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General Terms and Conditions

The current General Terms and Conditions (hereinafter referred to as: Terms) describe the rights and obligations of **Plum Magyarország Kft.** (hereinafter referred to as: Service Provider) and the rights and obligations of Client (hereinafter referred to as: Client) using the electronic commerce services of Service Provider according to Act CVIII. of 2001. (hereinafter: Hungarian E-Commerce Act.) through Service Provider's websites **plum.hu and plum24.com** (hereinafter: Website)

The purpose of the Website operated by the Service Provider is to sell products (hereinafter referred to as: "product" or "products"), which can be ordered from the Website, on a commercial basis in accordance with the current Terms.

The current Terms shall be applied to all contracts and services which are made through the Website or referring to the Website between the Service Provider and the Client (hereinafter referred to as: Parties), irrespective of whether the delivery of such services were provided from Hungary or from abroad, by the Service Provider or any other collaborator. In case the Client acts during the transaction as a representative of a legal person or as a sole proprietor, then by accepting this Terms he/she declares that he/she makes this agreement in connection with his/her profession, self-employment or business activity, therefore isn't qualified as consumer in accordance with Act V. of 2013. of the Civil Code (hereinafter referred to as: Hungarian Civil Code) 8:1. § (1) paragraph, item 3. or Act CLV. of 1997. (hereinafter: Hungarian Consumer Protection Act) item 2. § a. On the other hand in case the Client is considered as a consumer according to the Hungarian Civil Code or the Hungarian Consumer Protection Act, then information on the Client's consumer rights and obligations resulting from the transaction is made available by Service Provider in the Consumer Protection Information as a part of the present General Terms and Conditions.

1. DATA OF THE SERVICE PROVIDER

Name:	Plum Magyarország Kft.
Registered Seat:	Hungary, 8200 Veszprém, Erdész utca 4.
Registration Number:	19-09-511849
Tax Number:	HU13546942
Phone Number:	+36-88-326-006 (8.30-17.00 on workdays)
E-mail Address:	info@plum.hu
Bank account:	HU 10700268-43051700-51100005

2. GENERAL PROVISIONS

- 2.1.** The Client shall fill out all the obligatory fields in the purchase order before sending it to the Service Provider. This will serve as a written contract between the parties, in English language. If the Service Provider makes a version of this Terms in any other language besides English, the Terms shall be governed by the English version.
- 2.2.** By sending the purchase order, the Client declares to acknowledge and accept the provisions and conditions stated in this Terms and in the Privacy Policy published on the Website.
- 2.3.** Service Provider shall not be liable for consequences (errors or damage, for example not reaching the activator code) resulting from inaccurate or incomplete information provided by Client. At any time Service Provider has the right to verify via e-mail (through the e-mail address provided in the company register or in other official document) or via verifying programs (Opten, Bisnode) whether for example the person sending the order is entitled to represent the Client. Based on the result of the verification process the Service Provider is entitled to change the conditions of the service, or to deny fulfilling the purchase order. The Service Provider bears no responsibility for any damages for reasons not attributable to the Service Provider (for example, if the Client forgets the e-mail address or if this address becomes available to third parties). The Service Provider manages every order as an individual Client. No liability shall arise on behalf of the Service Provider for damages and errors caused by changes in the data provided by Client.
- 2.4.** Maintaining the confidentiality of user data shall be the exclusive responsibility of the Client. Should the Client becomes aware of an unauthorized third party having access to its e-mail address, it shall notify the Service Provider immediately.
- 2.5.** Client – when it's necessary – agrees to update the personal data provided during the ordering process in order for those to be accurate, complete, and current. Such updates shall be sent by Client via e-mail. Any extra costs resulting from the failure of sending proper updates to Service Provider on the changes of Client's data shall be the Client's responsibility.

