchases in the Alza Web Store without registering, as a guest, but Alza recommends that Consumers log in to their registered user account when placing an order in the Web Store. When logging in with public access, Alza recommends that Consumers log out of their Alza account after placing their order. In addition, Alza recommends that Consumers log out of their Alza account when they are no longer using the Web Store.

### **III.2. Confirmation of receipt of the offer in the Web Store**

40. By clicking on the "Complete Order" button, i.e. by finalizing and submitting the order, the Consumer makes a binding offer to Alza to purchase the products or services placed in the "Shopping Cart." The arrival of the Consumer's offer at Alza results in a binding offer on the part of the Consumer. However, the submission of the offer by the Consumer 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 Consumer of the acceptance of the offer, i.e., the conclusion of the contract, in a separate email at a later date.
41. Alza will immediately confirm the receipt of the order (offer) to the Consumer by email in the form of an automatically generated system message ("Thank you for your order" email). If this confirmation is not received within 48 hours of the Consumer sending their order, the Consumer shall be released from the binding nature of the offer. The Consumer is obliged to check the contents of this email. If the Consumer notices any errors in the order details, they are obliged to report this to Customer Service immediately. Using the buttons in the email, the Consumer can modify their order or, if necessary, cancel it, i.e. withdraw their offer.

42. Statements made or communicated by email are considered to have been received by the other party when they become available to the recipient. Alza excludes liability in cases where, due to a technical or configuration error in the Consumer's email system, or the Consumer provided Alza with an incorrect email address when placing the order, or the Consumer does not open or read an email message otherwise delivered by Alza.

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

43. In the case of purchases made through the Web Store, the contract between Alza and the Consumer is concluded when Alza accepts the offer sent by the Consumer (which is made by placing an order). Alza will send the Consumer a separate email confirming the conclusion of the contract (i.e., Alza's acceptance of the offer), in which Alza will confirm that the order can be fulfilled and provide information about delivery. This email confirming the conclusion of the contract also contains the essential elements of the contract. Alza will send the GTC and the invoice to Consumers in this email.
44. If Alza is unable to accept the Consumer's offer, i.e. is unable to fulfill the order, it will inform the Consumer of the rejection of the order and arrange for the refund of the purchase price and shipping costs paid in advance by the Consumer. Alza excludes its liability for any damage incurred by the Consumer as a result of the rejection of the Consumer's offer (i.e., the order).
45. From the email confirming the conclusion of the contract, the Consumer can also download the invoice for the purchase by logging into their Alza account, which also serves as a warranty certificate for products covered by a mandatory warranty. For guests, Alza will send the invoice in a second email confirming the conclusion of the contract.

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

46. The contract concluded between the parties is not considered a written contract and is not filed by Alza, 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. Consumers can view the details of their previous orders in their Alza account and in the confirmation emails sent by Alza.
47. 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.

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

48. The language of all contracts concluded under these General Terms and Conditions of Sale is Hungarian.

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

49. Consumers have the opportunity to correct data entry errors at any time before clicking on the "Complete Order" button. Alza shall not be liable for any errors or mistakes resulting from uncorrected data entry errors.

### **III.7. Compliance with the code of conduct**

50. Alza has not submitted itself to any code of conduct governing its activities.

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

51. 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. Alza provides the same 30-day right of withdrawal for unboxed, refurbished and used products as for new products. The provisions relating to the enforcement of warranty claims for these products are set out in More information about unboxed, refurbished, and used products can be found [here](#).

52. 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 and guarantee period for opened products is the same as for new products.
53. Refurbished products are products that are suitable for their intended use but show signs of previous use (minor wear and tear). Alza strives to provide all components found in the original packaging for refurbished 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 21-month warranty (or, where applicable, guarantee) for new products.
54. Used products are products that are fit for their intended purpose, have been serviced previously, or show signs of previous, even prolonged use. Alza provides a 12-month warranty (or, where applicable, guarantee) for used products in accordance with legal provisions. 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 Web Store (e-mail, telephone, in-person purchase at )**

55. It is also possible to purchase from Alza outside the Web Store by e-mail, telephone, and in its showrooms (stores). Unless otherwise provided in these GTC, the provisions of these GTC 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**

56. Consumers can place their orders outside the Web Store in the following ways:
  - a. By email, via the email address [segito@alza.hu](mailto:segito@alza.hu) ;
  - b. By phone, you can reach Alza Customer Service at (+36 1 701 11 11) every day of the week from 8:00 a.m. to 8:00 p.m. (UTC+01:00)
  - c. In person at Alza 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**

57. The Consumer may also conclude a contract by telephone or e-mail with the assistance of an Alza customer service representative. In such cases, the contract is concluded by means of a confirmation e-mail sent to the Consumer by customer service, in the same manner as when concluding a contract through the Web Store.
58. Contracts concluded in Alza showrooms are concluded by implied conduct, upon payment of the purchase price by the Consumer to Alza.

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

59. The Consumer may only use the Web Store in accordance with these Consumer Terms and Conditions, for its intended purpose and in good faith.
60. Alza's goal is to sell the products and services it distributes to Consumers as end users, therefore the resale of products purchased from Alza in the Online Store or through any other sales channel for commercial purposes by the Consumer is not permitted. Alza reserves the right to reject a Consumer's contractual offer if there is reasonable suspicion that the purpose of the offer is commercial resale. Alza will notify the Consumer of the rejection of the offer by email.

, Alza will notify the Consumer by email. Alza also reserves the right to refuse further product sales to Consumers and to apply the sanctions listed in points 64 and 65 of these GTC if it is proven that they are reselling products purchased from Alza for commercial purposes.

61. Alza reserves the right to reject the Consumer'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 misuse is established by a court, authority, or other financial institution/partner, Alza is entitled to withdraw from the contract and apply other sanctions set out in points 64 and 65. Alza excludes its liability for damages resulting from delayed performance or non-performance of the order in question due to the investigation of the misuse.
62. If the Consumer 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 Consumer'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 not for the in advance specified minimum amount, when the discount coupon has been used;
  - d. Alza becomes aware that the single-use discount coupon has already been used;
  - e. Alza becomes aware that the Consumer has violated the quantity restriction it has communicated in advance with regard to the product in question.
63. The Consumer 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.
64. In addition to the provisions of these General Terms and Conditions for Consumers, the following sanctions may be applied in the event of Abuse (hereinafter: "Sanctions"):
  - a. **Warning:** the mildest sanction, whereby the Web Store sends the Consumer a written warning to cease and desist from the abusive behavior.
  - b. **Temporary suspension of account:** If the Abuse is more serious or recurrent, Alza is entitled to suspend the Consumer's user account for a period of 6 (six) months. During the suspension of the user account, the Consumer will not be able to place new orders in the Web Store.
  - c. **Account deletion:** If the Consumer repeatedly or seriously commits Abuse and Alza has applied sanctions against them, but the Consumer commits another violation after the sanctions have been applied, Alza is entitled to permanently delete the Consumer's account. After that, the Consumer will no longer be entitled to create a new account.
  - d. **IP address blocking:** In the event of technical abuse (e.g., use of automated programs, excessive queries, data mining), the Consumer's access may also be restricted technically.
  - e. **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 notification to the Consumer.
  - f. **Enforcement of claims for damages:** If the Consumer causes unlawful damage to Alza, Alza is entitled to enforce a claim for damages against the Consumer in civil proceedings.

- g. **Criminal complaint:** If the Consumer'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.

