

General Terms and Conditions

1. Introductory provisions

1.1. The <https://negoziodigiuditta.eu> online Italian food store (hereinafter: the "Webshop") is operated by Navalla Kft. (registered office: 1097 Budapest, Könyves Kálmán körút 12-14., Hungary; Company registration number: 01-09-379450, VAT number: 13638038-2-43, EU VAT number: HU13638038; hereinafter: the "Service Provider" or "Operator").

1.2. Contact details of the Service Provider's customer service:

Address: 2143 Kistarcsa, Raktár körút 3., Hungary (personal pickup not available)

E-mail: info@negoziodigiuditta.eu

1.3. By making a purchase in the Webstore, a contract is concluded between the Service Provider and the user of the Webstore services (hereinafter referred to as the "buyer" or "customer") in accordance with the provisions of these General Terms and Conditions (hereinafter referred to as "GTC").

1.4. Users, as users of the Webstore, are required to accept the terms of these GTC. If a user does not accept any provision of these GTC, they cannot use the website, register in the Webstore, place an order, or make a purchase. By providing their data on the Webstore, the user agrees that the Service Provider will handle their personal data in accordance with legal requirements and its current Data Protection and Data Management Regulations.

1.5. The Service Provider may freely change the provisions of these GTC, the range of products offered, purchase prices, deadlines, etc., without prior notice. The changes become effective from the time of their appearance on the Webstore website. Users who do not agree with the rule changes are not entitled to further purchases. The changes do not affect already concluded contracts (including confirmed orders).

2. Utilizing the Service

2.1. Placing orders is only possible electronically, online, through <https://negoziodigiuditta.eu> in the Webshop.

2.2. Before placing orders, the buyer is required to register on the Webshop. Before placing an order, the buyer has the opportunity to modify the data provided during registration. To register and thus complete the order, the buyer is obligated to provide at least the following information:

- Buyer's name,
- Exact billing address,
- Exact shipping address,
- Buyer's email address,
- Name and phone number of the package recipient,
- Exact designation and gross value of the product(s) to be ordered.

2.3. Information regarding orders is sent to customers by the Service Provider electronically via email or published on its website within the framework of these General Terms and Conditions.

2.4. The Service Provider reserves the right to fulfill orders only and exclusively through the conclusion of an individual written contract under certain conditions (certain products, high order value, unusually large quantity, etc.), in which case the buyer will be informed that fulfillment will only occur after placing a personal order or concluding a written contract, according to the terms of the contract. In such cases, no contract can be concluded on the Webshop.

2.5. The Service Provider can only accept and fulfill orders if the buyer fills in the fields on the registration and shopping page completely. The Service Provider and the Webshop are not responsible for damages resulting from omissions, inaccuracies, or technical problems that may arise during the process. In case of incorrectly, incompletely, or insufficiently provided addressing or other data, additional shipping or other additional costs and the resulting damage are the responsibility of the buyer.

2.6. In the case of purchasing from the Webshop – with the exception stated in point 2.8 – a shipping (sales) contract is concluded between the buyer and the Service Provider. This legal relationship is governed by the provisions of the order and confirmation, as well as these General Terms and Conditions. By submitting the order, the buyer accepts the terms of these General Terms and Conditions and the sales contract, and explicitly acknowledges that making a contractual statement, sending the order, entails a payment obligation. After sending the order, the contract is only concluded between the Service Provider and the buyer with the Service Provider's express acceptance statement; the automatically generated email message sent by the Service Provider upon sending the order does not constitute a confirmation, it only confirms the successful registration and forwarding of the order to the Service Provider. In the absence of the Service Provider's express acceptance statement, no contract is concluded between the parties. If the confirmation email confirming the receipt of the order is not received by the buyer within 48 hours, the parties are released from the obligation to make an offer, and the buyer is not obliged to purchase the ordered product or use the service, and the Service Provider is not obliged to fulfill it. The parties acknowledge that the contract established in accordance with the above – for which the provisions of these General Terms and Conditions are applicable – is concluded in Hungarian and does not constitute a written contract; the Service Provider does not record the contracts, and they are not accessible later. Hungarian law applies to matters not regulated in the contract or these General Terms and Conditions.

In the case of a buyer qualifying as a consumer, the Service Provider shall provide, at the latest with the delivery of the products, a confirmation of the contract in accordance with the legal provisions, which can be fulfilled by sending an electronic mail to the buyer or by specifying it on the invoice sent with the products. A buyer is considered a natural person who, outside his or her profession, independent occupation, or business activity, acts as a customer.