3. DUTIES OF THE SERVICE PROVIDER

- 3.1.** The duty of the Service Provider is to provide the ordered products and documentations for the Client in accordance with these Terms. The place of performance – unless otherwise provided in these GTC or the Parties provide otherwise – is the registered seat of the Service Provider. On downloading the documentation and safety data sheets for the products, detailed description in GTC 7.2 and 7.3 section.
- 3.2.** It is the Service Provider's responsibility to provide the ordered products to the Client as defined in the contract.
- 3.3.** If the Client provides the place of delivery for the Service Provider, the ordered products shall be delivered to the address provided. The Client shall bear all the cost relating to the delivery.
- 3.4.** The ordered products shall be of a quality and performance that are normal in services of the same type and that the Client can reasonably expect, given the nature of the services and taking into account any public statements on the specific characteristics of the services made about them by the Service provider.
- 3.5.** If the Client requests "an individual logo offer" during the order, and the contract is concluded by accepting the subsequent offer and acceptance of the offer, the Service Provider is obliged to provide the subject of the contract according to the logo provided by the Client and accepted by the Service Provider. The Client acknowledges that the product thus produced was produced at his express request (individual product).
- 3.6.** If the Client requests a "custom-order product offer" during the order, the contract is concluded through the subsequent offer and acceptance of the offer, the Service Provider is obliged to provide the subject of the contract in the quality and quantity specified by the Client and accepted by the Service Provider. The

Client acknowledges that the product thus produced was produced at his express request (individual product).

4. PAYMENT AND SHIPPING TERMS

- 4.1.** Following the sending of the order the Client shall receive an e-mail from the Service Provider, in which the Client may choose a payment method and provide the address of delivery.
- 4.2.** Following payment, Service Provider shall send an e-mail for the Client, which includes the verification of the order, the delivery date and the invoice. The Service Provider may deliver the ordered product for an exact date on the Clients separate claim.
- 4.3.** The Service Provider is obliged to deliver the ordered goods within the delivery time specified in the confirmation e-mail by Plum Magyarország Kft. Following the order, the delivery time starts the day after the full payment of the purchase price. A different case is the conditions included in an individual contract for our partners. Transport is carried out using a shipping company, exceptionally with its own means of transport. The Service Provider is not able to undertake delivery to a specific time (hour), unless the parties agree otherwise in writing.
- 4.4.** If a Client has an expired, unpaid invoice, the Service Provider may suspend the service until it is paid, or the purchase price of the new order may be included in the previous debt. The Client is obliged to pay statutory default interest valid on the first day of the calendar half-year affected by the delay from the date of the delay. All costs arising from the collection of debts shall be borne by the Client.
- 4.5.** The Client shall examine the ordered product at the time of the delivery and sign the dated receipt. Subsequently, the Service Provider may not accept any complaint. In case that the Clients recognizes any failure at the time of the delivery, the employee of the courier shall instantly make a record of this fact.
- 4.6.** The Client is obliged to pay the value of his order in advance by bank transfer or credit card payment after the confirmation of the order or the acceptance of the offer by the Client. Bank transfer payment is only possible for contracted partners until the date specified in the individual contract. The Service Provider reserves the right to change the delivery fee provided that the change takes effect simultaneously with its appearance on the Website. The amendment does not affect the purchase price of products already ordered.
- 4.7.** This requirement shall be applied to any order done by e-mail, phone, on website or in person.
- 4.8.** We cannot be held responsible for delivery errors due to unavoidable and unforeseeable external reasons (force majeure), but we will provide all possible assistance to our Clients.
- 4.9.** We reserve the ownership of the delivered goods and products until the full payment of the purchase price.
- 4.10.** Delivery fee based on "Weight Based Shipping":

Gross weight (kg)	Net fee (EUR)
0-1 kg	2.43
1-3 kg	2.49
3-5 kg	2.68
5-10 kg	3.44
10-15 kg	3.82
15-20 kg	4.20
20-25 kg	4.59
25-30 kg	4.97
30-40 kg	5.54
40-50 kg	6.87

50-60 kg	7.64
60-70 kg	11.45
70-80 kg	15.27
80-90 kg	19.09
90-100 kg	22.90
100-110 kg	24.81
110-120 kg	26.70
120-130 kg	28.63
130-140 kg	30.54
140-150 kg	34.35

E-toll cost + 40%.

- The delivery fee can be selected in the webshop on the form before sending the order (mandatory), and will always be displayed in the details of the order as well as in the electronic confirmation of the order.
- In case of a net order over EUR 275,00 in the webshop, the shipping fee is free!