65. The table below summarizes 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>	<p>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 option from a store, etc.) without informing Alza (e.g., without canceling the order or providing a timely statement of withdrawal or extending the pickup deadline in the case of Alza Box, etc.).</p> <p>In such cases, Alza will warn the Consumer after the third unpaid/uncollected order.</p>	<p>After the first three occasions, a warning will be issued, followed by temporary suspension of the account</p>
<b>Damaged products regular return</b>	<p>Damaged products regular return, and in this context, the entire unfounded claim for the purchase price (regular is at least three times damaged product returned within one year)</p>	<p>Account suspension Temporary</p>
<b>Abusive mass cancellation/orders not payment/non-acceptance</b>	<p>Regular / mass extent cancellation suspension private use purp ose obviously exceeding order quantity (assumed resale purp ose quantity quantity). This includes the and confirmed orders ex payment and/or non-acceptance regular / mass in terms of quantity. Regular withdrawal / non-payment / non-acceptance at least two occasions in the case of mass scale. Mass means that it is</p>	<p>Account suspension Temporary</p>

	reasonably likely that the Consumer the order is real, for for with the intention of purchasing	
	gave , and the order exceeds the reasonable quantity for private use for a given product, product category.	
<b>Regular circumvention of the terms and conditions of use of discount coupons</b>	Regular requests for compensation is clearly unjustified, unfounded complaints (Alza will begin to warn the Consumer after three clearly unfounded and rejected compensation claims).  Multiple registrations in order to obtain eligibility for a discount (Alza begins to warn the Consumer after two registrations/discount types).	The first three times are warnings, followed by temporary suspension of the 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 unfounded Submission of complaints</b>	The consumer makes an unreasonable number of complaints that are clearly unfounded or of identical content, but nevertheless continues to make regular purchases from the online store (40% of orders 40% of orders within one year)	Warning, followed by temporary suspension of account
<b>Providing false information</b>	Registration on behalf of another person, providing false information during registration or ordering	Account suspension Temporary
<b>Malicious, false evaluation</b>	obviously false, defamatory, Opinions offensive mass writing	Content deletion and account suspension

<b>Alza intentional conduct aimed at causing damage</b>	Threats, obvious negative campaign	Widespread, unfounded	Legal proceedings initiation to enforce	proceed to claim
<b>Technical abuse</b>	Bot data mining	,	IP address blocking and criminal charges	
<b>Credit card fraud</b>	<b>true</b>	It can reasonably be assumed that the	Account deletion and criminal complaint	
	A consumer makes or attempts to make an unauthorized purchase in the Web Store using another person's bank card			

66. Alza shall document the reasons for and circumstances of the measures taken in all cases when applying sanctions. At the Consumer's request, Alza Customer Service will provide this information in writing, together with the reasons, to the Consumer. If the Consumer objects to the application of the Sanction or Alza's justification, they may do so in accordance with the rules set out in Chapter XV. Complaint Handling.

## VI. Pre-order

67. Pre-order means that the Consumer can submit a request to Alza to purchase a given product or service even before the product/service is actually in stock or has been put on the market. Alza will later purchase the pre-ordered product and sell it to the Consumer who placed the pre-order. This allows the Consumer to "reserve" the product so that Alza can deliver it as soon as possible when it becomes available.
68. 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 Consumer 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 Consumer 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 Consumer;
  - b. **if the final price is higher:** Alza will inform the Consumer of this by email as soon as the pre-ordered product is in stock, and the Consumer will either cancel the purchase or, if they still wish to purchase the pre-ordered product, they will be required to pay the difference to Alza prior to Alza's fulfillment.
69. When placing a pre-order, the Consumer has the option of choosing cash on **delivery**, in which case the Consumer is not required to pay the purchase price of the product in advance as a deposit.
70. Placing a pre-order and its processing and confirmation by Alza does not create a contract between the Consumer 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 Consumer requests fulfillment of the pre-order under the final purchase price and delivery terms.
71. The Consumer may withdraw from the pre-order at any time without giving a reason, in which case Alza will refund the Consumer the full amount paid in advance.
72. The Consumer acknowledges that Alza is entitled to change the delivery date of pre-ordered products, of which it shall inform the Consumer in a reasonable time.
73. If the circumstances relating to the pre-ordered product change significantly compared to the time of the pre-order and Alza can no longer be expected to fulfill the pre-order, Alza is entitled to unilaterally withdraw from the pre-order, refund all costs paid by the Consumer, and notify the Consumer thereof.
74. The Consumer 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 the pre-orders were received.

## VII. Price display

75. 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 display is subject to the provisions of VII.2. Incorrect price display). For informational purposes, Alza also displays the (net) price of the products, excluding VAT, in smaller font on the product data sheet. Recommended prices are not listed in the Alza Web Store.
76. The Consumer acknowledges that, based on legal obligations (see Act III of 2008 on the rules of rounding required due to 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 0-5-10). As a result of such rounding, there may be a negligible (maximum 4 forint) difference in the final price of the product.
77. 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.
78. 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.
79. Alza does not take into account the following when calculating the original price:
- discounts offered through unique promotional codes and coupons that are not automatically available to all Consumers,
  - individual discounts or any price advantages that Alza provides to individual Consumers in view of any individual circumstances (e.g. as compensation),
  - price advantages provided to Consumers during promotions involving quantity discounts or promotions subject to other conditions (e.g., minimum purchase amount).
80. **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).
81. As a general rule, Alza does not enter into continuous performance contracts. If Alza enters into a contract for continuous performance, the Consumer will receive appropriate information about the minimum duration of the contract and the price to be charged in the given billing period (which is always one month 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 available to our Consumers at <https://www.alza.hu/alzaplus>.

### VII.1. Individual price quote

82. Consumers have the option of requesting 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 net (excluding VAT). 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.2. Incorrect price display on**

83. If the price(s) of the product(s) or service(s) ordered by the Consumer 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 Consumer's offer in the event of an incorrect price display. In other cases, Alza shall immediately inform the Consumer of the incorrect price display upon detection, and the Consumer may, at their discretion, either cancel the purchase (and Alza shall refund the amount already paid), or – in accordance with the Consumer's obligation of good faith and cooperation under Act V of 2013 on the Civil Code (hereinafter: "**Ptk.**") – the Consumer shall be obliged to purchase the product/service at the full purchase price (if the Consumer has already paid the incorrect price, they shall only be obliged to pay Alza the difference between the incorrect price and the correct price).
84. Cases of incorrect price display may include, among others:
- 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 consumer;
  - b. the price of the product or service has one or more digits more or less than it should;
  - 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.
85. 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.

## **VIII. Performance of the contract**

86. Based on the sales contract concluded between the Parties, Alza is obliged to transfer the ownership of the purchased product with the appropriate documentation and to make the digital content or license available electronically, to which the Consumer acquires the right of use, and the Consumer is obliged to pay the purchase price and to receive and download the product digital content or license.
87. The date of performance is the date on which the Consumer takes delivery of the product or service (i.e., takes possession of it) or the digital content becomes available to them (e.g., they receive the code required for download) from Alza or its contracted partner (e.g., postal service/courier company / parcel machine / external service provider, etc.).
88. Alza retains ownership of the products until the full purchase price has been paid; the Consumer only acquires ownership of the product after paying the full purchase price. In the case of digital content, Alza will only make the digital content available to the Consumer after the full purchase price has been paid.
89. The risk of damage is transferred to the Consumer upon delivery of the product to the Consumer (or to another person with the Consumer's permission) (by Alza or its shipping partner). With the transfer of the risk of damage, the owner of the product (the Consumer) bears any damage that cannot be transferred to another party. This means that after delivery, Alza is no longer liable for damage to or loss of the purchased product (except in cases of defective performance).
90. Alza issues a receipt (invoice) in accordance with accounting rules, which is provided to the Consumer electronically when purchasing from the Web Store, and on paper when purchasing from the showroom (physical store). The invoice also includes the warranty card (if the product is covered by a warranty) and, in the case of purchases of durable data storage products, the data deletion code (in accordance with Section 8(1) of Government Decree 726/2020. (XII.) on the rules of procedure for providing an application that makes data permanently inaccessible).