2.7. The purchase process:

- The buyer places the selected products in the virtual basket by pressing the "Add to Cart" button. Then, by clicking on the "Cart" button, the buyer can check and modify the contents of the basket.
- After that, by clicking on the "Checkout" button, the buyer, after providing billing and shipping information, must select the method of receiving and paying for the goods (here the shipping cost is displayed), and after going to the control page, the buyer must send their order. The email address is mandatory, as the Service Provider sends an electronic letter to the buyer confirming the submission of the order.
- It is possible to correct input errors made by the buyer during the order before sending it. Data and login password provided during registration can be changed at any time after logging in. In the event of a detected input error after sending the order, it must be reported immediately to the customer service email address.

2.8. Orders placed on the Webshop or by email by a buyer qualifying as a consumer are subject to the detailed rules of contracts between consumers and businesses specified in Government Decree 45/2014 (II.26.) (hereinafter "Decree").

2.9. Before making a purchase, it is advisable for the buyer to coordinate with the Service Provider by phone to check if the desired product is in stock, despite the fact that the stock information is updated several times a day by the service provider. If the ordered product is not available, the Service Provider immediately informs the buyer and refunds any pre-paid consideration within 30 days at the latest. The buyer accepts that in such cases the Service Provider is not obliged to pay compensation for damages, indemnification, or other compensation beyond the refund of the purchase price.

2.10. Gross prices include the amount of value-added tax according to the applicable tax regulations. For products where the price is 0 HUF, they are not available at that time. Ordering such products is not valid; the 0 HUF price does not constitute a free offer. The right to change the prices of products available from the Webshop is reserved by the Service Provider.

2.11. The Service Provider makes every effort to ensure that the data displayed on its pages (product prices, availability, descriptions, etc.) are as accurate as possible. If, despite the Service Provider's diligence, an incorrect price is placed on the Webshop interface, especially due to an obviously erroneous, significantly different price from the well-known, generally accepted, or estimated price of the product, or due to a system error displaying an incorrect price (e.g., "1" EUR), the Service Provider is not obliged to deliver the product at the incorrect price but may offer delivery at the correct price, and the buyer, knowing this, can withdraw from the purchase intention. Due to rapid changes in stock levels, it may happen that some products appear as "in stock" despite not actually being in stock. Neither the Webshop nor the Service Provider assumes responsibility for such cases; the Service Provider informs the buyer after recognizing such a situation.

2.12. The Service Provider publishes the descriptions and technical specifications of the products on the Webshop based on the data provided by the manufacturers. The Service Provider is not responsible if the properties or characteristics of the products were incorrectly provided by the manufacturers.

2.13. In the "Contact" menu, the Service Provider is happy to provide additional information on the services it offers, products sold, and the use of the Webshop.

2.14. The buyer is fully responsible for every order and other transaction where their password is used. Therefore, please ensure the confidentiality of your password. The Service Provider is not responsible for damages arising from the non-fulfillment of the order, delays, service interruptions, and/or the loss of possible business or private information or other financial losses.

2.15. The Service Provider is entitled to change the conditions of its services at any time until the conclusion of the contract concerning the purchase. The Service Provider is entitled to change its offers at any time.

3. Delivery and payment terms

3.1. The Service Provider aims to fulfill deliveries as soon as possible. The home delivery of products in stock generally takes place within 3 business days from the confirmation of the order. The delivery deadlines indicated by the Service Provider on the Webshop are informative; these deadlines may change depending on stock levels, and the Service Provider is not responsible for changes in these indicative delivery deadlines. In case of a possible increase in the usual delivery time, the Service Provider endeavors to inform the buyer. Delivery is carried out during the day, between 08:00 and 18:00 on business days. The buyer is required to provide a delivery address where they can be reached during this time interval.

3.2. The buyer can settle the purchase price of the products in the following ways:

Online card payments are processed through the Barion system. The merchant does not receive the bank card information. The service provider, Barion Payment Zrt., is an institution under the supervision of the Hungarian National Bank, with license number: H-EN-I-1064/2013.

3.3. If the buyer cannot pay the delivered product's purchase price to the courier, or the product cannot be handed over to the buyer for reasons attributable to the buyer, the buyer is obliged to pay the Service Provider for making the product available (gross 5,000 HUF packaging and administration fee) and the associated delivery costs. This applies even to those orders where the delivery would potentially be free. The return shipping cost of the packages is the responsibility of the buyer. In such cases, the package can be resent only after the transfer of the product's purchase price and the shipping fee to the Service Provider.

3.4. The buyer has the option to cancel the order without reimbursing the shipping and availability costs if the cancellation occurs no later than the email confirmation of the order and the verification of the data.

3.5. The responsibility and risk for the product transfer to the buyer simultaneously with the acceptance of the product.