5. DUTIES OF THE CLIENT

- 5.1.** The Client is obliged to pay the purchase fee of the ordered product in accordance with the provisions of the current Terms.
- 5.2.** Payment of the fee. Client's duty includes all the necessary measures and the maintenance of formalities to the contract or any regulation, in particular the regulations of the Hungarian Civil Code and the Hungarian E-Commerce Act to ensure the completeness of the payment. The Client, unless otherwise agreed between the Parties or determined within this Terms, shall complete the payment before the Service Provider provides the ordered product to the Client in accordance with this Terms.
- 5.3.** Long time regular Clients of the Service Provider may depart from the current Terms on the basis of a separate agreement to claim a complementary copy from the Service Provider.
- 5.4.** The Client shall examine the ordered product at the time of the delivery and sign the dated receipt. Subsequently, the Service Provider may not accept any complaint. In case that the Clients recognizes any failure at the time of the delivery, the employee of the courier shall instantly make a record of this fact.
- 5.5.** If the Client requests "an individual logo offer" during the order, and the contract is concluded by accepting the subsequent offer and acceptance of the offer, the Service Provider is obliged to provide the subject of the contract according to the logo provided by the Client and accepted by the Service Provider. The Client acknowledges that the product thus produced was produced at his express request (individual product). The Client is obliged to take over the "individually logo" products in full quantity and pay the full purchase price.
- 5.6.** If the Client requests a "custom-order product offer" during the order, the contract is concluded through the subsequent offer and acceptance of the offer, the Service Provider is obliged to provide the subject of the contract in the quality and quantity specified by the Client and accepted by the Service Provider. The Client acknowledges that the product thus produced was produced at his express request (individual product). The Client is obliged to take over the "custom-order" products in full quantity and pay the full purchase price.

6. REGISTRATION

- 6.1.** A reseller can be applied for by an individual or company with the right to trade in chemicals or medical instruments and devices. Following the registration application, all applicants will be contacted and further details will be agreed upon. If the applicant has the necessary permissions and actually buys the products for resale, we will allow the registration to access the reseller area of our website.
- 6.2.** You can register under the menu item "Registration" on the Home page by filling in the form. The Client must fill in the user data (for more details, see Privacy Policy), the billing data and the delivery data (if different from the delivery data). By registering on the Website, the Client declares that he has read and accepts all the provisions and conditions of these GTC (published on the Website) and the Privacy Policy published on the Website. After registration, you can log in immediately and start shopping.
- 6.3.** The Service Provider shall not be liable for any consequences (errors or damages, such as delivery delays) that can be traced back to incorrect and / or inaccurate data provided by the Client. In all cases, the Service Provider is entitled to verify, by sending a message to the e-mail address provided in the company's register or other official register, or by means of verification programs (Opten, Bisnode), among other things, that the registrant is indeed entitled to represent the Client. Based on the inspection, the Service Provider is entitled to change the terms of service or refuse to fulfill the order. The Service Provider shall not be liable for any damages resulting from the Client forgetting his / her password or becoming available to unauthorized persons for any reason not attributable to the Service Provider. The Service Provider treats all registrations as an independent Client. The Service Provider shall not be liable for any damage or error resulting from the change of the registered data by the Client.
- 6.4.** The Client is entitled to cancel his registration at any time, without giving reasons, in a legal notice sent to the Service Provider via e-mail. Upon receipt of the letter requesting the cancellation, the Service Provider is obliged to ensure the cancellation of the registration without delay, but no later than within 72 hours. In case of doubt, the Service Provider is entitled to verify by means of a message sent to the e-mail address provided in the company register or other official register of the given Client that the person requesting the cancellation is indeed entitled to represent the Client. Client's user data will be removed from the system immediately after deletion, provided you have not previously placed an order or completed any transaction. After the removal, it is no longer possible to restore the user data, but the given Client can re-register. If the Client has previously placed an order, his / her data will not be deleted from the system, but will be inactivated. In this case, the Service Provider retains the data and documents related to the previously submitted orders.
- 6.5.** The Client is solely responsible for keeping the user access data (especially the password) confidential. If the Client becomes aware that the password provided during registration may have been accessed by an unauthorized third party, he is obliged to change his password immediately and is obliged to notify the Service Provider at the same time.
- 6.6.** The Client undertakes to update the personal data provided during registration as necessary - based on a separate e-mail notification from the Client - in order to ensure that they are up to date, complete and accurate. Any additional costs arising from the change of the data not communicated to the Service Provider shall be borne by the Client.
- 6.7.** If you are a registered Client but have forgotten your password, use the password reminder. If you enter your registered e-mail address here, we will send you the information needed to create a new password by e-mail.
- 6.8.** You can log in using the Login button. Enter your registered email address and password here, then press the enter button. If the login is successful, this window will display your registered email address and an

exit button that will allow you to leave the store. After logging in, a "Change data" menu item will appear, where you can change the data entered during registration.

