

General Terms and Conditions

BambooSaxes.com

These conditions are governed by the laws of Hungary.

The contract made on the basis of this document will not be recorded (it will not be accessible afterwards). It will be concluded only in electronic form, it is not a written contract, it is written in English and it does not refer to a code of conduct. If you have questions about the operation of the webshop and your order process, please contact us via the contact details provided.

The effect of this General Terms and Conditions (hereinafter GTC) extends to the contractual relationships of the provider's (<https://bamboosaxes.com>) and subdomains.

This „general terms and conditions” is available on the following webpage: <https://bamboosaxes.com/general-terms-and-conditions/> and can be downloaded and printed via the following link: https://bamboosaxes.com/doc/Bamboo_Saxes_General_Terms_and_Conditions.pdf

Data of the Provider

The Bamboo Saxophones webshop is run by Janos Homoki, sole proprietor.

Name of the webshop: Bamboo Saxes

URL of the webshop: www.bamboosaxes.com

Name of the service provider: Janos Homoki, sole proprietor
Headquarter and premise of the service provider (and also the place of complaint handling): Petofi Sandor utca 3. 2/61., 6000 Kecskemet, Hungary
Contact details of the service provider, regularly used e-mail address for contacting customers: bamboosaxes@gmail.com
Tax number: 66552927-1-23 (VAT exempt status)
Registration number: 35918540
Authority registering the service provider as a sole proprietor: Kecskemeti Jarasi Hivatal, Okmanyirodai Osztaly, Hungary
Registration is required but authorisation is not required for musical instrument manufacturing activity in Hungary. Name of the authority registering the activity: Kecskemet Megyei Jogu Varos Polgarmesteri Hivatala Hatosagi Iroda, Hungary
Chamber membership: Bacs-Kiskun Megyei Kereskedelmi es Iparkamara, Hungary

Web Hosting Provider Details

Name: WebHostingPad
Address: 415 West Golf Road, Suite 5, Arlington Heights, IL 60005, USA
URL: www.webhostingpad.com
Email: support@webhostingpad.com
Phone: +1 847 346 1801

Basic Provisions

1. Issues not regulated in the current Articles and the interpretation of these Articles are governed by Hungarian law, with particular

regard to the provisions of Act V of 2013 of the Hungarian Civil Code (“Civil Code”) on certain aspects of electronic commerce services and information society services from the 2001 Act CVIII (E-commerce law) and the detailed regulations on consumer-business contracts of Government Decree 45/2014. (II. 26.). The mandatory provisions of the relevant legislation shall apply to the Parties, without any special clause.

2. These Articles are effective law since 15 January 2021 and remain in force until revocation. The Service Provider has the right to unilaterally amend the Articles (circumstances that may lead to change: change in shipping cost, change in legislation, business interest, changes in company). The modifications need to be issued 11 (eleven) days before the effective date by the Service Provider on their website – during which time the User is entitled to rescind or terminate the contract. By using this website, the User agrees that all regulations governing the use of this website are automatically applicable to them.
3. If the User accesses the webshop website operated by the Service Provider or reads its content in any way – even if he / she is not a registered user of the webshop, he / she acknowledges that the provisions of the Regulations are binding on him / her. If the User does not accept the terms, he is not entitled to view the content of the webshop.
4. The Service Provider reserves all rights in connection with the content and dissemination of the website and webpages. It is absolutely forbidden to download, store (electronically), process, or sell any content published in the website or any aspect of the content without the written consent of the Service Provider.

Available Products and Services

1. Displayed products can only be ordered online. The prices displayed for the products are in Hungarian forints (HUF) on the Hungarian version of the website, in American dollars (USD) on the English version of the website, and include the statutory VAT. However, they do not include home delivery charges. No separate packaging costs will be charged.

2. In the webshop, each listed product is unique and comes with a code. With this code, the User can refer to the given product when purchasing or inquiring about the product.
3. Only one piece available of each product in the webshop.
4. In the webshop, the Service Provider details the product code, the most important dimensions (length of the instrument and the size of the holes), a real photo of the product and a real sound sample of the product. The sound sample contains the sound of the given instrument both with and without echo, so the User always knows exactly what he /she is buying.
5. If there is a product on sale, the Service Provider should inform the User about the sale and its exact duration.
6. If the wrong price is displayed on the website – despite the due diligence of the Service Provider – and the price is obviously incorrect, the Service Provider is not required to confirm the product at the wrong price, especially if there is a significant difference. For example, if the price is set at USD 0 or USD 0.01 because of a system error, then the Service Provider shall not be obliged to deliver the product at the incorrect price, but may offer the delivery at the correct price, in the knowledge of which the Customer may refuse to make the purchase. In accordance with the case law of the Hungarian judiciary, a significant difference is generally considered to be a deviation of at least 50% in a positive or negative direction from the market value of the given product or service. However, consumers are informed that the concept of striking value imbalance (Section 6:98 of the Civil Code) is not precisely defined by law.
7. In the case of a defective price as described in Section 4.4, there will be a noticeable mismatch between the true and the indicated price of the product that the average consumer will immediately notice. Pursuant to Act V of the Civil Code of 2013 (Civil Code), the contract shall be created by the mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms of the contract, i.e. there is no mutually agreed statement on the will of the parties, it is not possible to speak of a valid contract that would give rise to rights and obligations. On this basis, an order that has been

confirmed at the wrong/erroneous price is considered to be null and void.