### VIII.1. Delivery

91. Alza shall notify the Consumer of the delivery date within a reasonable time via its own system or through its logistics partners, depending on the delivery method chosen. The Consumer acknowledges that delivery may be limited on public holidays in Hungary and the Czech Republic. The Consumer also acknowledges that in individual/special cases (e.g., force majeure, extreme weather, extreme traffic conditions, etc.), the delivery date predicted by Alza may change and therefore Alza shall not be liable if it has notified the Consumer of the expected delay in a timely manner.
92. Unless otherwise agreed between Alza and the Consumer, 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 is adequately protected during transport.
93. If the Consumer is late in accepting the product and does not accept it by the specified deadline, Alza will notify the Consumer and set a one-time grace period for acceptance. If the Consumer fails to take delivery of the product within the additional deadline, Alza shall be entitled to withdraw from the contract (Alza shall be entitled to cancel the order) and sell the product/service to another customer. These provisions shall also apply in the event of late payment, if the product has not yet been collected and paid for. The Consumer also acknowledges that if they fail to take delivery of the product within the additional deadline, Alza is also entitled to claim compensation from the Consumer for any unreasonable delivery costs incurred (e.g., it may be included in the amount to be refunded upon withdrawal).
94. In the case of Alza Box delivery, the Consumer has the option of requesting an extension of the acceptance deadline (by 24 hours) from Customer Service or on the Alza Account interface (under the "Extend order acceptance" menu item). If the Consumer does not collect the order even after the extended deadline, or does not request an extension, Alza will proceed in accordance with the provisions of Section 93.
95. In the case of personal collection at the store (showroom), the Consumer must present the PIN code, which Alza will send to the phone number provided by the Consumer. The Consumer is obliged to ensure that the PIN code is not accessible to third parties and cannot be used by third parties.
96. Depending on the delivery method chosen by the Consumer, products are delivered by Alza or its contracted partners. Upon receipt of the delivered product, the Consumer is obliged to verify, in the presence of the delivery partner, that all products have been delivered in full and are undamaged. The Consumer may refuse to accept a damaged or incomplete package. If the Consumer accepts a damaged or incomplete package, the Consumer is required to draw up a report with the delivery partner at the time of acceptance. Alza draws the attention of Consumers 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 any missing items/damage to the delivery partner upon receipt, have it recorded in a report, and then inform Alza's customer service.
97. If the delivery partner is not present at the time of receipt (e.g., pickup from a parcel machine), the Consumer is obliged to immediately check that all ordered products have been delivered complete and undamaged. If the Consumer notices any signs of damage to the packaging or the product, or that the package is incomplete, they must report this to the delivery partner and Alza customer service without delay and provide proof (e.g., a photo).
98. The Consumer is obliged to submit any complaints regarding incomplete or damaged products immediately after receipt. Alza cannot accept complaints regarding incomplete or damaged products more than two months after receipt of the product (this applies to all delivery methods, including personal collection). Therefore, please check immediately after receipt of the product that it 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 the event of damage, please notify Alza immediately.** If it is obvious that the damage occurred after receipt, Alza may reject the complaint. The Consumer may also initiate this complaint at an Alza store 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.

99. Complaints regarding incomplete delivery or external damage do not limit the Consumer's rights in relation to defective performance, but we would like to draw Consumers' attention to the fact that rights in relation to defective performance primarily cover hidden defects that were not known at the time of receipt (for more details, see the rules in Chapter IX. Defective performance, with particular regard to point 172).

### VIII.2. Incorrect quantity delivery

100. If more items have been delivered to the Consumer than specified in the email confirming the conclusion of the contract, the Consumer shall not be entitled to claim the excess products delivered. In such cases, Alza shall set a deadline and request the Consumer 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, on the basis of the provisions of the Civil Code on unjust enrichment, Alza shall be entitled to issue an invoice to the Consumer for the value of the surplus products, and in the event of non-payment or failure to return the surplus products, Alza shall be entitled to transfer the claim to an enforcement agent.

## IX. Defective performance

101. 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 Consumer 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 Entrepreneurial GTC, as set out in Section 98 of these GTC and Chapter IX. Defective performance, shall apply, with the exception of the provisions of Section IX.2.1. Legal warranty provisions. In order to qualify as an SME, or to prove that the purchase was made outside the scope of their profession, independent occupation or business activity, SMEs must refer to this during the complaint process.
102. In the event of defective performance, the Consumer
- a. may enforce **a warranty claim** against Alza as the seller;
  - b. if the purchased product is subject to a mandatory statutory warranty (hereinafter: "**mandatory warranty**"), may assert a warranty claim against Alza as the party obliged to provide the warranty;
  - c. if the purchased product is covered by a manufacturer's warranty (hereinafter: "**voluntary warranty**"), may assert a warranty claim against the party liable for the warranty as specified in the warranty statement,
  - d. you may enforce **a product warranty claim**.
103. In the event of defective performance, the Consumer's strongest right is the mandatory warranty based on the law, which is provided by law in [Decree 10/2024. \(VI. 28.\) IM](#) for durable consumer goods with a sales price of more than HUF 10,000 for two or three years. In the event of a defect in durable consumer goods covered by the mandatory warranty, the Consumer only needs to prove that they purchased the product from Alza, in addition to reporting the defect. However, Alza may prove that there was no defective performance, as the defect arose after performance (e.g., after Alza delivered the purchased product to the Consumer).
104. In the event of a defect in any new product purchased from Alza, the Consumer may enforce their warranty rights against Alza as the seller for two years from the date of receipt of the product. If the Consumer asserts a warranty claim for a product that qualifies as movable property (i.e., not a service or digital content) within one year of receiving the product, Alza must prove that the defect arose after performance (i.e., after Alza delivered the product to the Consumer). In the second year, however, the Consumer must prove that the product was already defective at the time of performance, i.e., at the time of delivery.