7. TERMS OF ORDERING

- 7.1.** You can find the essential properties, characteristics and instructions for the use of the goods on the Website in detail in the description of the specific product. Please read the product descriptions carefully so that they can order exactly the product they need. If necessary, ask for the help of Plum Magyarország Kft. The use of certain products may present hazards, and product specifications can help in this regard.
- 7.2.** For each product, the product information sheet and the safety data sheet can be found under the "Documentation" tab on the product page. The latest safety data sheets for the products can also be downloaded from <https://plum24.com/safety-datasheets/?lang=en>.
- 7.3.** In all cases, the documentation for the ordered products must be downloaded and kept. If you do not find the documentation for a product, please contact us at our contact details.
- 7.4.** The images shown are illustrations in some places.
- 7.5.** The price of the products displayed on the Website is indicated on a net basis and in a manner that includes and details (gross) both value added tax and other public charges. The prices on the Hungarian language website are in all forints. If the language of the website is chosen (English), the prices are indicated in euros. Shipping costs are not included in the price of the products. During the order, it is possible to redeem the individual coupon provided by the Service Provider or to use other discounts, the amount of which can be included in the price of the ordered product.
- 7.6.** It is necessary to register on the Website for the ordering of the products. The Clients may select the products he or she intends to order by clicking the "Add to Cart" (list that collects all the orders of the Client) button. The Client may modify the content of the Cart at any time. For the finalization of the order, the Client shall provide his or her data of invoice and delivery. Prior sending the order, the Client has the option to check the finalized order.
- 7.7.** You can also check the contents of the Cart using the "Cart" menu item. You can view the contents of the Cart, or even delete its contents (or individual items of its contents) by clicking the delete (trash) icon next to that product. If you choose to order, you can click on the "Checkout" button, but if you want to choose more products, you can continue to use the site before ordering by clicking on the "continue shopping" button.
- 7.8.** By clicking on the "Checkout" button, you can finalize your order, choose your payment and delivery method, and also specify your special delivery requirements. Here you can enter your billing and shipping information. Before placing the order, the Client can check the details of his order, change the billing address and select the payment method on a summary page.
- 7.9.** After ordering the selected product(s), you will receive an automatic confirmation with information covering all the details. You can correct data entry errors before pressing the "Send order" button, by pressing the "back" button of the browser, you can return to the previous positions of the ordering process. Please review your billing information (email address, name, address (es), tax number, etc.), quantity, price, and type of products ordered.
- 7.10.** The order will be placed after clicking on "Place order". By placing your order, you make an offer to Plum Magyarország Kft., which offer is accepted by Plum Magyarország Kft. by confirming the order (offer), at which point the contract enters into force. Plum Magyarország Kft. will send an automatic, immediate

confirmation of the order in accordance with the relevant legislation, within a maximum of 48 hours. If the confirmation is not received within 48 hours, the buyer is released from the obligation to make an offer.

- 7.11.** We confirm the receipt and processing of the order in a separate e-mail, this automatic e-mail is not necessarily the same as the acceptance and confirmation of the order. Sending the order creates a binding obligation for the Client, and upon receipt of the confirmation e-mail, a payment obligation is created as specified in the payment methods.
- 7.12.** After placing the order, our Client service can contact the Client by the given phone number and specify the method and time of delivery. Orders are processed on business days from 8 am to 4 pm, if the order arrives outside working hours, it will be processed the next day. The product will be delivered to the address provided on the working day following the order, if the order arrives to us by 11 am on the previous working day.
- 7.13.** If the Client requests an individual logo for at least one selected product, then "By sending an order" only a request for quotation is made, after which the Service Provider sends an offer, which the Client accepts (the contract is concluded by accepting the offer).
- 7.14.** If at least one of the Client's selected products is an individual order, then "By sending an order" only a request for quotation is made, after which the Service Provider sends an offer, which the Client accepts (the contract is concluded by accepting the offer).
- 7.15.** The Service Provider is entitled to modify the purchase fee of the products in a way that the modification is effective as of its publication on the Website. In such case, the purchase fee of the ordered products is not affected. Any obvious mistake that appears on the Website concerning the purchase fees of the products (such as 0 HUF) despite all the diligence activities of the Service Provider, the Service Provider is not obliged to perform the orders for that purchase fee, however it may offer to deliver the product for the correct purchase fee to the Client; in such case the Clients may withdraw his or her order.
- 7.16.** The Service Provider may exclusively accept orders from a registered Client and only if the Client provides all the necessary data of his or her. In any obvious clerical errors during the ordering, the Website of the Service Provider instantly sends request for the Client. The Service Provider is not liable for the Client's failure to provide punctual information concerning the order. In case of providing an incorrect delivery address, the Service Provider does not pay the delivery cost to the Client, and it is the Client's responsibility to pay the re-delivery fee to the corrected address. The Client expressly accepts this by accepting these GTC.
- 7.17.** By the sending of the order, the Client declares to accept all the conditions of the current General Terms and Conditions.