Purchase

1. User declares by purchasing on this current website that he/she has read and accepted the current Terms and Conditions and published information on data management (Privacy Policy) and given full consent to data management (Privacy Policy).
2. The User is obliged to provide his/her real data at the time of purchase/registration. In the event of false or personally identifiable information provided during purchase/registration, the resulting electronic contract will be considered void. The Service Provider disclaims any liability if the User makes use of its services on behalf of another person with the data of another person.
3. The Service Provider shall not be liable for delivery delays or other problems or errors due to incorrect and/or inaccurate data provided by the User.
4. Purchases are made without registration, by e-mail.
5. The order must include the unique code of the ordered product, delivery and billing information (name, address, and in the case of companies, also the tax number), as well as the chosen payment method. When we confirm the order, we will indicate the estimated delivery time. The delivery time stated in the confirmation is not binding, it is information about the expected time of delivery. No claim can be enforced against the sole proprietor János Homoki in connection with delivery delays.

Process of Ordering

1. The User decides which product (or which products) he / she wants to buy from the available products in the store. When selecting an instrument, it is recommended to consider the dimensions of the instrument (length of instrument and size of holes). You can tell if a product is available from the "For Sale" column. If you see "Buy it now!" instead of "Sold", it is still available for purchase.
2. Then the User clicks on "Buy it Now!", and this will start the installed mailing software. The address of the recipient in the

email will already be filled in with bamboosaxes@gmail.com and the subject of the letter will automatically include the code of the selected instrument. In case of purchasing multiple instruments, the User must add the codes of the other instruments he / she wants to buy to the subject of the e-mail. If the User doesn't have an email client installed, he / she may write a letter to bamboosaxes@gmail.com in any other way, describing the code of the selected instrument .

3. The User then expresses his intention to purchase in the text of the email, describes his delivery and billing details (name, address, and in the case of companies, the tax number is also required), as well as the selected payment method, and then sends the email.
4. After this, the Service Provider will indicate in the reply email (hereinafter: confirmation e-mail) whether the given instrument is still available and will send the payment information, which includes the price of the product and the delivery fee. The User acknowledges that although it is very rare, it can happen that multiple orders are placed for the same instrument at the same time. In this case the Service Provider can only fulfil the first received order and cancel all the other orders. He always informs all the parties concerned about this.
5. Once the Service Provider has received confirmation that the price of the product has been paid, he will send the electronic invoice, which also includes the electronic warranty card, and mail the product.
6. Correction of data input failure: until the payment of the purchase price, the User has the opportunity to change his / her delivery and billing data if he / she has made an error in them. He / she can do this by email, also at bamboosaxes@gmail.com.
7. The contract is concluded with full payment of the purchase price.

Payment Methods

1. Transfer: The User is obliged to transfer the value of the ordered products to the bank account in the confirmation e-mail of the

order within three working days. If the financial settlement does not take place within the given deadline, we will consider it as a withdrawal from the purchase and will cancel your order from our system. After crediting the amount to the service provider's bank account, the User is entitled to receive the product(s) in the manner specified by him.

2. Bank payment: The User is obliged to pay the value of the ordered products to the bank account in the confirmation e-mail of the order within three working days at any branch of Erste Bank Hungary Zrt. If the financial settlement does not take place within the given deadline, we will consider it as a withdrawal from the purchase and will cancel your order from our system. After crediting the amount to the service provider's bank account, the User is entitled to receive the product(s) in the manner specified by him.
3. PayPal: The User is obliged to pay for the ordered products within three days via the PayPal link in the confirmation e-mail of the order. If the financial settlement does not take place within the given deadline, we will consider it as a withdrawal from the purchase and will cancel your order from our system. After crediting the amount to the Service Provider's PayPal account, the User is entitled to receive the product(s) in the manner specified by him.
4. Cash payment: In case of choosing in-person payment, the User pays the purchase price of the product in cash at the Service Provider's premises after prior appointment. Cash payment can only be made in Hungarian forints. After payment, the User can pick up the product in person.

Shipping Information

1. It is possible to pick up in person at the Service Provider's premises at a pre-agreed time.
2. If the User does not pick up the product in person, the Service Provider will send the package to the address provided when ordering using the services of Magyar Posta Zrt.:

- Hungary: Domestic parcel, below 500 g, delivery to the door, more business days, the fee is 6 USD. The average delivery time is 3 – 4 working days.
 - Europe: International priority, registered mail, below 500 g, the fee is 11 USD. The average delivery time is 4 – 6 working days.
 - Worldwide: International priority, registered mail, below 500 g, the fee is 12 USD. The delivery time is 10 – 20 working days on average.
3. If there is an issue or defect regarding the products or prices in the webshop, we reserve the rights to make a correction. In such cases, the User shall be notified the new information as soon as we become aware of the issue. Afterwards, the User can confirm the order again, or either party has a chance to rescind the agreement.
 4. The total amount payable includes all costs based on the order summary and the confirmation email. The User is obliged to inspect the package upon delivery by the courier, and in the event of any damage to the products or the packaging, the User shall request the issue to be recorded, and in the event of damage the User is not obliged to accept the package. The Service Provider will not accept subsequent complaints without a proper report.

Binding of Offers

1. It is also possible to try the product in person at the Service Provider's premises at a pre-agreed time, in which case the contract is concluded orally by mutual agreement after the payment of the purchase price.
2. In the case of an online order, the contract is concluded only by electronic mail (e-mail).
3. It is possible to inquire about the products by email before purchasing, in which case the User has no obligation to make an offer until they have agreed with the Service Provider on the purchase of the product and the User has expressed his intention to purchase.
4. The User will receive an email confirmation after sending the order. If this confirmation is not received by the User within a

reasonable time, depending on the nature of the service, but not later than 48 hours after the User's order has been sent, the User will not be bound by the offer or contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider and the User when it becomes available to them. The Service Provider disclaims liability for confirmation if the confirmation is not received on time due to insufficient storage space in the User's email account account.

Payment Obligation

By making the order, the User acknowledges that – in case of confirmation by the Service Provider in accordance with this GTC – he / she is obliged to complete the payment.