3.6. At the time of delivery, the buyer is obliged to check the integrity and quantity of the package and the product, and sign the acknowledgment of receipt. In case of a quantity shortage or damaged packaging or product, it must be recorded in a protocol on the spot. The buyer can only accept a product with intact packaging at their own risk. In the absence of a recorded protocol, the Webshop does not accept any quantity complaints, except when a video recording is made of the package being opened, clearly showing that the package was unopened at the start of the recording (all sides of the package are recorded), and the recording uncut captures the entire contents of the package.

4. Warranty, guarantee

4.1. Warranty and Guarantee

The Service Provider assumes responsibility for the warranty and guarantee of the products in accordance with the applicable legal regulations. Warranty and guarantee obligations apply exclusively to customers who qualify as consumers. A person is considered a consumer if they purchase products outside the scope of their profession, independent occupation, or business activities.

The regulations of the Civil Code Act V of 2013 (Ptk.), Government Decree 151/2003 (IX. 22.) on the Mandatory Guarantee for Certain Durable Consumer Goods, Government Decree 19/2014 (IV. 29.) on the Procedures for Handling Warranty and Guarantee Claims for Goods Sold in the Framework of Consumer and Business Contracts, and other relevant Hungarian laws apply to issues not regulated in this GTC regarding the warranty and guarantee responsibilities of the Service Provider.

4.2. Guarantee

Guarantee rights can be asserted by the owner of the consumer product, provided they qualify as a consumer. A consumer can assert their guarantee claim by presenting the original guarantee certificate. The consumer has the option to claim repair or replacement under the guarantee directly at the service center indicated on the guarantee certificate. The consumer can also demand repair or replacement directly from the manufacturer (the producer and distributor of the product). If the manufacturer provides a guarantee and warranty more favorable than stipulated by law, the Service Provider informs the consumer about the terms and duration of this favorable guarantee on the guarantee certificate. In case of a more favorable guarantee and warranty provided by the manufacturer, the consumer must assert their claim directly with the manufacturer. The Service Provider is exempt from guarantee obligations if it can prove that the cause of the defect occurred after the performance.

In case of defective performance for a consumer, the Service Provider is obligated to guarantee consumer goods with a selling price over 10,000 HUF and their accessories and components with a selling price over 10,000 HUF, according to Government Decree 151/2003 (IX. 22.). The duration of the guarantee is one year.

According to Government Decree 151/2003 (IX. 22.) on Mandatory Guarantee for Certain Durable Consumer Goods, for consumer goods specified in the annex to the decree, if the consumer asserts a replacement claim due to a defect in the consumer goods within three working days from the purchase (putting into operation), the Service Provider cannot refer to Section 6:159 (2) a) of the Civil Code, which states disproportionate additional costs. Instead, the Service Provider is obligated to replace the consumer goods, provided that the defect hinders normal use.

If the defect in the product is due to incorrect installation, misuse, external intervention, improper handling, use of unauthorized software, improper storage, force majeure, or other external factors such as contamination, liquids, power fluctuations, the consumer cannot assert a guarantee claim.

Any repair, deletion, modification, or entry of false information on the guarantee certificate renders it invalid, and the Service Provider's guarantee obligation ceases.

Upon asserting a guarantee claim, the consumer is entitled to the rights specified in section 4.3.

4.3. Implied Warranty

In case of defective performance by the Service Provider, the buyer can assert an implied warranty claim against the Service Provider. Based on their implied warranty claim, the buyer can request repair or replacement at their discretion unless fulfilling the chosen request is impossible or would involve disproportionate additional costs for the Service Provider compared to another request. If repair or replacement was not requested or could not be requested, the buyer can demand a proportionate reduction of the compensation or, in case the defect is significant, may repair the defect at the expense of the Service Provider or have it repaired by another party. In the final instance, the buyer can withdraw from the contract. The buyer can switch from one implied warranty right to another; however, the cost of the switch is borne by the buyer unless justified or caused by the Service Provider.

A buyer who does not qualify as a consumer is required to report the defect to the Service Provider without delay upon discovering it; however, they cannot assert their implied warranty rights beyond the one-year limitation period from the performance of the contract.

A buyer qualifying as a consumer is obliged to report the defect to the Service Provider without delay but no later than within two months from discovering the defect. However, the consumer cannot assert implied warranty rights beyond the two-year limitation period from the performance of the contract.

Within the first six months from performance, the assertion of implied warranty rights beyond the defect notification does not require any other conditions for a consumer who can prove that the Service Provider provided the product. However, after six months from performance, the consumer qualifying as a consumer must prove that the defect existed at the time of performance.