8. REPAIRING ERRORS IN DATA ENTRY

At any stage of the order and until the order is sent to the Service Provider, the Client has the opportunity to correct any data entry errors on the order interface at any time on the Website (by pressing the "back" button in the case of the content of the previous page). The Client has the possibility to correct any data entry error in each stage of the purchase order via e-mail.

9. ORDER OBLIGATIONS, ORDER CONFIRMATION

- 9.1.** Following the receiving of the Client's purchase order (contract offer) the Service Provider shall send a confirmation to the Client via e-mail which includes the relevant data concerning the purchase order. The sole purpose of this e-mail is to inform the Client about the receiving of the purchase order.
- 9.2.** If the Client subsequently notices an error in the order data within the confirmation e-mail, he/she shall inform the Service Provider about it no later than 1 calendar day. In this case the Service Provider shall modify the purchase order according to the Client's notice.

10. TERMS OF PAYMENT

- 10.1.** After confirming the order, the Client can settle the order by advance bank transfer, credit card payment or bank transfer. Detailed information on each payment method can be found in Section 11 "Payment Methods".
- 10.2.** The Service Provider automatically processes the order and, depending on the selected payment method, sends an invoice by e-mail to the e-mail address provided by the Client, and then - unless otherwise agreed by the Parties or the GTC do not describes any other provision - delivers the goods to the Client after crediting the amount.
- 10.3.** After crediting the amount paid by the Client, the Service Provider will issue an invoice sent electronically to the e-mail address provided by the Client (or by post to the address provided by the Client upon express request of the Client), depending on the payment method chosen by the Client. By accepting the GTC, the Client consents to the Service Provider issuing an invoice sent to him electronically. It is possible to revoke this consent with a clear legal statement addressed to the Service Provider. If the Client's invoice or proforma to be sent electronically is completed, the Service Provider will notify/send the invoice/proforma to him/her via e-mail. The Client is obliged to print the electronic invoice without an electronic signature and to record it in its books as a paper-based invoice.

11. PAYMENT METHODS

- 11.1.** In all cases, the invoice is issued by Plum Magyarország Kft., which includes the purchase price of the product and the delivery costs.
- 11.2.** You can choose from the following payment methods:
- **By bank transfer in advance:** Before shipping, to Plum Magyarország Kft. CIB Bank maintained bank account number HU 10700268-43051700-51100005, based on a proforma invoice.
 - **Online credit card payment:** The Plum24 webshop provides its Clients with a secure credit card payment solution provided by CIB Bank.
 - **Bank transfer:** For our contracted partners only, according to the conditions included in the individual contract.

12. BANK CARD PAYMENT

- 12.1.** The Plum24 webshop provides its Clients with a secure bank card payment solution provided by CIB Bank. Security is based on data separation. The Plum24 webshop receives information related to the order from the Client, and CIB Bank receives only the card data required for the payment transaction on the payment

page with 256-bit TLS encryption. Plum Magyarország Kft. is not informed about the data content of the payment page, they can only be accessed by CIB Bank. The result of the transaction will be shown on the Plum24 page after payment. To pay by card, your internet browser must support TLS encryption. The consideration for the purchased goods, the amount paid will be immediately blocked on your card account. Please read our detailed information!

12.2. Here's a brief overview of how to manage your shopping in a safe way.

- Read the Plum24 overview, the conditions of purchase and the terms of delivery and payment!
- Read the security conditions of Plum24, as they guarantee the security of your data!
- Keep track of your purchase information!
- Record your payment transaction details! (transaction ID, authorization number)
- Ensure that your confidential card details are never accessed by unauthorized persons.
- Use a browser that supports the TLS encryption option.

12.3. About security

TLS stands for Transport Layer Security. Our bank has a 256-bit encryption key that protects the communication channel. A company called VeriSign allows CIB Bank to use the 256-bit key to secure TLS-based encryption. Currently, 90% of the world's e-commerce uses this encryption method. The browser program used by the Client encrypts the cardholder's data with the help of TLS before sending, so that they are sent to CIB Bank in encrypted form, thus they cannot be interpreted by unauthorized persons.