105. The word "warranty" as used in everyday language does not refer to a legal category, but is the everyday name for the warranty claim defined in points 102. b. and c. above, therefore these General Terms and Conditions for Consumers use the term "warranty" in accordance with the legal terminology.
106. As a mandatory warranty, Alza is obliged to provide a warranty for certain durable consumer goods in accordance with [Government Decree 151/2003. \(IX. 22.\)](#) and the conditions specified therein. This means that during the mandatory warranty period, in the case of consumer goods covered by the warranty, the Consumer only needs to prove that they 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 handed over the product to the Consumer.
107. In the case of a voluntary warranty, the warranty conditions are determined by the warranty provider (usually the product manufacturer) and are generally included in the warranty statement attached to the product or available digitally, or may be included in the information or advertising on the packaging. The range of products covered by voluntary warranty may be broader than the range of products covered by mandatory warranty.
108. Product liability is the direct responsibility of the manufacturer or distributor, i.e. Alza, towards the consumer for any defects in the product.
109. 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**

110. The warranty of quality means that the seller is liable to the buyer for defective performance. In the event of defective performance by Alza, the Consumer who purchased the product from Alza may enforce a warranty claim for defects that already existed at the time of performance/delivery of the product.
111. The warranty claim expires two years after the purchase (receipt) of the product in the case of new products, and within one year of the purchase (receipt) of the product in the case of used products. Within these time limits, in the first year, the Consumer must prove that they purchased the product from Alza and must notify Alza of the defect in the product in order to successfully assert their claim. In order to be exempt from fulfilling the warranty claim, Alza must prove that the defect in the product arose after the product was handed over/delivered to the Consumer.
112. The Consumer may enforce four types of warranty rights in two stages due to defective performance:
1. Step 1: The Consumer
    - a. repair or replacement of the product
    - b. replacement, from which you can choose, as a general rule. Alza strives to complete the repair or replacement within a maximum of 15 days.
  2. Step 3: Delivery of the product to the Consumer
    - a. price reduction or
    - b. right of withdrawal. The Consumer may exercise these rights (from which the Consumer may also choose) if Alza has not undertaken to repair or replace the product, or has not carried out the repair or replacement within a reasonable time without causing significant inconvenience to the Consumer, or the Consumer's interest in repair or replacement has ceased to exist. Withdrawal is not possible in the case of minor defects.
113. Alza may refuse to repair or replace the product if this 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 Consumer acknowledges that Alza is not obliged to replace the product with a new product 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.

would entail disproportionate additional costs for Alza. As a warranty claim, the Consumer may therefore request repair or exercise their right of withdrawal. The same rules apply to warranty claims (see point 133).

114. In the event of withdrawal, the Consumer may also withdraw from any other products purchased together with the defective product (such as parts and accessories) if the Consumer cannot reasonably be expected to keep them (i.e., the other products that are not defective).
115. The limitation period (two years) for warranty claims shall recommence for the part of the item affected by the replacement or repair.
116. The Consumer is obliged to report the defect to Alza immediately after its discovery, but no later than within 2 months of the discovery of the defect. The Consumer is liable for any damage resulting from a delay in reporting the defect beyond the two-month deadline.
117. If, at the time of purchase of goods containing digital elements, the contract includes the continuous provision of digital content/services for a specified period of time, Alza shall be liable for defects in the goods related to the digital content/services if the defect occurs or becomes apparent within the following periods:
- a. in the case of continuous service lasting up to two years: within two years of performance ; or
  - b. in the case of continuous service lasting more than two years: throughout the entire duration of the service.

In the event of a defect identified during the above period, Alza must prove that the performance was in accordance with the contract.

## **IX.2. Warranty**

118. 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 supplier's own undertaking (so-called voluntary warranty) under certain conditions. Throughout the entire duration of the warranty, Alza must refute any claim that defective performance has occurred.

### **IX.2.1 Statutory, mandatory warranty**

119. Alza is obliged to provide a warranty for certain new durable consumer goods in accordance with [Government Decree 151/2003. \(IX. 22.\)](#) and the conditions specified therein. This means that during the warranty period, in the case of consumer goods covered by the warranty, the Consumer only needs to prove that they 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 handed over the product to the Consumer.
120. **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.
121. **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):
- a. two years (24 months) for a sales price of HUF 10,000 or more but not exceeding HUF 250,000,
  - b. three years (36 months) for a sales price above 250,000 forints.
122. Products with a sales price below HUF 10,000 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 Web Store and on the invoice.
123. Alza would like to point out that the mandatory warranty only applies to products sold by Alza to the Consumer with a purchase price exceeding HUF 10,000, therefore the mandatory warranty does not apply to products given by Alza free of charge, as gifts or as promotional accessories.

124. **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 will provide the warranty card to the Consumer 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 Consumer to provide the order identification number.
125. **Start of warranty period:** The warranty period begins on the date of delivery of the consumer product to the Consumer or, if the installation is carried out 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 a separate 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 at: <https://www.alza.hu/first-start-szolgalatas-es-a-szamitogep-beallitasa>. If the Consumer puts the consumer goods into operation more than 6 months after delivery, the warranty period shall commence on the date of delivery of the consumer goods.
126. **End of warranty period:** The two- or three-year warranty period resulting from the mandatory warranty is subject to forfeiture. 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 Consumer was unable to use the consumer item 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.
127. **Warranty provider:** The warranty provider is Alza. We ask the Consumer to report their repair or replacement request to Alza when making 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 received to its partners (repair services and specialist service centers). The Consumer may also report their 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 Consumer.
128. **Warranty beneficiary:** The warranty can be enforced by the owner of the product (who is considered a consumer) with a warranty card, meaning that the warranty entitlement is transferable with the product.
129. **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 the repair 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.
130. **Deadline for reporting defects under warranty:** The Consumer is obliged to report the defect to Alza 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 will result in the loss of rights. The Consumer shall be liable for any damage resulting from a delay in reporting the defect beyond the 2-month deadline.
131. **Enforcement of warranty claims. Based on the mandatory warranty**
- a. , the Consumer may, at their discretion, request repair or replacement. There are two exceptions to this: firstly, if the repair or replacement requested by the consumer is impossible, and secondly, if one of the requests chosen by the consumer (e.g., repair or replacement) would result in disproportionate additional costs for Alza compared to fulfilling the other request. If only a part of the product is defective, the Consumer may only request the replacement of the defective part; if this is not possible, the Consumer may enforce the claims specified in point b).
  - b. Secondly, the Consumer may request a proportional reduction in the consideration (i.e. the purchase price) or, as a last resort, withdraw from the contract. The Consumer may choose the claims described in point b) if Alza does not repair or replace the product.

has undertaken to do so but is unable to do so within a reasonable time, or if the Consumer's interest in repair or replacement has ceased to exist. Withdrawal is not possible in the case of minor defects.

132. The Consumer 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; in this case, the Consumer is entitled to have the defect repaired free of charge.
133. The Consumer 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, 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 Consumer may therefore request repair or exercise their right of withdrawal.
134. The Consumer may switch from the right chosen in point 131 above to another right. However, the Consumer shall be obliged to pay Alza the costs incurred by the switch, unless Alza gave cause for the switch or the switch was otherwise justified. This rule also applies to the enforcement of warranty rights.
135. Special deadlines for handling warranty claims: If the Consumer asserts a claim for replacement 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.
136. In the event of warranty claims, Alza will first attempt to repair the product, unless otherwise specified by the Consumer. 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 consumer in accordance with the detailed rules below.
137. Only new parts may be installed in the consumer product during repair.
138. Unless otherwise specified by the consumer, Alza must replace the consumer product within 8 days of the occurrence of the following events:
  - a. during the first repair of the consumer product, Alza determines, based on the expert opinion of the repair service (specialized service or brand service), that the consumer product cannot be repaired,
  - b. the consumer item fails again after three repairs,
  - c. the consumer item is not repaired within 30 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.
139. If replacement is not possible in the cases specified in point 138 above, Alza will refund the purchase price of the consumer product indicated on the invoice to the Consumer within 8 days.
140. The rules set out in points 138-139 do not apply to electric bicycles, electric scooters, quads, motorcycles, mopeds, passenger cars, motor homes, caravans, trailer caravans, trailers, or motorized watercraft.

## **IX.2.2 Voluntary ("manufacturer's") warranty**

141. Alza and certain manufacturers may voluntarily provide a warranty for products sold by Alza for a longer period or under extended conditions, either in lieu of or in addition to the mandatory warranty. The party responsible for the voluntary warranty is the party that undertakes to provide it in accordance with the warranty statement, which may be, for example, the manufacturer of the product. Alza passes on the manufacturers' warranties to the Consumer at the time of sale, and the warranty is thereby transferred to the Consumer. Voluntary manufacturer warranties may also apply to products that are not covered by mandatory warranties. If voluntary warranties also apply to certain products, they do not override the terms and conditions of the mandatory warranty provided for by law and described in the previous section.

142. The Consumer can find the terms and conditions of the voluntary warranty (including any additional steps required to validate the warranty, such as the need to register on the manufacturer's website or app, the duration of the voluntary warranty, the contact details of repair services authorized to report and handle warranty claims, and the availability of specialist repair services) on the warranty card issued by the manufacturer on the product packaging or in the product box.
143. Under 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 repair or replacement of the product.
144. If the manufacturer provides a durability warranty for a specific period of time for a specific product, the Consumer may demand directly from the manufacturer, throughout the entire duration of the durability warranty, that the product be repaired or replaced, in accordance with the rules governing the exercise of warranty rights.

### **IX.3. Product warranty**

145. In the event of a defect in a movable item (product), the Consumer may also assert a product warranty claim in accordance with the provisions of these Consumer Terms and Conditions. The Consumer may only assert a product warranty claim against the manufacturer or distributor of the movable item (i.e., Alza). As a product warranty claim, the Consumer 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.
146. The Consumer may enforce their product warranty claim within two years of the product being placed on the market by the manufacturer. After this period, they lose this right.
147. In the event of a product warranty claim, the Consumer 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:
- a. the product was not manufactured or marketed in the course of its business activities, or
  - b. the defect was not recognizable at the time of marketing according to the state of science and technology, or
  - c. the defect in the product arises from the application of legislation or mandatory official regulations.
148. The manufacturer (distributor) need only prove one of the reasons listed in point 147 above in order to be exempt.

### **IX.4. Common rules for handling warranty and guarantee claims**

#### **IX.4.1 Initiating a claim**

149. The Consumer is entitled to assert warranty or product liability claims (hereinafter: "complaint" or "**complaint claim**") in writing (by email or via the Web Store), by telephone or in person at the following contact details:
- a. In the "My Complaints" section of the Consumer'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 page available on the Alza website: <https://www.alza.hu/kontakt>
150. In order to initiate the complaint process, the Consumer must provide Alza with the order ID or, if available, the complaint number to prove that they purchased the product from Alza. In order for the Contractor to qualify as an SME, or if the purchase was made outside the scope of their profession, independent occupation, or business activity, the SME must refer to this during the complaint process, so we ask SMEs to indicate this circumstance in their complaint.
151. Alza also recommends that Consumers attach a copy of the proof of purchase or other documents proving the existence of a warranty or guarantee claim

(e.g., manufacturer's warranty card, statement). The consumer's complaint must include a detailed description of the defect and the consumer's contact information (in particular the return address and telephone number if these 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 the defect.

#### **IX.4.2 Deadlines for validating complaints and reporting defects to**

152. The Consumer is obliged to report the defect and their complaint to Alza immediately after discovering the defect, but at least within 2 months of discovering the defect. The Consumer shall be liable for any damage resulting from a delay in notification beyond the 2-month deadline. The defect and claim must be reported before the expiry of the warranty/guarantee period. Voluntary warranties are subject to the deadlines specified in the warranty statement.

#### **IX.4.3 Returning the product subject to complaint to Alza**

153. In order to process the complaint, the Consumer must return the product to Alza, with Alza bearing the cost of return shipping. The package must contain all parts and accessories of the product, 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 being returned so that it arrives undamaged. More information on this can be found [here](#).
154. The Consumer can 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 showrooms](#);
  - return by post or courier:** if the size of the product allows it (weighing less than 10 kg or transportable by public transport as hand luggage, or not securely packaged), you can also send the product you are returning by post to Alza's customer service address in Budapest (Alza.hu Reklamáció 1134 Budapest, Róbert Károly krt. 54-58.). For further details, click [here](#).
155. Alza can only fulfill repair and replacement requests after the product subject to the complaint has been returned.
156. The reparability of a product submitted to Alza under warranty is determined by the repair service (specialized service or brand service) during the Alza warranty procedure. Similarly, detailed investigation of product defects during the warranty procedure is almost always carried out by a repair service (specialized service or brand service) independent of Alza.
157. **Need to remove passwords and anti-theft protection:** In the case of electronic products, the device cannot be repaired or the defect cannot be determined without full access rights and the removal of anti-theft protection. Therefore, the complaint process cannot begin until the Consumer removes the security and anti-theft settings.
158. If the Consumer makes a complaint and the product being complained about is protected by a traditional or other password or other protection, the Consumer is obliged to disable the protection or provide the password in the description of the fault. 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 Consumer must disable this service before sending the product to Alza for complaint. If the Consumer fails to comply with the provisions of this section despite being requested to do so, the Consumer acknowledges that Alza is not in a position to assess the complaint and is therefore entitled to reject the complaint without further investigation.

. The Consumer also accepts that the complaint can only be processed once the Consumer has fulfilled the above requirements.

159. **Necessity of backup:** When the Consumer makes a complaint regarding a personal computer or other data storage device, it is the Consumer's responsibility to make an appropriate backup in order to prevent misuse or damage to their data. Alza accepts no responsibility for data loss, damage or misuse of data on personal computers or other data storage devices.
160. The Consumer acknowledges that if, as a result of their complaint, the faulty data storage device is replaced, they will not receive the original device back.
161. **Need to restore default settings:** Alza asks the Consumer to restore the product settings to their default settings before making a complaint about the product (e.g., restoring the extended or replaced memory, hard drive and SSD settings in the case of PCs and notebooks).
162. We would like to draw Consumers' attention 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) or withdrawal from the sales contract, all parts must be returned to Alza in full. If the Consumer does not send all parts of the product to validate the complaint, Alza may request them.
163. 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.4.4 The complaint procedure**

164. The investigation of the product subject to complaint shall only cover the defect indicated by the Consumer on the complaint form or in the documentation returned with the product (and may also cover other defects causing the indicated defect). We therefore ask Consumers to submit their complaints in writing and to describe the defect in the product as accurately as possible when initiating the complaint, and to specify the claim they wish to enforce (repair or replacement, price reduction or refund).
165. If additional components have been installed in the product and it is not possible to restore the default settings for any reason, please also specify these components in the description of the complaint (e.g., expanded or replaced memory, hard drive and SSD settings for PCs and notebooks).
166. Upon receipt of the complaint, Alza will immediately create a complaint number ("**RMA** number"). The creation of the RMA number only confirms receipt of the complaint; the complaint will not be assessed at this stage. Alza will then will create a document called a "Complaint Claim Form" about the complaint. This document complies with the protocol specified in Section 4 of Decree 19/2014. (IV. 29.) NGM on the procedural rules for handling warranty and guarantee claims relating to goods sold under a contract between a consumer and a business. This Complaint Form shall contain the Consumer's details, the name of the product that is the subject of the complaint, its purchase price, the date of the invoice issued for the contract concluded between the Parties, the date of notification of the defect, a description of the defect, and the complaint claim that the Consumer wishes to enforce.

#### **IX.4.5 Deadlines for handling complaints**

167. If Alza is unable to comment on the feasibility of the complaint at the time of its notification, it shall notify the Consumer of its position within five working days in a verifiable manner. In this notification, Alza may, if it is unable to fulfill the Consumer's original claim or if the Consumer has not specified such a claim, make a proposal for the resolution of the complaint (in the form of repair, replacement, or refund) or reject the complaint. Alza shall justify its rejection of the complaint.

168. Alza shall endeavor to carry out the repair or replacement within a maximum of fifteen days through its repair service (specialized service or brand service). If the repair or replacement takes longer than fifteen days, Alza will inform the consumer in writing of the expected duration of the repair or replacement.
169. The specific deadlines for handling warranty claims are set out in points 135-140. In the case of complaints relating to warranty claims, Alza will also endeavor to comply with the 30-day deadline applicable to warranties.
170. Alza shall endeavor to carry out repairs and replacements through its repair service (specialized service or brand service) in a manner that protects the interests of the Consumer.
171. However, during the complaint process, the Consumer is also obliged to exercise their rights in good faith and to cooperate with Alza. In this regard, the Consumer is obliged to provide Alza with all information necessary to handle the complaint.

#### **IX.4.6 Limitations of defective performance and complaints (warranty, guarantee)**

172. Defective performance can only be said to exist in the case of hidden defects, therefore warranty and guarantee claims can only be enforced in the case of hidden defects that were not recognizable at the time of purchase. Therefore, warranty and guarantee claims cannot be enforced before performance (e.g., when ordering or receiving the product) due to a defect already known to the Consumer, for example, if Alza has notified the Consumer of the defect or if it is a defect that the Consumer knew or should have known about at the time of purchase (when receiving the product).
173. The Consumer may enforce warranty and guarantee claims for the same defect, as well as product warranty and guarantee claims, simultaneously and in parallel. However, if the Consumer has successfully asserted a claim arising from defective performance due to a given defect (e.g., Alza replaced the product), they may not assert any other claim in respect of the same defect (e.g., they may not claim a refund). Alza provides information on the enforcement of complaints regarding opened, new or used products in Section 113.
174. In summary, Alza informs the Consumer that they cannot assert a complaint (warranty or guarantee) claim:
- a. in the event of a defect resulting from improper use or use contrary to the instructions for use;
  - b. defects resulting from improper storage or handling, depreciation;
  - c. depreciation resulting from normal, regular use; or in the cases detailed in the following point.
175. The Consumer is not 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 will 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 instructions for use (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. malfunctions caused by computer viruses (the product or parts of the product do not function properly);

- g. software malfunction due to illegal license use; or malfunction due to unauthorized use of software and devices;
  - h. improper intervention or parameter adjustment (improper intervention means any intervention by any person other than Alza or an official service center);
  - i. modification by the Consumer (painting, bending, etc.);
  - j. incorrect BIOS or firmware update;
  - k. failure caused by natural disaster or *force majeure*;
  - l. incorrect or faulty software use;
  - m. incorrect or use of original devices different devices, parts, accessories use, installation;
  - n. if the Consumer's digital environment is not compatible with the technical requirements of the digital content or digital service, and Alza has informed the Consumer of this requirement in a clear and comprehensible manner prior to the conclusion of the contract. In case of doubt, the Consumer is obliged to cooperate in order for Alza to verify that the cause of the fault lies with the Consumer's digital environment, otherwise the Consumer shall bear the burden of proving that the performance was faulty;
  - 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 Consumer'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 Consumer in the normal use or handling of the product. If the Consumer experiences the opposite, please contact our Customer Service;
  - p. if the serial number of the product covered by the complaint does not match the serial number on the invoice.
176. 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 the service life may only be submitted if the conditions for asserting a claim have been fully met. If the Consumer 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.
177. **Number of defective pixels on LCD displays:** Due to the nature of the technology used, pixel loss (defects) cannot be prevented on LCD displays. For this reason, the ISO standard (ISO 13406-2) defines four quality categories, specifying the maximum permissible number of defective pixels and area (cluster). 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). Defective cluster:
    - 1. Type 1 defective cluster – more than one Type 1 or Type 2 defective pixel.
    - 2. Type 3 pixel defect – 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	Type 2 Cluster
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.4.7 provisions on the closure of complaint procedures

178. The Consumer can track the progress and current status of their complaint in their Alza account under the "My Complaints" menu item. Once the complaint has been assessed, Alza will inform the Consumer of the outcome by phone, SMS, or email. If the Consumer sent the product subject to the complaint to Alza by courier, Alza will return the product to the Consumer in the same manner after the complaint procedure has been completed, unless the Consumer and Alza's customer service department have agreed on another method of return or product collection.
179. At the end of the complaint procedure, Alza shall inform the Consumer 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).
180. The costs of fulfilling the complaint (warranty, guarantee claim) (e.g., repair, replacement) shall be borne by Alza. Alza shall provide the Consumer with free return shipping for the return of the product.
181. If Alza accepts the Consumer's complaint, the Consumer is entitled to reimbursement of reasonable costs incurred in connection with the complaint, primarily postage costs (e.g., courier service costs). Eligible costs do not include the cost of travel by car in connection with the complaint procedure, the cost of express deliveries, etc. The reimbursement of costs must be submitted without delay, but no later than 5 days after the conclusion of the complaint procedure, on which Alza will decide within 5 days, after which it will take action to reimburse the costs within 15 days. The date of completion of the complaint procedure shall be the date specified in the decision on the admissibility of the complaint.
182. The Consumer is obliged to take delivery of the product immediately after the completion of the complaint procedure, but no later than 30 days after receiving notification thereof. If this deadline passes without result and the Consumer does not collect the product, Alza will charge the Consumer a storage fee of HUF 200/day. If the Consumer does not collect 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 Consumer so requests, Alza shall settle with the Consumer if it has successfully sold the product.
183. In order to avoid any damage or abuse, the Consumer may only take delivery of the product subject to the complaint or initiate the procedure for the refund of the purchase price of the product upon presentation of the Complaint Form and a valid document proving the Consumer's identity (ID card, passport, driver's license). If the Consumer fails to present the above documents, Alza (and Alza's contractual partners) will refuse to release the product or refund the price/purchase price. If a person other than the person entitled to make the complaint wishes to take delivery of the product subject to complaint, the Consumer must provide Alza with the contact details of this person 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.

184. If the complaint is rejected, the provisions set out in Chapter XV. Complaint Handling shall apply (in particular, the options for enforcement by the authorities).

#### **IX.4.8 Repair services not covered by the complaint handling process**

185. If Alza rejects the Consumer's complaint based on the expert opinion of the repair service (specialized service or brand service), and the Consumer still wishes to have the product repaired after being notified by Alza, they may do so for an additional fee. In this case, the Consumer must expressly consent in writing to the repair of the product, and the Consumer shall be obliged to pay the amount determined by the brand service for the repair of the product. Alza shall inform the Consumer in advance of the cost of the repair.

186. The Consumer acknowledges that repairs requested and paid for by them (not related to a complaint) 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 relation to these repair services paid for by the Consumer.

187. Before the repair paid for by the Consumer is carried out, the Consumer will be informed of the cost, scope, and duration of the repair. In this case, Alza will also endeavor to repair the products taken over for repair within 15 days of receipt. Alza will only begin to organize the repair of the product when the Consumer, having all the relevant information about the repair, expressly requests it and signs the repair order form.

### **X. Withdrawal**

188. The Consumer 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 Consumer may purchase a longer withdrawal period from Alza as an additional service, under which they may exercise their right of withdrawal (termination) under the same conditions but for an extended period.

189. Alza applies the rules of the Civil Code and Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between consumers and businesses to the right of withdrawal (termination) regulated in this chapter.

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

190. The start of the withdrawal (termination) period (30 days):

- a. in the case of a sales contract, from the date of receipt of the product or, in the case of the purchase of multiple products or products consisting of multiple parts, if the products or product parts are delivered at different times, from the date of receipt of the last product or product part delivered,
- b. in the case of a contract for continuous performance, from the date of receipt of the first service,
- c. in the case of a contract for the provision of services, from the date of conclusion of the contract.

191. The deadline shall be deemed to have been met if the Consumer sends their statement of withdrawal (termination) within the withdrawal (termination) period.

192. The Consumer is entitled to withdraw from the contract at any time before the above dates, i.e. even between the date of the order and the date of receipt.

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

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

193. The Consumer may exercise the right of withdrawal (termination) by means of an unequivocal statement, which may be made, for example
- a. in person at Alza's physical stores
  - b. by filling out an online form in the Web Store or in the Alza app
  - c. by email ([segito@alza.hu](mailto:segito@alza.hu))
  - d. by post (Alza.hu Reklamáció 1134 Budapest, Róbert Károly krt. 54-58.)
  - e. at Alza Customer Service.
194. To exercise your right of withdrawal (termination), you can use the [Withdrawal/Termination Statement Template](#) or the statement template found in Appendix 2 of 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.
195. Alza will confirm receipt of the withdrawal statement without delay.

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

196. In the event of withdrawal (cancellation), the Consumer 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 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 Consumer sends the goods before the deadline expires. The costs of return and return shipping shall be borne in full by the Consumer, unless Alza has undertaken to bear the costs of return shipping as part of a promotion. If the Consumer 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.
197. The Consumer is obliged to return the products affected by the withdrawal (cancellation) 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.).
198. The Consumer acknowledges that in the event of withdrawal, the contract will be terminated retroactively to the date of conclusion of the contract, therefore a situation must be created as if the Consumer had not ordered the product. In the event of withdrawal, the Consumer is obliged to return all gifts and gift items received in connection with the purchase in full, together with all parts and accessories. Alza will only refund the full purchase price if the Consumer also returns the gift received with the product.

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

199. The Consumer is entitled to try out the product to the extent necessary to determine its nature, characteristics, and functioning. The Consumer is liable for any depreciation resulting from use beyond this extent or from improper use/handling. Alza is entitled to deduct the value of such depreciation from the refundable purchase price. If the Consumer wishes to exercise their 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 them.
200. In the event of withdrawal by the Consumer, Alza shall refund the full amount paid as consideration (e.g., purchase price and shipping fee) within 14 days of becoming aware of the withdrawal, using the same payment method used by the Consumer (another payment method may be used with the Consumer's express consent, but the Consumer shall not be charged any additional fees). The refund shall only be made after the Consumer has returned the product.

returned it to an Alza store, or the Consumer certifies that they have returned the product to Alza.

201. **Cashvoucher** is an alternative payment service (special electronic gift voucher) that Alza may use with the Consumer's consent in the event of the Consumer's withdrawal. The exact terms and conditions of the Cashvoucher service are set out in [the Cashvoucher Rules](#).

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

202. In the case of contracts that do not relate to the purchase of a product but to the use of a service, and where the provision of the service has commenced before the expiry of the withdrawal period with the express, traceable statement of the Consumer, the Consumer shall be entitled to the right of termination instead of withdrawal in accordance with the rules set out in this chapter, provided that the Consumer is obliged to pay the price of the services used up to the date of termination on a pro rata basis. If the service has already been fully performed before the expiry of the termination period, the Consumer 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**

203. In the event of withdrawal (termination) from a contract for the provision of (continuous) digital content or digital services, Alza may prevent the Consumer from continuing to use the digital content or service, in particular by making it inaccessible or by blocking the Consumer's user account. In the event of withdrawal, the Consumer shall refrain from using the digital content or digital service and from making them available to third parties. At the Consumer's request, Alza shall make available to the Consumer all content that the Consumer has provided or created while using the digital content or digital service provided by Alza (the Consumer may retrieve such content within a reasonable time).
204. 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**

205. Withdrawal/termination is not possible in the following cases:
- a. if the service is performed with the Consumer's express consent before the end of the notice period; and the Consumer has acknowledged that they will lose their right of termination after the service has been performed;
  - b. in the case of a product or service whose price is not influenced by the financial market Alza and depends on possible fluctuations during the withdrawal (termination) period;
  - c. if the good is Consumer wishes, needs delivered in a modified/customized form;
  - d. in the case of delivery of perishable consumer goods or consumer goods with a short shelf life;
  - e. for products in sealed packaging that cannot be returned after opening for health or hygiene reasons (hair clippers, hair styling tools, hairbrushes, men's razors, women's razors, epilators, IPL permanent hair removal devices, waxing devices, men's hair removal products, women's hair removal products, electric toothbrushes, toothbrush heads, thermometers, inhalers, etc.);
  - f. The purchase of consumer goods (cosmetics, drugstore items, perfumes, food, etc.) can only be canceled if the product is undamaged, unused, and in its original packaging.
  - g. in the case of products which, by their nature, cannot be separated from other goods after delivery with other goods;

- h. sealed audio recordings / video recordings / PC (computer) programs, software, if the Consumer has unsealed the product;
- i. newspapers, periodicals, and magazines (with the exception of subscription contracts);
- j. services provided by a contractor other than Alza travel or leisure services for a specific date;
- k. delivery of digital content (if the digital content is delivered on a non-physical medium with the Consumer's prior and express consent before the end of the withdrawal period and the Consumer has expressly stated, at the time of giving such consent, that they lose their right of withdrawal and termination upon delivery);
- l. 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;
- m. 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 Consumer 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 45/2014. (II. 26.) on the detailed rules of contracts between consumers and businesses);
- n. 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. s containing digital content and digital elements**

206. For the purposes of this section, "digital content" means digital content that does not include a data carrier or device, and "goods containing digital elements" means products containing digital elements that include a data carrier or device necessary for the performance of the function.
207. Digital content without a device can only be purchased by registering in the Web Store, where the Consumer can access the activation code and the link to download the purchased digital content (e.g., software, digital game, operating system, etc.) in their Alza account. Digital content will only become available to the Consumer after the full purchase price has been paid; cash on delivery is not possible (cash payment is only possible if the Consumer purchases the product in person at an Alza physical store and pays for it at the same time). Alza excludes its liability in the event of a code being sent to an email address provided incorrectly/incorrectly by the Consumer.
208. 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 Consumer (e.g., when they receive the code required for downloading).
209. Alza draws attention to the fact that after performance, the already delivered, downloadable digital content and displayed license codes (in the Library) cannot be deleted later,

and therefore the purchase **cannot be canceled**. The Consumer expressly accepts this by accepting these General Terms and Conditions (see point 205. k) under the subheading "Cancellation" for more details).

210. Consumers can find more information about the process of purchasing electronic software licenses, payment and delivery options [here](#).
211. With regard to the use of digital content purchased from Alza and goods containing digital elements, the Consumer acknowledges that in order to use the digital content, they must accept the manufacturer's/distributor's license terms (end-user license agreement) and are fully responsible (under civil and criminal law) for complying 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 complying with them. Alza sells exclusively to Consumers as end users for personal use, and the Consumer is not entitled to allow third parties to use or resell the product for commercial gain in contravention of the license agreement. The Consumer 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 Consumer is not entitled to copy or otherwise reproduce, extract or modify the purchased digital content in contravention of copyright, other legislation or the terms and conditions of use of the license. Alza draws attention to the fact 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.
212. Alza draws Consumers' attention to the fact that in the case of certain digital content, e.g. software, manufacturers occasionally release updates, which it is in the Consumer's interest and responsibility to download and install regularly. Alza is not responsible for any damage resulting from the Consumer's failure to install manufacturer updates related to the software.
213. The software itself primarily informs the user about updates to digital content sold by Alza, such as software. In this regard, Alza draws Consumers' attention to the fact that installing software updates usually requires an internet connection, enabling automatic updates or manually installing individual updates, or performing other tasks specified in the information provided by the manufacturer with the product. Alza therefore draws Consumers' attention to the fact that in order to keep their software up to date, they should read the information provided by the manufacturer with the product, visit the manufacturer's website, or contact the manufacturer using the contact details provided.
214. The provisions of these Consumer Terms and Conditions also apply to digital content provided by Alza to the Consumer as a gift.

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

215. When purchasing gift cards from third parties, Alza is only a reseller; the service/license that can be claimed on the basis of 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 Consumer must contact the provider.
216. After purchasing the voucher, the Consumer will receive a unique redemption code at the email address provided either in their Alza Account or to Alza when placing the order. The Consumer 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 Consumer.
217. The gift card is considered redeemed when 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.

218. In the event of a complaint regarding a service or product purchased with a gift card, we recommend that the Consumer contact the service provider concerned, who will be able to handle the complaint more quickly and efficiently.

### **XIII. Alza gift voucher**

219. 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, in the absence thereof, for 1 year from the date of purchase. Electronic vouchers can be redeemed within 2 years.
220. Further terms and conditions of use for Alza gift vouchers can be found on the voucher itself, and further information is available at <https://www.alza.hu/ajandekutalvanyok> a <https://www.alza.hu/alza-hu-ajandekutalvanyok#ertek>.

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

221. Consumers can drop off 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).
222. When purchasing new electrical or electronic equipment, Alza will, at the Consumer's request made at the time of ordering, transport the 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.
223. In the event of the removal of waste electrical and electronic equipment as described above, Alza will provide the Consumer with a purchase voucher that can be used to purchase new electrical or electronic equipment from Alza. The value of the purchase voucher is the amount specified in Section 2 of Annex 1 to Government Decree 197/2014. (VIII. 1.). The voucher can be used for any purchase from Alza within 3 months of its issue.

### **XV. Complaint handling**

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

224. The Consumer may submit complaints regarding Alza's activities, services, or products sold, as well as statements regarding legal violations related to Alza's activities, to Alza in writing, verbally, by telephone, or at Alza's business premises. Alza treats these inquiries as complaints. Chapter IX.4 contains the complaint procedure for the administration of warranty and guarantee claims (complaints) by Consumers.
225. Consumers can contact Alza Customer Service at the following contact details:
- a. Customer Service email address: [segito@alza.hu](mailto:segito@alza.hu)
  - b. Customer Service telephone number: +36 1 701 11 11
  - c. 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.)
226. Alza assigns a unique identification number to written and verbal complaints.
227. Verbal complaints, including those made by telephone, are immediately investigated by Alza and remedied as necessary. If the Consumer does not agree with the resolution of the complaint or if it is not possible to resolve it immediately, Alza will prepare a

Complaint Form and will inform the Consumer of its substantive position on the complaint by electronic means.

228. Alza will send a reasoned written response to the Consumer's written complaint within thirty days of receipt and will take the necessary measures based on the complaint.
229. Alza may refrain from investigating complaints that are identical in content to a previous complaint that has already been answered in substance, complaints made by the same Consumer that do not contain new information, and consumer complaints made by unidentifiable persons.
230. Alza treats all requests or questions from Consumers that do not qualify as complaints or claims as inquiries and endeavors to respond to them as quickly as possible.

#### **XV.2. Initiating proceedings with the Consumer Protection Authority**

231. If the Consumer is not satisfied with Alza's response to their complaint or with the way it has been handled, the following options for enforcing their rights and claims are available.
232. Alza draws the Consumer's attention to the fact that, under current consumer protection legislation, the condition for initiating proceedings before the consumer protection authority and the Conciliation Board is that the Consumer must first attempt to resolve the dispute directly with the business concerned. Therefore, Alza asks the Consumer to first contact Alza with their complaint.
233. The Consumer is entitled to lodge a complaint with the consumer protection authority competent for their place of residence. After assessing the complaint, the authority will decide whether to initiate consumer protection proceedings. A list of the competent government offices in the capital and counties, along with their contact details, is available at <https://kormanyhivatalok.hu/>.

#### **XV.3. Initiating conciliation proceedings**

234. Consumer disputes relating to the quality and safety of products or services, the application of product liability rules, and the conclusion and performance of sales or service contracts may be settled out of court. The Consumer may initiate proceedings before the Conciliation Board operated by the county (capital) chambers of commerce and industry competent for their place of residence or stay, or before the Conciliation Board competent for Alza's registered office.
235. Consumers can find the contact details of the regionally organized Conciliation Boards competent for their place of residence or place of stay at the following address: <http://www.bekeltetes.hu/index.php?id=testuletek>
236. The contact details of the Budapest Conciliation Board ("BBT") operated by the Budapest Chamber of Commerce and Industry, which is competent for Alza's registered office, are as follows: registered office: 1016 Budapest, Krisztina krt. 99., postal address: 1253 Budapest, Pf.: 10. Telephone number: +36-1- 488-2131; Fax number: +36-1- 488-2186; E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu), Website: <https://bekeltet.bkik.hu/>, and <https://bekeltet.bkik.hu/urlap/kerelem-online-benyujtasa>
237. Alza has not made a general declaration of submission to conciliation board proceedings, therefore the decisions of conciliation boards in cases exceeding HUF 250,000 are not binding on it, but Alza participates in all conciliation board proceedings and is obliged to cooperate in the course of such proceedings.

#### **XV.4. Initiation of court proceedings**

238. The Consumer is entitled to enforce their claim arising from a consumer dispute before a court in civil proceedings in accordance with the provisions of the Civil Code and Act CXXX of 2016 on Civil Procedure.

## **XVI. Final provisions**

239. Issues not regulated in these Consumer GTC shall be governed by the rules of Hungarian law, in particular the Civil Code, Government Decree 45/2014 (II.26.) Government Decree 373/2021 (VI. 30.) on the detailed rules of contracts between consumers and businesses for the sale of goods and the provision of digital content and digital services, and Government Decree 151/2003. (VI. 30.) on the detailed rules of contracts between consumers and businesses for the sale of goods and the provision of digital content and digital services, Government Decree 151/2003. (IX. 22.) Government Decree on certain issues related to electronic commerce services and information society services, Act CVIII of 2001 on consumer protection, Act CLV of 1997 on consumer protection, Government Decree 197/2014. (VIII. 1.) on waste management activities related to electrical and electronic equipment shall apply.
240. Alza is entitled to unilaterally amend these General Terms and Conditions for Consumers, and the effective date of the valid text is the date indicated on the website. The General Terms and Conditions are valid for an indefinite period. In the event of an amendment to the General Terms and Conditions, orders in progress shall be subject to the provisions of the General Terms and Conditions valid on the date of the order.

**Effective: 2026.05.14.**