Possible Languages and Currencies

1. The possible languages of the contract are Hungarian and English.
2. This version of the General Terms and Conditions is written in English. The Hungarian version of the document is available [here](#).
3. The webshop (website) is available in English and Hungarian language.
4. Prices on the English website are displayed in US dollars (USD) and on the Hungarian website in Hungarian forints (HUF).
5. The User can pay also in US dollars (USD) and Hungarian forints (HUF).
6. When processing orders, if the email sent by the User expressing the intention to purchase is in English, the Service Provider will by default take into account the prices of the English language page, prepare the confirmation email and invoice in English and use US dollars as currency, unless the user requests these otherwise when placing the order. Similarly, if the email sent by the User expressing the intention to purchase is in Hungarian, the Service Provider will by default take into account the prices of the Hungarian language page, prepare the confirmation email and invoice in Hungarian

and use Hungarian forints as currency, unless the user requests these otherwise when placing the order.

7. User is free to pay in both currencies of his / her choice and there is no access restriction, different conditions or discrimination based on the user's nationality, place of residence or place of establishment.

Order Processing and Fulfilment

1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order after the end of the working day and it will then be processed the next day. The Service Provider will always confirm by electronic means when the order can be fulfilled.
2. The processing time is between 1-3 working days from the confirmation. We will not be liable for any change or delay for reasons beyond our control.
3. According to the contract of sale, the Service Provider shall transfer the ownership of the product and the User shall pay the purchase price and receive the product.
4. If the seller is an enterprise and the buyer is a consumer and the seller undertakes to deliver the item to the buyer, the risk of damage passes to the buyer when the buyer or designated third party takes possession of it. The risk of loss shall pass to the buyer upon purchase if the courier has been instructed by the buyer, unless the courier is recommended by the seller.
5. If the seller is an enterprise, and the buyer is a consumer, for lack of a distinct agreement of the signatories, the seller (based on this GTC: Service Provider) is obligated to make available the product for the buyer (User), after the conclusion of the contract, but in no more than 30 days.
6. If the product is not provided in time by the Service Provider, the User has the right to set a deadline for a replacement. If the seller fails to perform within the grace period, the buyer is entitled to cancel the contract.
7. The User is entitled to withdraw from the contract without specifying an additional term, if
 - the Service Provider has refused to perform the contract;
 - or

- the contract should have been performed in accordance with the agreement of the parties or due to the recognizable purpose of the service, within a specified period of time and not otherwise.
8. If the Service Provider cannot accomplish the contractual obligation because the product/or any of its components was not available, the Service Provider is obliged to inform the User right away and to refund the sum paid by the User at once, but in no more than 30 days.
 9. The Service Provider shall not be liable for any changes in the technical specifications without prior notice to the Supplier or for reasons beyond its control. Service Provider reserves the right to reject orders that have already been confirmed in part or in full. Partial performance can only take place after consultation with the User!

Billing

1. After the performance, the Service Provider issues an electronic invoice to the User. The invoice is suitable for tax administration identification only in electronic form, as the pdf file contains, in addition to the viewable invoice image, other information that can only be handled electronically (electronic signature, time stamp). The invoice image alone does not qualify as an authentic document!
2. The electronic invoice sent by the Service Provider complies with 270/2020. (VI. 12.) Government Decree regarding the warranty, so the invoice can be accepted as an electronic warranty card. The invoice and thus the electronic warranty card can also be downloaded at the original download address provided in the e-mail the User received at the time of purchase until the end of the warranty period.
3. Acceptance of this GTC constitutes the consent of the electronic invoice recipient. The electronic Invoice issued in this way complies with the provisions of Act CXXVII of 2007 on Value Added Tax, the conditions prescribed in Act No. 23/2014 (VI.30.) NGM and other legislation on electronic invoicing. In the event of a change in the e-mail address provided for invoicing, the User is obliged to notify the Service Provider immediately of any

change in the data. If the User does not comply with this obligation to provide information to the Service Provider, he may not make a legitimate complaint regarding the deadlines arising therefrom.

Waiver Clause

1. According to the directive 2011/83/ EU of the European Parliament and Commission, regarding rules of contracts between customers and enterprises (Gov. Degree 45/2014) (II.26), the Consumer can rescind in 14 days from the date of delivery and return the ordered product(s) with no explanation. In the absence of this information, the Consumer is entitled to exercise their right of withdrawal within one year.
2. The period for exercising the right of withdrawal shall expire 14 days after the date on which the Consumer or a third party other than the courier designated by the Consumer receives the product.
3. The Consumer may exercise the right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.
4. The cost of returning the product must be borne by the Consumer, and the Business has not undertaken to bear this cost.
5. In the event that the right of withdrawal is exercised, the Consumer will not be charged, other than for the cost of returning the product, however, the Service Provider may demand compensation for material damage resulting from improper use.
6. The Consumer shall have no right of withdrawal in the case of a non-prefabricated product which has been manufactured at the Consumer's request or at the express request of the Consumer, or which is clearly personalised for the Consumer.
7. The Consumer may also not exercise their right of withdrawal in respect of a sealed product which cannot be returned after opening after delivery for health or hygiene reasons.
8. The Service Provider shall refund the paid amount, including the shipping fee, to the Consumer immediately upon receipt of the product/or receipt of the notice of cancellation within the

meaning of the above laws, but no later than within 14 days of becoming aware of the cancellation.