12.4. Accepted cards

CIB Bank's internet payment system allows the use of MasterCard, Maestro, VISA and VISA Electron bank cards belonging to the VISA product family (only if the issuing bank allows it) and payment with a web card suitable for internet use.

12.5. Payment steps

- You select the products on the Plum24 website, which you wish to pay by credit card.
- After choosing credit card payment method, you will be transferred to the secure page of CIB Bank, where you need to fill in your card details to start the payment.
- After entering the card details, you can start the transaction by clicking the Payment button
- After payment, you will return to the Plum24 page, where you will receive a confirmation of the outcome of the transaction.

12.6. In the case of payment by credit card, after a successful transaction - this means acceptance after checking the validity of the credit card and the cover - CIB Bank will start debiting the Cardholder's account with the price for the goods or services.

12.7. If you are not redirected from the payment page to the Plum24 page, the transaction will be considered unsuccessful. If you click on the "Back" or "Refresh" button of the browser on the bank payment page, or closes the browser window before being redirected back to the store, payment will be considered unsuccessful. If you would like more information about the result of the transaction, in case of failure, the reason and details, please contact your bank account service provider.

13. RESPONSIBILITY, APPLICABLE LAW

- 13.1.** In case that such data gets published by mistake that infringe the Client's rights described in article 13 of the Hungarian E-Commerce Act, Service Provider shall fulfill its obligations regarding notification and removal of such data pursuant to the Hungarian E-Commerce Act. Service Provider shall also satisfy any notice or order from court or the authorities within the time frame mandated by law.
- 13.2.** Service Provider excludes all responsibility related to infringement implemented by the Client.
- 13.3.** The Hungarian law is applicable to the current Terms. Owing to the possible cross-border nature of the purchase process, the Client agrees to use the Website with regard to the provisions of the relevant / applicable national law. If any actions related to using the Website is forbidden in the Client's country, responsibility shall exclusively arise on the behalf of the Client.
- 13.4.** If the Client takes notice of any objectionable content on the Website, he/she shall notify the Service Provider immediately. In condition that Service Provider deems such notification justified, it is entitled to delete or modify related content.
- 13.5.** In accordance with the Hungarian law, the Service Provider bears responsibility for the proper operation of the ordered product through guarantee and warranty defined in the Consumer Protection Information.
- 13.6.** Considering EK regulation 593/2008 (Rome regulation I.) article 6. paragraph (2) on law applicable to contract responsibilities, when the Client acting as a consumer has main residency at a location where the law provides higher protection to the Client than Hungarian law would, then law from Client's main residency shall prevail.

14. INTELLECTUAL PROPERTY

- 14.1.** The Website, it's image, text content and structural buildup carries a specific and original character, therefore it is protected by copyright law. The Service Provider is the copyright holder of the content presented on the Website: any author creation or other intellectual property. The Service Provider holds the exclusive right to use or to give permission to use the Website or any of its identifiable part in material or immaterial form. The Service Provider reserves exclusive right to the commercial use and right to grant permission to such use of the Website's distinctive original design.
- 14.2.** Copying the content of the Website, saving the whole or parts physically or on other electronic medium or printing is exclusively permitted if the Service Provider permits it in written form. The Service Provider's permission is required for using the Website's particular title.
- 14.3.** In addition to the rights set out in the current Terms neither the registration, the usage of the Website, nor any provisions of the current Terms confer any right on Clients to use and make use of any trade names or trademarks included on the Website. The use is considered unauthorised in particular when the law or the entitled person does not permit it in contract, or if the user uses the product beyond the limits of authorization.
- 14.4.** Distorting or any modification of the Website or any misuse in connection with the Website which unduly prejudice to good reputation or honor infringes the individual rights of the Service Provider.
- 14.5.** Hereinafter the provisions of Act LXXVI of 1999 on copyright (Hungarian Copyright act) are relevant in other copyright issues related to the Website.

