

General Terms and Conditions

PVSolarStore Webshop Terms and Conditions

This document is not filed (not accessible afterwards), is concluded in electronic form only, is not a written contract, is written in English, does not refer to a code of conduct. In case of any questions regarding the operation of the webshop, the ordering and delivery process, please contact us at the contact details provided.

These GTC apply to the legal relations on the Service Provider's website <https://pvsolarstore.com/> and its subdomains. These GTC are permanently available on the following website: https://pvsolarstore.com/shop_help.php?tab=terms and can be downloaded and printed at any time from the following link: https://pvsolarstore.com/shop_help.php?tab=terms

1. Service provider details

Name of the service provider:

Solar&Solar Trade and Service Company Limited Liability Company

The location of the service provider (and the place where the complaint is lodged):

1163 Budapest, Veres Péter út 51.

The contact details of the service provider, the e-mail address regularly used to contact the users:

webshop@solarandsolar.hu

Company registration number:

01 09 337415

Tax number:

12538306-2-42

Name of the registering authority:

Court of Justice of the Capital City Court

Phone number:

+36 70 501 6209

Language of the contract:

English

Name, address and e-mail address of the hosting provider:

Unas Online Korlátolt Felelősségű Társaság 9400 Sopron, Kőszegi út 14.

+36 99 200 200

unas@unas.hu

2. Basic provisions

2.1. The issues not regulated in these Rules and the interpretation of these Rules shall be governed by Hungarian law, in particular by Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Elker. tv.). The binding provisions of the relevant legislation shall apply to the parties without any specific

2.2. These Rules shall enter into force on 15 May 2020 and shall remain in force until revoked. The Service Provider shall be entitled to unilaterally amend the Regulations (circumstances giving rise to the amendment: changes in the cost of delivery, changes in legislation, business interests, changes in the company). The Service Provider shall publish the amendments on the website 11 (eleven) days before they enter into force, during which period the User shall be entitled to withdraw from or terminate the By using the website, Users agree that all regulations relating to their use of the website shall automatically apply to them.

2.3. The Service Provider reserves all rights with respect to the website, any part thereof and the content displayed thereon, as well as the distribution of the website. You may not download, electronically store, process or sell the content of the website or any part thereof without the written consent of the Provider.

3. Registration/Purchase

3.1. By purchasing/registering on the website, the User declares that he/she has read and accepted the terms and conditions of these GTC and the Privacy Policy published on the website and consents to the processing of data.

3.2. The User is required to provide his/her real data during the purchase/registration process. In the event of false data or data that can be linked to another person provided during the purchase/registration, the resulting electronic contract shall be null and The Service Provider excludes its liability if the User uses its services in the name of another person, using the data of another person.

3.3. The Service Provider shall not be liable for any delivery delays or other problems or errors caused by incorrect and/or inaccurate data provided by the User.

3.4. The Service Provider shall not be liable for any damages resulting from the User forgetting his password or if it becomes available to unauthorized persons for any reason beyond the control of the Service Provider.

4. Products and services available for purchase

4.1. The products displayed are mainly available online, but in exceptional cases - by special agreement - by email and by post. The prices displayed for the products are in HUF, do not include VAT and delivery charges. No extra packaging costs will be charged.

4.2. In the webshop, the Service Provider shall display the name and description of the product in detail, and shall display a photo of the The images displayed on the product data sheets may differ from the real ones.

4.3. When special offers are introduced, the Service Provider fully informs the Users about the discounts and their exact duration.

4.4. If the Service Provider, despite all due care, displays an incorrect price on the webshop interface, in particular a price of "0" Ft or "1" Ft that is obviously incorrect, e.g. significantly different from the average market price of the product, or due to a system error, the Service Provider is not obliged to sell the product at the incorrect price, but may offer to sell it at the correct price, in the knowledge of which the Customer may withdraw from the purchase. A significant difference is considered to be a difference of at least 50 %, either positive or negative, from the market value of the product or service in question, in accordance with domestic case law. However, we would like to inform consumers that the law does not define the concept of a conspicuous disproportion in value (Civil Code, 6:98).

4.5. In the case of a price error of the magnitude described in clause 4.4, there is a striking discrepancy between the true price of the product and the price indicated, which a Buyer can be expected to notice immediately. Pursuant to Act V of 2013 on the Civil Code (Civil Code), a contract is concluded by the mutual and consensual expression of the will of the parties. If the parties cannot agree on the contractual terms, e. if there is no mutual and unanimous expression of the will of the parties, there is no valid contract, which would give rise to rights and obligations. On this basis, an order confirmed at an incorrect/incorrect price shall be considered as a void contract.