9. The refund will be based on the same payment method used in the original transaction, unless the Consumer explicitly consents to another payment method; the Consumer will not be charged any additional costs as a result of the application of this refund method.
10. The Consumer shall return the goods without undue delay, but in any event within 14 days of sending notice of cancellation to the Service Provider or return them to the Service Provider's address.
11. With regards to the Consumer's written cancellation, it is sufficient to send the statement of cancellation within 14 days.
12. The Consumer meets the deadline for returns if the Consumer returns or sends back the products within 14 days. Returns are deemed to have been completed on time if the Consumer has dispatched the product before the time limit expires.
13. The Consumer shall only bear the direct cost of returning the product, unless the Business has undertaken to bear this cost.
14. The Service Provider does not have to repay the extra cost to the Consumer if the Consumer chooses a different delivery method that is not the cheapest delivery method.
15. The Consumer shall only be liable for the depreciation resulting from use beyond the usage required to establish the nature, properties and operation of the product.
16. Refunds may be withheld by the Service Provider until it has received the goods(s) or has not provided the Consumer with proof that they have returned them: the previous date must be taken into account.
17. If the Consumer wishes to withdraw from the contract they shall provide notification by any of the methods given by the Service Provider in writing (using the withdrawal form, which can be downloaded [here](#)) by post or email. For a written communication sent by post, the time of posting, in the case of a written communication sent by email, the time of sending the email is taken into account. In the case of post notice registered postage or package are accepted by the Service Provider. The

Consumer can return the ordered product to the Service Provider either by post or via a courier service.

18. The Consumer must pay special attention to the intended use of the product, as the Consumer is responsible for compensating for damages resulting from improper use! The Service Provider shall refund the paid amount, including the shipping fee, to the bank account number provided by the Consumer immediately upon receipt of the product, but no later than within 14 days.
19. More information about the regulations detailing the contracts between the Consumer and the business in Gov. Degree 45/2014 (II. 26.) can be found [here](#).
20. More information about the 2011/83/EU directive of European Parliament and Commission can be found [here](#).
21. The Consumer can look up the Service Provider with claims using the contacts in this document.
22. The right of cancellation is only entitled to Users classified as consumers by the Civil Code.
23. The right of cancellation does not apply to an enterprise, that is to say, a person engaged in the profession, self-employment or business.
24. The procedure for enforcing the right of cancellation:
 1. If the Consumer wishes to enforce the right of cancellation, then they need to send the declaration about the intention of their cancellation to one of the contact details of the Service Provider.
 2. The Consumer shall exercise their right of cancellation within the time limit if they send the declaration of cancellation within 14 days after receiving the product. In the case of a written cancellation, it is sufficient to send the cancellation statement within 14 days. In case of notification by post, the date of posting, in case of notification by email, the time of sending the email will be taken into account.
 3. In the event of cancellation, the Consumer is obliged to return the ordered product to the address of the Service Provider without delay, but within 14 days from the notification of the statement of cancellation. The deadline

is deemed to be met if the product is sent before the 14-day deadline (meaning it does not have to arrive within 14 days). The Consumer shall bear the costs of returning the goods due to the exercise of the right of cancellation.

4. The Service Provider is not obliged to pay back the additional costs for the Consumer if the Consumer chooses a different transport mode that is not the usual and cheapest mode chosen by the Service Provider. The Consumer can also enforce their right of cancellation between the day of the contract and the day of the receipt of the product.
5. In case of buying multiple products and the delivery of the products is not on the same day or the ordered products are delivered in multiple parts, the right of cancellation can be enforced in 14 days, counted from the last product or part.

Warranties and Liabilities

The User can exercise a liability and warranty claim against the Business, in the event of the improper fulfilment of the contract according to the rules of the Hungarian Civil Code.

Defective Performance

1. The supplier fails to perform properly if the service does not meet the quality requirements set out in the contract or the law at the time of performance. The supplier did not fail to perform the service correctly if the receiver was aware of the error at the time of the conclusion of the contract or should have been aware of the error at the time of the conclusion of the contract.
2. A contract between a Consumer and a Business shall be null and void if it derogates from the provisions of this Article concerning warranty and security to the detriment of the Consumer.

Liability Claim

1. In what kind of situation can the User exercise his/her right for a liability claim?

The User can exercise a liability claim against the Business, in the event of the improper fulfilment of the contract according to the rules of the Hungarian Civil Code.

2. What kind of rights does the User have based on his/her liability claim?

The User may, if he/she so decides, exercise the following liability claims: request repair or replacement, unless the fulfilment of the User's choice would be impossible or disproportionate to the requirements of the Business. If a repair or replacement is not requested or offered, the User may request a pro-rata reduction in relation to the expense of the defect to the User, the defect may be repaired by the User at the expense of the business, or may adjust or else terminate the contract. The User may switch from one selected right of liability to another, however, the cost of the transition will be borne by the User, unless warranted or provided by the Business.

3. What is the deadline for the User to exercise the liability claim?

The User is liable to report the defect immediately after recognition, but within two months of recognition. However, please note that the User will no longer be able to enforce their liability claim beyond the two-year limitation period (one year for businesses).

4. Who can the liability claim be made against?

Users can enforce the liability claim against the Service Provider.

5. What kind of other conditions must be met to enforce the liability claim (if the User is classified as a Customer)?

Within six months from the date of delivery, there is no other condition for enforcing your liability claim if the User proves that the product or service was provided by the company operating the webshop. However, after six months have passed from the date of performance, the User shall be required to prove that the error recognised by the User was present at the time of performance.

Product Guarantee

1. In what kind of situation can the User exercise his/her right for product guarantee?
In the event of a defect in a movable property (product), the User may, at its option, claim a liability or product guarantee claim.
2. What rights does the User have based on his guarantee claim?
The User can request the repair or replacement of the defected product.
3. When is a product considered defective?
A product is defective if it does not meet the quality requirements applicable at the time of placing on the market or if it does not have the characteristics stated in the manufacturer's description.
4. What is the deadline for the User to exercise the product guarantee?
The product guarantee can be enforced by the User within two years from the time of placing on the market. The right to exercise the product guarantee is lost after this deadline.
5. Against whom and under what other conditions can a product guarantee claim be made?
The product guarantee claim can be made against the producer or distributor. The defect of the product shall be proved by the User in case of claiming the product guarantee.
6. In what kind of case is the producer (distributor) not liable for the product guarantee?
The manufacturer (distributor) shall not be liable for a defective product if it can prove that:
 - the product was not manufactured or placed on the market in the course of business, or
 - the defect was not recognisable at the time of placing the product on the market in the light of general scientific and technical knowledge, or
 - the defect in the product is the result of the application of a legal or regulatory requirement.
7. At least one reason must be given for the manufacturer (distributor) for exemption.