15. OTHER PROVISIONS

- 15.1.** The Service Provider is entitled to change the current Term's conditions unilaterally with a prospective scope. The Service Provider shall inform the Clients about the changes through the Website. The precondition to use the Website following an amendment requires the Client to expressly accept these modifications through the Website. In the event of new terms, previous Clients may not cite the earlier version of the Terms as the established and consistent contractual practice between the parties even if they were not informed from the above changes.
- 15.2.** By shopping in Plum Magyarország Kft. webshop presupposes that the Client knows and accepts the possibilities and limitations of the Internet, with special regard to technical performances and errors. Plum Magyarország Kft. is not liable if there is any malfunction in the Internet network, which prevents the smooth operation of the web store and the purchase.
- 15.3.** Plum Magyarország Kft. is free to change any content or terms and conditions. The change will take effect from the date it is displayed in the webshop and will only apply to transactions in the future.
- 15.4.** In any issues not governed by the current Terms, the rules of the Hungarian law, in particular the Civil Code, the E-Commerce Act, and Act C of 2003 on electronic communications shall be applied.

Date of entry into force: 2021.06.11

GTC can be downloaded here

Plum Magyarország Kft.

Consumer protection information on the basis of Government Decree 45/2014 (II.26.)

The rights and obligations of the current Terms shall apply to you if you entered into a contract with the entrepreneur as laid down in this report. 'Consumer' means any natural person who is acting for purposes other than his trade, business, craft or profession according to Act V. of 2013 on the Civil Code (Ptk.) under Article 8:1 (1)(3).

1. Pre-contractual general information

- a) This information report includes the essential information, conditions and information about the distance contract between Plum Magyarország Kft. and people at a distance.
- b) Information about the main characteristics of the purchased product can be found on plum24.com website and in the sales offer or order confirmation sent by the entrepreneur.
- c) The name and other information about the Entrepreneur can be found in the General Terms and Condition that is listed together with this Consumer report.
- d) Information on the full fee (with sales tax included) of the product and service described in the contract can be found in the sales offer.
- e) Information on implied warranty, product warranty and commercial guarantee is included in this information report.
- f) In case that Client has a customer protection claim against Plum Magyarország Kft., the Client may also to turn to conciliation panel. The competent conciliation panel for *Plum Magyarország Kft.* with territorial jurisdiction is the Conciliation Panel by the Veszprém Megyei Békéltető Testület (Tel.: +36-88-814-121, E-mail: info@bekeltetesveszprem.hu) (Country Court of Commerce and Industry. According to section 20 of the Hungarian Consumer Protection Act, the competent authority for the proceedings of conciliation is the conciliation panel that has territorial jurisdiction at the Client's permanent address or residence. If the Client has no domestic address or residence then the competence of the conciliation panel shall be determined by the entrepreneur concerned in the dispute or by the body representing the entrepreneur. Alternatively, at the Client's request a conciliation panel other than above shall be assigned.

2. Information on the right of withdrawal / cancellation

- a) *You are entitled to withdraw from this contract without giving any reason within 14 days.*
- b) *You may not exercise your right of withdrawal or termination:*
 - *in the case of a non-prefabricated product which has been produced on your instructions or at your express request, or in the case of a product which has been clearly tailored to the consumer;*
- c) *The withdrawal period expires 14 days after the day on which you or a third party designated by you- other than the carrier - takes over the product.*
- d) *If you wish to exercise your right of withdrawal, you must send a clear statement of your intention to withdraw (for example by post, fax or electronic mail) to the address indicated in this report or for this purpose you can use the form of withdrawal found in section 4 of this report. In case of notifying by post, the Service Provider shall consider the date of the posting, in case of notification sent by e-mail, the Service Provider shall consider the time of sending the e-mail for the deadline calculation. In case of sending a notification by post, you are obliged to send your letter by registered mail so that the date of dispatch can be credibly proven. The Service Provider is entitled to unilaterally determine other collection points in addition to this collection point. Detailed information regarding the above mentioned shall be continuously available on the Service Provider's website. The Service Provider is obliged to maintain at least one*

collection point to which the products distributed by it and affected by the withdrawal initiated by you shall be returned. The Service Provider shall not be able to accept the package returned by cash on delivery.

- e) Your right of withdrawal / cancellation shall be considered within the deadline if you send your notice of withdrawal / cancellation before the expiry of the deadline indicated above.
- f) Plum Magyarország Kft. does not have a code of conduct in accordance with the Act on the Prohibition of Unfair Commercial Practices against Consumers.