5. How to order

5.1. Only registered users can make purchases.

5.2. The user logs in the webshop after registration.

5.3. The user sets the number of products to be Some products can only be ordered in multiples of the minimum order quantity.

5.4. By clicking on the "ADD TO CART" button, the User adds the selected products to the The User can view the contents of the shopping cart and/or complete the purchase at any time by clicking on the "**CART**" icon.

5.5. If the User wishes to add more products to the shopping cart, he/she selects the "SUBSCRIBE TO SHOPPING" button, which will take him/her back to the main If you do not wish to purchase any further products, you can check and change the number of items you wish to purchase.

Click on the "DELETE" button to delete the product. To finalise your purchase, click on "CONTINUE TO CHECKOUT".

5.6. On the **ACCEPTABILITY** page, the User selects or modifies the billing information and then clicks on the "GO TO Billing Methods" button to proceed.

5.7. On the **DELIVERY** page, the User selects the delivery method:

5.7.1. **Price offer for home delivery by courier** - on request, the Service Provider will prepare a custom The delivery cost will be determined depending on the size and weight of the products ordered, the total value of the order, the place and time of delivery.

5.8. The total amount payable, based on the order summary and confirmation letter, includes all costs and product charges, but **excludes the cost of delivery**. The invoice (and warranty ticket if included) is included in the package. The user is obliged to inspect the parcel before the courier on delivery and, in the event of any damage to the products or packaging, to request a report to be made, and is not obliged to accept the parcel if it is damaged. The Service Provider will not accept any subsequent complaints without a report!

5.9. On the **PAYMENT** page, the User chooses one of the following payment methods:

- **Bank transfer (advance payment)** - The User must transfer the amount of the ordered products to the bank account specified in the confirmation e-mail within 3 days. After the amount has been credited to the Service Provider's bank account, the User is entitled to receive the product(s) in the manner specified by him/her. The bank transfer may be made in euros (EUR).

and then click on the "CONTINUE TO SUMMARY" button to continue.

5.10. Correction of data entry errors: in any case, before completing the order process, the User can go back to the previous phase and correct the data entered.

In detail: during the ordering process, the contents of the shopping cart are constantly visible, and you can make changes at any time by clicking on the "BACK TO CART" button. If the basket does not contain the quantity you wish to order, you can enter the number of items in the data entry field in the quantity column, or the number of items in the quantity column.

You can change it with the "-" or "+" buttons. If the User wishes to delete products in the shopping cart, he/she clicks on the "DELETE" button.

During the ordering process, the User has the possibility to continuously to correct/delete data.

5.11. After entering the data, the User can click on the "**ORDER**" button to send his order, but before that he can check the data once again, or send a comment with his order, or send us an e-mail with any other request related to the order.

5.12. By placing an order, the User acknowledges and accepts these General Terms and Conditions and the obligation to pay for the order.

5.13. User will receive an e-mail confirmation after sending the order. If this confirmation is not received by the User within a reasonable period of time, depending on the nature of the service, but not later than 72 hours after the User's order has been sent, the User shall be released from the obligation to make an offer or contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to the latter. The Service Provider shall not be liable for confirmation if the confirmation is not received in time because the User has entered an incorrect e-mail address during registration or because the storage space of his account is full and he is unable to receive messages.

5.14. The User acknowledges that the confirmation referred to in the previous point is only an automatic confirmation and does not constitute a The contract shall be concluded when the Service Provider notifies the User of the details of the order and its expected fulfilment by e-mail following the automatic confirmation referred to in the previous point.

5.15. If there is an error or omission in the products or prices in the webshop, we reserve the right to correct it. In such a case, we will inform the customer of the new information immediately after the error has been detected or The User may then confirm the order once again or withdraw from the contract.

6. Processing and fulfilling orders

6.1. Orders are processed during opening hours. It is also possible to place an order outside the times indicated as order processing times, if it is placed after the end of working hours, it will be processed the following In all cases, the Service Provider's customer service will confirm electronically when it will be able to process your order.

6.2. The general deadline for delivery of products in stock is 7 working days from the date of the If the product in question is not in stock, the delivery date will be the date stated in the order confirmation email.

6.3. On the basis of the sales contract, the Service Provider is obliged to transfer the ownership of the item, the User is obliged to pay the purchase price and take delivery of the item.

6.4. In the event of delay by the Service Provider, the User is entitled to set a grace If the seller does not perform within the grace period, the buyer has the right to withdraw from the contract.

6.5. The User may withdraw from the contract without notice

- the Service Provider has refused to perform the contract; or
- the contract should have been performed at the time agreed by the parties or at the time when the service was to be provided, and not at any other time, because of its obvious purpose.

6.6. If the Service Provider fails to fulfil its contractual obligation because the product specified in the contract is not available and cannot be provided within the period indicated in the confirmation, it shall immediately inform the User thereof and immediately

refund the amount paid by the User.

7. Right of withdrawal

Given that the Service Provider does not sell products to consumers, it is not possible to exercise the right of withdrawal under Government Decree 45/2014 (II.26.).

8. Warranty, Guarantee

Incorrect performance

8.1. The debtor is in default if the service does not meet the quality requirements laid down in the contract or by law at the time of performance. The obligor is not in defect if the person entitled knew of the defect at the time of the conclusion of the contract or should have known of the defect at the time of the conclusion of the contract.

Accessories warranty

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

8.3. The User may, at his/her option, make the following warranty claims: request repair or replacement, unless the fulfilment of the claim chosen by the User is impossible or would involve disproportionate additional costs for the company compared to the fulfilment of his/her other. If the repair or replacement was not requested or could not be requested, the User may request a proportionate reduction of the price or have the defect repaired or replaced by another party at the expense of the undertaking or, as a last resort, may withdraw from the contract if the debtor has not undertaken to repair or replace the goods, cannot fulfil this obligation within a reasonable period or if the rightful claimant's interest in the repair or replacement has ceased. The User may transfer his right of warranty for accessories to another right, but the cost of such transfer shall be borne by the User, unless it was justified or the undertaking gave a reason for it.

8.4. The User is obliged to report the fault immediately after its discovery. At the same time, please note that you may no longer exercise your rights to claim for damages after the expiry of the one-year limitation period from the date of performance of the contract.

9. Mixed provisions

9.1. The Service Provider may use an intermediary to fulfil its obligations. The Service Provider shall be fully liable for any unlawful conduct of the Service Provider, as if the unlawful conduct had been committed by the Service Provider.

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

9.3. If the Service Provider fails to exercise a right under the Rules, the failure to exercise that right shall not be deemed a waiver of that right. No waiver of any right shall be valid unless expressly stated in writing. The fact that the Service Provider does not strictly adhere to a material term or condition of the Terms and Conditions on one occasion does not imply a waiver of the right to insist on strict adherence to that term or condition in the future.

9.4. The Service Provider and the User shall try to settle their disputes amicably.

9.5. The Parties stipulate that the Service Provider's webshop is located in Hungary and its maintenance is carried out here. As the site can be visited from other countries, the users expressly acknowledge that the governing law in the relationship between the user and the Service Provider is **Hungarian Law**.

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

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

9.8. The service provider complies with REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 December 2018 on combating unjustified territorial restrictions of content and other forms of discrimination based on the nationality, residence or domicile of the customer within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC.

10. Complaints handling policy

10.1. Our store aims to fulfil all orders with the right quality and to the full satisfaction of the If the User has a complaint about the contract or its performance, he/she may communicate it by telephone, e- mail or letter.

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

10.3. The Service will respond to the written complaint in writing within 30 It shall give reasons for its rejection of the complaint. The Service Provider shall keep the minutes of the complaint and a copy of the reply for five years and shall present them to the supervisory authorities upon request.

11. Copyrights

11.1. Since solarandsolar.hu as a website is a copyrighted work, it is prohibited to download (reproduce), retransmit to the public, use in any other way, store electronically, process and sell the content of webshop.solarandsolar.hu or any part thereof without the written consent of the Service Provider.

11.2. Any material may be copied from the webshop.solarandsolar.hu website and its database only with written consent and with reference to the website.

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

11.4. It is prohibited to adapt or decrypt the content of the solarandsolar.hu website or parts thereof; to create user IDs and passwords in an unfair manner; to use any application that allows the webshop.solarandsolar.hu website or any part thereof to be modified or indexed.

11.5. The name webshop.solarandsolar.hu is protected by copyright, and its use, except for the reference, is possible only with the written consent of the Service Provider.

11.6. The User acknowledges that the Service Provider shall be entitled to a penalty in the event of unauthorized use. The amount of the penalty is HUF 60.000 gross per image and HUF 20.000 gross per word. The User acknowledges that this penalty is not excessive and browses the site with this in mind. In the event of copyright infringement, the Service Provider shall apply for a notarial certificate of fact, the amount of which shall also be charged to the infringing User.

12. Data protection

The privacy policy of the website is available on the following page: https://pvsolarstore.com/shop_help.php?tab=terms

Budapest, 2023. 05. 25.