8. Please note that it is not possible to enforce a liability claim and product guarantee claim for the same defect simultaneously. However, if the product guarantee claim is effectively enforced, a liability claim for the replaced product or part may also be made against the manufacturer.

Warranty

1. In what cases can the Consumer exercise his/her right for product warranty?
In the event of defective performance, in line with Government Decree 151/2003. (IX. 22.) on the mandatory warranty for certain durable consumer goods (hereinafter: Government Decree), the Service Provider is obliged to provide a warranty for musical instruments above the sale price of HUF 10,000 as durable consumer goods, if the User qualifies as a Consumer.
2. What rights does the Consumer under the warranty and within what period of time?
In the case of new durable consumer goods falling within the scope of the Government Decree, as defined in its annex, the duration of the warranty is set out in Section 2 (1) of the Government Decree:
 - a) one year in the case of a sale price reaching HUF 10,000 but not exceeding HUF 100,000,
 - b) two years in the case of a selling price exceeding HUF 100,000 but not exceeding HUF 250,000,
 - c) over the sale price of HUF 250,000 three years.Failure to meet these deadlines will result in disqualification, with the following exceptions.
3. If the consumer product needs repair, the warranty period will be extended from the date of delivery for repair to the time during which the Consumer was unable to use the consumer product as intended due to the defect.
4. The warranty period begins with the delivery of the consumer product to the Consumer or, if the commissioning is performed by the Service Provider or its agent, begins on the day of commissioning.

5. If the Consumer puts the consumer product into service more than six months after delivery, the starting date of the warranty period is the day of delivery of the consumer product.

Warranty Card

1. The Service Provider is obliged to make the warranty card available to the Consumer together with the consumer goods in a form that ensures the legibility of the content of the warranty card until the end of the warranty period. The warranty card must be worded clearly and unambiguously in Hungarian.
2. The warranty card must state:
 - a) the name and address of the Service Provider,
 - b) the name and type of the consumer article which may be used to identify it and, if available, its serial number,
 - c) the name and address of the manufacturer, if the manufacturer is not the same as the Service Provider,
 - d) the date of concluding the contract and the handing over of the consumer product to the Consumer or, in the case of commissioning by the Service Provider or its collaborator, the commissioning of the consumer product,
 - e) the Consumer's rights arising from the warranty, the term, place and conditions of their enforceability, and
 - f) the information that in case of a consumer dispute the Consumer may also initiate the proceedings of the conciliation body operated by the county (capital) chambers of commerce and industry,
 - g) the stamp imprint of the Service Provider and the signature of the person acting on its behalf while issuing, and in case of handing over an electronic document, the electronic signature.
3. The Service Provider may also hand over the warranty card to the Consumer electronically in accordance with the provisions of the Government Decree. An invoice submitted to the Consumer electronically can be accepted as a warranty card if its content also complies with the provisions of this decree concerning the warranty card. The Service Provider is obliged to hand over the

warranty card electronically at the latest on the day following the handover or commissioning of the product. If the Service Provider does not hand over the warranty card as an electronic document by sending it directly, but makes it available to the Consumer in the form of a download address, the downloadability of the electronic warranty card cannot be eliminated until the end of the warranty period, the download address must be available. The Service Provider is obliged to hand over the warranty card electronically at the latest on the day following the handover or commissioning of the product. In the event of a dispute, the Service Provider is obliged to prove the fulfilment of the previously written obligation.

4. The rights arising from the warranty – with the exception of Section 4 (3) of the Government Decree – can be enforced with the warranty ticket, which cannot be made conditional on the return of the opened packaging of the consumer product by the Consumer. Improper issuance of the warranty card or failure to make the warranty card available to the Consumer does not affect the validity of the warranty.
5. In case of failure to make the warranty card available to the Consumer, the conclusion of the contract shall be considered proven if the Consumer presents the proof of payment (the invoice or receipt issued on the basis of the Value Added Tax Act). In this case, the rights arising from the warranty can be enforced by proof of payment of the consideration.

Warranty Claim

1. The Consumer may, at his / her option, enforce his / her request for repair directly at the Service Provider's registered office, at any of its premises, branches and at the repair service indicated by the company on the warranty card.
2. During the repair, only new parts may be installed in the consumer product.
3. When fulfilling the request for repair, the Service Provider or – in the case of a request for repair validated directly at the repair service – the repair service must indicate on the warranty card or attached to it:
 - a) the date of notification of the request for repair and the date

- of acceptance for repair,
- b) the cause of the error and the method of repair, and
 - c) the date of return of the consumer product to the Consumer.
4. When fulfilling the request for replacement, the Service Provider must indicate the fact and date of replacement on the warranty card.
 5. If the Service Provider finds during the repair of the consumer product for the first three times during the warranty period that the consumer product cannot be repaired, the Service Provider is obliged to replace the consumer product within 8 days, unless otherwise provided by the consumer. If it is not possible to replace the consumer goods, the Service Provider is obliged to refund the purchase price indicated on the document presented by the Consumer certifying the payment of the consumer goods – on the invoice or receipt issued on the basis of the Value Added Tax Act – within eight days.
 6. If, during the warranty period specified in the Government Decree, the consumer product fails again after being repaired three times – unless otherwise provided by the Consumer – and if Act V of 2013 on the Civil Code Section 6: 159 (2) b), the Consumer does not request a proportional delivery of the purchase price, and the Consumer does not wish to repair or have the consumer product repaired at the Service Provider's expense, the Service Provider is obliged to replace the consumer product within eight days. If it is not possible to replace the consumer goods, the Service Provider is obliged to reimburse the purchase price to the Consumer within eight days.
 7. If the consumer product is not repaired by the 30th day from the notification of the repair request to the Service Provider, – unless otherwise provided by the consumer – the Service Provider is obliged to replace the consumer product within 8 days after the unsuccessful thirty-day period. If it is not possible to replace the consumer goods, the Service Provider is obliged to refund the purchase price indicated on the document presented by the Consumer certifying the payment of the consumer goods – on the invoice or receipt issued on the basis of the Value Added Tax Act – within eight days.

8. In the event of a defect in the consumer product within the warranty period, the Consumer is entitled to make a choice based on his warranty claim:

a./ claim a repair or replacement, unless it is impossible to fulfil the chosen warranty or would impose a disproportionate additional cost on the debtor compared to the performance of another warranty, taking into account the value of the service in good condition, the seriousness of the breach and the caused damage to Consumers's interests;

b./ if the obligor has not undertaken the repair or replacement, or within the time limit corresponding to this obligation cannot fulfill it in the interests of the Consumer, or if the Consumer's interest in the repair or replacement has ceased, the Consumer may request an appropriate price reduction or may, at the debtor's expense, repair it or have it repaired by another, or withdraw from the contract.

9. There is no room for withdrawal due to a minor error. The repair or replacement must be carried out within a reasonable time in the interests of the right holder, taking into account the nature of the thing and its intended use expected by the right holder.

10. In what cases is the Service Provider exempt from warranty obligations?

The Service Provider is exempt from the warranty obligations only if it can prove that the fault was caused after the accomplishment of the contract. It is worth noting that liability claims and product warranty claims, and product guarantee claims and product warranty claims cannot be enforced concurrently, but otherwise the Consumer will be entitled to warranty rights regardless of the rights described in the liability claim and product guarantee Articles.

11. The Service Provider has no warranty obligations beyond the warranty period (life expectancy) for damages caused by natural wear and tear.

12. The Service Provider has no guarantee and warranty obligations for damages resulting from improper or negligent

handling, excessive stress, or unintended exposure to the product, or other improper use of the products.

13. If the Consumer claims for a replacement within three working days of purchase (from operation) due to a defect in the product, the Service Provider shall replace the product if the defect prevents its proper use.

Procedure in Case of Guarantee Claim

1. In the contract of the Consumer and the Business, the agreement cannot depart to the disadvantage of the Consumer.
2. It is the duty of the Consumer to prove the conclusion of the contract (by invoice or by receipt).
3. The Service Provider is responsible for costs in connection with the fulfilment of guarantee. (Civil Code Section 6:6166)
4. The Service Provider shall write a record concerning the claim of the guarantee and warranty of the Consumer.
5. The copy of the record should be send immediately and made available to the Consumer in a verifiable manner.
6. If the Service Provider is not able to declare the fulfilment of the Consumer's guarantee or warranty claim upon notification, the Service Provider shall inform the Consumer of its position within five working days in a verifiable manner, including the reason for rejection and the possibility of recourse to the conciliation body.
7. The Service Provider shall keep the report for three years from the date of its recording and present it at the request of the audit authority.
8. The Service Provider shall endeavour to carry out the repair or replacement within a maximum of fifteen days. If the duration of the repair or replacement exceeds 15 days, the Service Provider is obliged to inform the Consumer about the expected duration of the repair or replacement. The information shall be provided with the Consumer's prior consent, by electronic means or by any other means suitable for the Consumer's receipt.

Other Regulations

1. The Service Provider is entitled to use a contributor to fulfil its obligation. It is liable for its unlawful conduct as if it had committed the unlawful conduct itself.
2. The invalidity, illegality or unenforceability of any part of these Articles shall not affect the validity, legality or enforceability of the remainder.
3. Failure by the Service Provider to exercise its right under this Policy shall not constitute a waiver of such right. The waiver of any right is subject to express written notice to that effect. The fact that the Service Provider does not strictly adhere to one of the material terms or conditions of the Code once does not mean that it waives the obligation to adhere to that particular condition or clause in the future.
4. The Service Provider and User should try to resolve the case out of court.
5. The Parties state that the Service Provider's webshop operates in Hungary and maintains it here. Because the site is accessible from other countries, Users expressly acknowledge that the applicable law between the User and the Service Provider is Hungarian law. If the User is a Consumer, Pp. Section 26. (1) the court of the defendant's domicile has exclusive jurisdiction over the Consumer in disputes arising from this contract.
6. The Service Provider does not apply different general access conditions for access to the products in the webshop for reasons related to the nationality, domicile or place of establishment of the User.
7. The Service Provider does not apply different conditions to the payment transaction regarding the accepted payment methods due to the nationality, domicile or place of residence of the User, the account location 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 EU.
8. The Service Provider complies with the requirements of the Internal Market on grounds of unjustified territorial restriction of content and other forms of discrimination based on the nationality, place of residence or place of establishment of the buyer, as well as Regulation (EC) No 2006/2004 and Regulation

(EU) 2017/2394 as well as 2009/22. REGULATION (EC) No 2018/302 OF THE EUROPEAN PARLIAMENT AND COUNCIL.

Complaint Handling Procedures

1. The purpose of our website is to fulfil all orders in good quality and to the customer's full satisfaction. If the User still has any complaints regarding the contract or its performance, he/she may submit his/her complaint at the above e-mail address or at the premises by letter or even in person after prior appointment.
2. The Service Provider shall promptly investigate the oral complaint and remedy it as necessary. If the Consumer disagrees with the handling of the complaint, or it is not possible to immediately investigate the complaint, the Service Provider shall promptly record the complaint and its position regarding the complaint and provide a copy thereof to the Consumer.
3. The Service Provider shall respond in writing within 30 days. It shall state the reasons for its rejection of the complaint. A record of the complaint and a copy of the response shall be retained by the Service Provider for a period of 3 years and shall be provided to the control authorities upon request.
4. You are informed that in the event of your complaint being rejected, you can initiate an official or conciliation body procedure regarding your complaint, at the contact details below.
5. The Service Provider uses the conciliation panel procedure in order to settle the consumer dispute.
6. The Consumer may lodge a complaint with the Hungarian Consumer Protection Authority:
Nemzeti Fogyasztóvédelmi Hatóság
Cím: 1088 Budapest, József krt. 6.
Levelezési cím: 1428 Budapest, PF: 20.
GPS koordináták: X 19,071 Y 47,496
Központi telefonszám: +36 1 459 4800
Faxszám: +36 1 210 4677
E-mail: nfh@nfh.hu
7. Or with its territorial bodies:
Bács-Kiskun Megyei Kormányhivatal

Közlekedési, Műszaki Engedélyezési és Fogyasztóvédelmi
Főosztály, Fogyasztóvédelmi Osztály

Osztályvezető: Récsányi Ilona

Cím: 6000 Kecskemét, Szent István krt. 19/A.

Postacím: 6000 Kecskemét, Szent István krt. 19/A.

Telefonszám: +36 76 795 710, Telefax: +36 76 795 721

E-mail: fogyasztovedelem@bacs.gov.hu

Ügyfélszolgálat (rezsipont):

hétfőtől csütörtökig 8.00 – 12.00 és 12:30 – 15:00

pénteken 8.00 – 12.00

According to the Government Decree 387/2016. (XII. 2.) about designating consumer protection authorities, in administrative regulatory matters the district office or the county office according to the county seat acts in the first instance, in the second instance, the Pest County Government Office acts with national competence. All county offices can be reached at: <http://jarasinfo.gov.hu>

8. In the event of a complaint, the Consumer has the option of contacting a conciliation body which can be found at:

Bács-Kiskun Megyei Békéltető Testület

Címe: 6000 Kecskemét, Árpád krt. 4.

Levelezési címe: 6001 Kecskemét Pf. 228.

Telefonszáma: (76) 501-525; (76) 501-532; (70) 938-4765

Fax száma: (76) 501-538

Név: Dr. Horváth Zsuzsanna

E-mail cím: bekeltetes@bacsbekeltetes.hu;

Baranya Megyei Békéltető Testület

Címe: 7625 Pécs, Majorossy Imre u. 36.

Telefonszáma: (72) 507-154; (20) 283-3422

Fax száma: (72) 507-152

Név: Dr. Bércesi Ferenc

E-mail cím: info@baranyabekeltetes.hu;

kerelem@baranyabekeltetes.hu;

Békés Megyei Békéltető Testület

Címe: 5600 Békéscsaba, Penza ltp. 5.

Telefonszáma: (66) 324-976

Fax száma: (66) 324-976

Név: Dr. Bagdi László

E-mail cím: bekeltetes@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület

Címe: 3525 Miskolc, Szentpáli u. 1.

Telefonszáma: (46) 501-091 (új ügyek); 501-871 (folyamatban lévő ügyek)

Név: Dr. Tulipán Péter

E-mail cím: bekeltetes@bokik.hu;

Budapesti Békéltető Testület

Címe: 1016 Budapest, Krisztina krt. 99.

Telefonszáma: (1) 488-2131

Fax száma: (1) 488-2186

Név: Dr. Inzelt Éva Veronika

E-mail cím: bekelteto.testulet@bkik.hu;

Csongrád Megyei Békéltető Testület

Címe: 6721 Szeged, Párizsi krt. 8-12.

Telefonszáma: (62) 554-250/118 mellék

Fax száma: (62) 426-149

Név: Dr. Horváth Károly, Dr. Jerney Zoltán

E-mail cím: bekelteto.testulet@csmkik.hu;

Fejér Megyei Békéltető Testület

Címe: 8000 Székesfehérvár, Hosszúsétatér 4-6.

Telefonszáma: (22) 510-310

Fax száma: (22) 510-312

Név: Dr. Vári Kovács József

E-mail cím: bekeltetes@fmkik.hu;

Győr-Moson-Sopron Megyei Békéltető Testület

Címe: 9021 Győr, Szent István út 10/a.

Telefonszáma: (96) 520-217

Név: Dr. Bagoly Beáta

E-mail cím: bekeltetotestulet@gymkik.hu;

Hajdú-Bihar Megyei Békéltető Testület

Címe: 4025 Debrecen, Petőfi tér 10.

Telefonszáma: (52) 500-710; (52) 500-745

Fax száma: (52) 500-720

Név: Dr. Hajnal Zsolt

E-mail cím: bekelteto@hbkik.hu;

Heves Megyei Békéltető Testület

Címe: 3300 Eger, Hadnagy u. 6. földszint

Levelezési címe: 3300 Eger, Pf. 440.

Telefonszáma: (36) 416-660/105 mellék

Fax száma: (36) 323-615

Név: Dr. Gondos István

E-mail cím: bekeltetes@hkik.hu;

Jász-Nagykun-Szolnok Megyei Békéltető Testület

Címe: 5000 Szolnok, Verseggy park. 8. III. emelet 303-304. szoba
Telefonszáma: (20) 373-2570
Fax száma: (56) 370-005
Név: Dr. Lajkóné dr. Vígh Judit
E-mail cím: bekeltetotestulet@iparkamaraszolnok.hu;
Komárom-Esztergom Megyei Békéltető Testület
Címe: 2800 Tatabánya, Fő tér 36.
Telefonszáma: (34) 513-010
Fax száma: (34) 316-259
Név: Dr. Bures Gabriella
E-mail cím: bekeltetes@kemkik.hu;
Nógrád Megyei Békéltető Testület
Címe: 3100 Salgótarján, Mártírok útja 4. fsz 14.
Telefonszám: (32) 520-860
Fax száma: (32) 520-862
Név: Dr. Pongó Erik
E-mail cím: nkik@nkik.hu;
Pest Megyei Békéltető Testület
Címe: 1055 Budapest, Balassi Bálint utca 25. IV/2.
Levelezési címe: 1364 Budapest, Pf.: 81
Telefonszáma: (1)-792-7881
Név: Dr. Koncz Pál
E-mail cím: pmbekelteto@pmkik.hu
Honlap cím: www.panaszrendezes.hu
Somogy Megyei Békéltető Testület
Címe: 7400 Kaposvár, Anna utca 6.
Telefonszáma: (82) 501-000; (82) 501-026
Fax száma: (82) 501-046

Név: Dr. Csapláros Imre

E-mail cím: skik@skik.hu;

Szabolcs-Szatmár-Bereg Megyei Békéltető Testület

Címe: 4400 Nyíregyháza, Széchenyi u. 2.