3. Legal effects of withdrawal / termination

- a) If you withdraw from this contract, we will reimburse you immediately, but no later than 14 days after receipt of your notice of withdrawal, for any consideration paid by you, including transport costs (except for any additional costs incurred as a result of that your chosen mode of transport was other than the cheapest standard mode of transport the company has offered). We shall use the same method of payment for the refund as was the method of payment in the original transaction, unless you expressly consent to another method of payment; in this case you shall not bear any additional costs. We shall withhold the refund until we have received the product back, or you have confirmed that you have returned it: whichever is first of those two dates shall be taken into account.
- b) You must return or hand over the product to Plum Magyarország Kft. within 14 days from the date of the notification of your notice of withdrawal. The deadline is considered to have been met if you send the product before the 14-day deadline.
- c) The direct cost of returning the product is borne by you. Apart from the cost of returning the product, you will not be charged any other costs in connection with the withdrawal.
- d) You can only be held liable for the amortization of the product if it has occurred as a result of excessive use apart from the normal usage that is required to determine the nature, properties and function of the product. The Service Provider may demand reimbursement of amortization and reasonable costs arising from the excessive use apart from the normal usage that is required to determine the nature, characteristics and operation of the product.

4. Implied warranty, product warranty, and warranty information

4.1. Information on implied warranty

In what case are You entitled to implied warranty?

According to the regulations of the Civil Code You may claim implied warranty against the entrepreneur in case of non-conforming performance by Plum Magyarország Kft..

What sort of rights do you have when claiming implied warranty?

You may claim the following implied warranties, at your choice:

You may request a repair or replacement, unless the claim you have chosen would be impossible to complete or compared to other claims it would be a disproportionate additional cost for the entrepreneur. If you did not request a repair or replacement, or if it was not possible, you may ask for appropriate refund or, as a last resort, you may withdraw from the contract.

You may change the chosen implied warranty right to other, however you shall bear the cost of transition, unless it was justified or the entrepreneur gave a reason.

In what time limit can you exercise your implied warranty claim?

You shall notify the entrepreneur after the discovery of the error without any delay but not later than after 2 months from discovering the error. However, it is to be noted that You cannot practice implied warranty rights after 2 years from the performance of the contract (limitation period).

Against whom may You claim implied warranty?

You may claim implied warranty against the entrepreneur (that is to say, with *Plum Magyarország Kft.*).

What other conditions are required in order to exercise implied warranty rights?

Within six months from the performance of the contract, apart from notifying the error there are no other conditions for exercising implied warranty if You certify that the product and the service was provided by *Plum Magyarország Kft.* Six months after the performance You are obligated to prove that the error discovered by You existed at the date of the performance.

4.2. Product warranty

In what case are You entitled to the product warranty?

In the event of a defect in a movable property (product), you shall be entitled, based on your choice, to use your right specified in Section 3.1. or use the product warranty.

What sort of rights do you have when claiming product warranty?

As a product warranty claim, you shall only request the repair or replacement of a defective product.

In which case is the product considered defective?

A product is defective if it does not meet the quality requirements in the time of the release to the market or if it does not have the characteristics specified by the manufacturer.

In what time limit can you exercise your product warranty claim?

You can exercise your product warranty claim within two years from the release of the product to the market by the manufacturer. Upon expiry of this period, you shall lose this entitlement.

Against whom may You claim the product warranty and what other conditions are required?

You shall only make a product warranty claim against the manufacturer or distributor of the movable property. You are obliged to prove the defect of the product in the event of a product warranty claim.

In which cases is the manufacturer (distributor) released from its product warranty obligation?

The manufacturer (distributor) is only released from its product warranty obligation if he/she can prove that:

- the product was not manufactured or marketed in the course of his non - business activities, or
- the defect was not recognizable in the light of current scientific and technical knowledge at the time of releasing it to the market, or
- the defect of the product results from the application of legislation or a mandatory official regulation.

It is sufficient for the manufacturer (distributor) to prove only one reason for the exemption.

However, if your product warranty claim is successfully enforced, you shall be entitled to enforce your warranty claim against the manufacturer for the replaced product or repaired part.

For the settlement of warranty and guarantee claims the **19/2014 (IV.29.) of NGM Decree** on the rules of procedure for handling warranty and guarantee claims concerning items sold under a contract concluded by and between a consumer and a company shall apply.

Form of withdrawal notice

Form of withdrawal notice based on the Government Decree 45/2014 (II.26.)

(shall be filled in and returned only in case of intention to withdraw from the contract)

Addressee:

I/We, the undersigned, declare that I/we exercise my/our right of withdrawal in respect of the sale and purchase agreement of the following product(s):

Date of the conclusion of the contract / date of receipt:

Name(s) of the consumer(s):

Address(es) of the consumer(s):

Signature(s) of the consumer(s): (applicable only on a paper notice)

Date: