

The copy of this record shall be handed over to the consumer with no delay and in a verifiable way.

The business entity shall retain this document for 3 years from the day of recording.

**RECORD ON CONSUMER CLAIMS (on quality matters)**

on consumers complaint handled as per the Decree No. 19/2014. (IV. 29.) issued by the Ministry of Economy on rules of the contracts entered into by the business entity and the consumer <sup>1</sup>

<b>Name and address of the consumer:</b>
<b>The name of the product, its purchase price, the date of handing over to the consumer (date of purchase):</b>
<b>Date of reporting the defect and description of the default:</b>
<b>Claim to be enforced by the consumer<sup>2</sup>:</b>
<b>Method of complaint settlement (if the method of complaint settlement differs from the consumer's claim, the relevant reasons)<sup>3</sup>:</b>
<b>If the settlement of the complaint (differing from the consumer's claim or is refused), the relevant reasons<sup>4</sup>:</b>
<b>If the product had been taken over by the business entity from the consumer (in order to repair the product or to examine the feasibility of the consumer claim):</b>  Identification data of the consumer product:  Date of receipt of the product by the business entity:  Date when the consumer may receive the product (get it back):
In the case of a consumer dispute, the consumer may apply for a remedy to ordinary courts or to the conciliation board according to its temporary address, place of residence or the seat of the business entity. The address of the latter is as follows: Budapest Conciliation Board, postal address: 1016 Budapest, Krisztina krt.99. Tel: +361-48882131, Fax: +36-1-488-2186, E-mail: <a href="mailto:bekelteto.testulet@bkik.hu">bekelteto.testulet@bkik.hu</a> , contact information can be found on <a href="http://www.bekeltetes.hu">www.bekeltetes.hu</a> . The business entity is subject to and shall cooperate during the alternative dispute resolution procedure before the conciliation board. If the consumer does not agree with the way his/her complain was resolved, he/she may apply to the government office according to his/her residence. The contact information of government offices can be confirmed under the link <a href="http://jarasinfo.gov.hu/">http://jarasinfo.gov.hu/</a> . We take over products for repairing (of to examine the feasibility of the submitted consumer claim) for an acknowledgment of receipt. Personal data is processed in accordance with Regulation No. 2016/679 of the European Parliament and the Council (GDPR) and Act CXII of 2011 on informational self-determination and the freedom of information. The business entity is obliged to produce this record based on Article 4 (1) of NGM Decree no. 19/2014 (IV.29).

By signing the present record, I, as the undersigning consumer, I acknowledge that the business entity processes my personal data provided in this record according to the relevant laws.

Date (of the present record):

**Business entity (business signature)**

**Consumer**

<sup>1</sup> A record shall be produced if, in case of a contract between a consumer (as defined in Act V of 2013 on the Civil Code) and a business entity, due to the defective performance of the product, the consumer submits a claim of warranty or product liability based to the Civil Code. In case of submitting product liability claim based on the Civil Code, the manufacturer of the product shall perform the obligations based on the decree instead of the business entity (however, the distributor is also regarded as manufacturer in this respect).

<sup>2</sup> Based on Articles 6:159 (2) and 6:173 (2) of the Civil Code, on the basis of warranty rights, the consumer shall have the option to choose among the following:

– *firstly*, shall primarily be entitled to choose either repair or replacement, unless this is impossible or it results in disproportionate expenses on the part of the obligor (business entity) as compared to the satisfaction of the alternative warranty claim (not chosen by the consumer), taking into account the value of the provided product in a perfect condition, the weight of the breach of contract, and the inconvenience caused to the consumer by enforcement of the warranty rights; or

– *secondly*, the consumer may request a commensurate reduction in the consideration, repair the defect himself or have it repaired at the obligor's expense, or to withdraw from the contract if the obligor refuses to provide repair or replacement or is unable to fulfill that obligation, or if it is not able to perform the repair or replacement within a reasonable time, or the repair or replacement no longer serves the consumer's interest. The consumer is not entitled to withdraw from the contract if the defect is minor.

According to Article 6:168. § (1) of the Civil Code, as a **product liability claim**, the consumer may claim the manufacturer to have the product repaired or - if repair is not possible within a reasonable period of time and without harming the consumer's interest - to provide a replacement.

<sup>3</sup> If, at the time of the report of the complaint, the business entity is unable to make a statement as to whether the claim put forward by the consumer may be satisfied, it shall be obliged to notify the consumer of its position within – in case of refusal, including its reasons and the possibility of procedure in front of the conciliation board – within no more than 5 working days.