Telefonszáma: (42) 420-180

Fax száma: (42) 420-180

Név: Görömbeiné dr. Balmaz Katalin

E-mail cím: bekelteto@szabkam.hu;

Tolna Megyei Békéltető Testület

Címe: 7100 Szekszárd, Arany J. u. 23-25.

Telefonszáma: (74) 411-661; (30) 664-2130

Fax száma: (74) 411-456

Név: Mónus Gréta

E-mail cím: kamara@tmkik.hu; monus.greta@tmkik.hu;

Vas Megyei Békéltető Testület

Címe: 9700 Szombathely, Rákóczi Ferenc u. 23.

Telefonszáma: (94) 312-356; (94) 506-645; (30) 956-6708

Fax száma: (94) 316-936

Név: Dr. Kövesdi Zoltán

E-mail cím: bea@vmkik.hu

Veszprém Megyei Békéltető Testület

Címe: 8200 Veszprém, Radnóti tér 1.

Telefonszáma: (88) 814-121; (88) 814-111

Fax száma: (88) 412-150

Név: Dr. Herjavec Klára

E-mail cím: info@bekeltetesveszprem.hu

Zala Megyei Békéltető Testület

Címe: 8900 Zalaegerszeg, Petőfi utca 24.

Telefonszáma: (92) 550-513

Fax száma: (92) 550-525

Név: Dr. Molnár Sándor

E-mail cím: zmbekelteto@zmkik.hu

9. The conciliation body is competent for the out-of-court settlement of consumer disputes. It is the task of the conciliation body to attempt to reach a settlement between the parties for the purpose of resolving consumer disputes, failing which it will decide on the matter in order to ensure the simple, expeditious, effective and cost-effective enforcement of consumer rights. The conciliation body shall, at the request of the Consumer or the Service Provider, advise on the Consumer's rights and obligations.
10. In the event of a cross-border consumer dispute arising out of an online sales or service contract, the conciliation body attached to the Budapest Chamber of Commerce and Industry shall have sole jurisdiction.
11. In the event of a consumer complaint, the Consumer may use the EU online dispute resolution platform. Accessing the platform requires a simple registration with the European Commission by clicking [here](#). Then, after logging in, the Consumer can lodge a complaint through the online website: <http://ec.europa.eu/odr>
12. The Service Provider shall be obliged to cooperate in conciliation proceedings. In doing so, it is required to send its response letter to the conciliation body and to ensure the presence of the person entitled to reach a settlement at the hearing. Where the business or seat of the business is not established in the county in which the conciliation body operating the territorially competent body is located, the Business's obligation to cooperate shall include offering the possibility of a written settlement in accordance with the Consumer's requirements.

Intellectual Property Rights

1. Since bamboosaxes.com, as a website, is considered intellectual property, it is absolutely forbidden to download (duplicate), redistribute, otherwise use, electronically store, process or sell the content or any part of bamboosaxes.com without the written consent of the Service Provider.
2. Even with written consent, any material may be only taken from the bamboosaxes.com website and its database with reference to that website.
3. The Service Provider reserves all rights to all elements of its service, its domain names, the secondary domain names formed with them and the Internet advertising space.
4. It is prohibited to: adapt or reverse engineer the content of bamboosaxes.com or any parts of it; fraudulent creation of user IDs and passwords; use of any application that modifies or indexes the bamboosaxes.com website or any part thereof.
5. The name bamboosaxes.com is protected by copyright, its use, except for the reference, is permitted only with the written consent of the Service Provider.
6. The User acknowledges that in the event of unauthorised use the Service Provider is entitled to a penalty paid by the User. The amount of the penalty shall be USD 200 gross per image and USD 70 gross per word. The User acknowledges that this penalty is not excessive and browses the site with this in mind. In the event of a copyright infringement, the Service Provider uses a notarial fact certificate, and its cost is also passed on to the infringing User.

Privacy Policy

The privacy policy is available and can be downloaded from the following webpage: <https://bamboosaxes.com/privacy-policy/>

Legal References

1. Data handling
 - Act CXII of 2011 (“Privacy Act”)
2. Withdrawal, liability, product warranty, refund
 - Government Decree 45/2014. (II. 26.)

3. Warranty
 - Government Decree 151/2003. (IX. 22.)
 - Government Decree 270/2020. (VI. 12.)
4. Intellectual Property Rights
 - Act LXXVI of 1999 on copyright
5. The following legislations particularly apply to the Treaty:
 - Act CLV of 1997 on Consumer Protection
 - Act CVIII of 2001 on certain issues of electronic commerce activities and information society services
 - Act V of 2013 promulgating the Civil Code.
 - Government Decree 151/2003. (IX. 22.) on the mandatory warranty for certain durable consumer goods
 - Government Decree 45/2014 (II.26.) on detailed rules of contracts between the Customer and the business
 - NGM Decree 19/2014. (IV. 29.) on the procedural rules for handling warranty and guarantee claims for things sold under a contract between a consumer and a business

Kecskemet, 15 January 2021

Updated: 20 April 2021