4.4. Product Warranty

In case of a defect in the product, a consumer can, at their discretion, assert either their implied warranty rights as described in section 4.3 or a product warranty claim. However, under a product warranty claim, a consumer can only request the repair or replacement of the defective product. A product is considered defective if it does not meet the quality requirements valid at the time of placement on the market or does not have the properties specified in the manufacturer's description.

A consumer can assert their product warranty claim within two years from the placing on the market of the product by the manufacturer. The consumer can exercise their product warranty claim only against the manufacturer or distributor of the product. The consumer must prove the defect when asserting a product warranty claim.

The manufacturer (distributor) is exempt from product warranty obligations only if they can prove that:

- The product was not manufactured or placed on the market in the course of their business activities.
- The defect was not detectable at the time of placement on the market according to the state of the art.
- The defect resulted from the application of legal regulations or mandatory official requirements. The manufacturer (distributor) is sufficient to prove one reason for exemption.

4.5. A consumer cannot assert both implied warranty and product warranty claims, implied warranty and guarantee claims, or product warranty and guarantee claims for the same defect simultaneously or concurrently. However, if a consumer successfully asserts their product warranty claim, they can assert a subsequent implied warranty claim against the manufacturer for the replaced product or repaired part.

5. Right of withdrawal and conditions for its exercise

5. Right of Withdrawal

5.1. General Provisions

The provisions of this section apply exclusively to a **Consumer**, that is, a natural person acting outside the scope of his or her profession, trade, or business activity, who purchases, orders, receives, uses, or makes use of goods, or is the addressee of commercial communication or offers related to goods (hereinafter: **"Consumer"**).

The **Consumer is entitled to withdraw from the contract for the sale of a product without giving any reason within thirty (30) days** from the date on which

- the Consumer, or a third party other than the carrier and indicated by the Consumer, takes physical possession of the product; or
- in the case of multiple goods ordered in one order and delivered separately, the last item has been received.

The Consumer may also exercise the right of withdrawal **between the date of conclusion of the contract and the date of receipt of the goods**.

5.2. Procedure for Exercising the Right of Withdrawal

In accordance with Hungarian Government Decree No. 45/2014 (II. 26.), the buyer is legally entitled to withdraw from the purchase without justification within **14 days** of receiving the product.

However, the **negoziodigiuditta.hu online store voluntarily extends this period to 30 days**, thereby providing more favorable conditions for the Consumer.

The Consumer may exercise the right of withdrawal by means of an **unequivocal written statement** or by using the **withdrawal form template** set out in Annex 2 of Government Decree 45/2014 (II. 26.).

If the Consumer wishes to exercise this right, the declaration of withdrawal must be sent (by post or electronically via e-mail) to the **Service Provider** using one of the contact details listed in Section 3 of these Terms and Conditions.

The withdrawal period shall be deemed observed if the Consumer sends the withdrawal statement to the Service Provider **before the expiry of the 30-day period**.

The burden of proof that the right of withdrawal has been exercised in accordance with this Section rests with the Consumer.

The Service Provider shall promptly confirm receipt of the withdrawal declaration by e-mail.

If the withdrawal is made in writing, it shall be deemed valid if the Consumer sends the withdrawal statement to the Service Provider **within 30 calendar days** of receipt of the product (even on the 30th day).

If the notice is sent by post, the date of posting shall be taken into account; in the case of e-mail, the date of sending the message shall be considered.

Consumers are advised to send their letters as **registered mail**, so that the date of posting can be verified.

In the event of withdrawal, the Consumer is obliged to return the product to the Service Provider's address indicated in Section 3 **without undue delay**, but no later than **14 days** from the date on which the withdrawal notice was sent.

The deadline shall be deemed met if the Consumer dispatches or hands over the product to the courier before the 14-day period expires.

The **cost of returning the product** shall be borne by the Consumer.

The Service Provider is **not obliged to accept packages returned with cash on delivery (COD)**.

Apart from the cost of returning the product, the Consumer shall not bear any other costs arising from the withdrawal.

If the Consumer withdraws from the contract, the Service Provider shall **refund all payments received**, including delivery costs (except for any additional costs arising from the Consumer's choice of a delivery method other than the least expensive standard delivery method offered by the Service Provider), **without undue delay and no later than 14 days** from the date of receiving the withdrawal declaration.

The Service Provider may withhold the refund until it has received the returned goods, or until the Consumer provides credible proof that the goods have been returned—whichever occurs first.

Refunds shall be made using the **same payment method** used by the Consumer in the original transaction, unless the Consumer expressly agrees to a different method.

Such a change shall not result in any additional cost to the Consumer.

The Consumer is only liable for any **decrease in the value of the product** resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the product.

5.3. Exceptions to the Right of Withdrawal

The Consumer shall not be entitled to withdraw from the contract in the following cases:

- after the full performance of a service, if performance has begun with the Consumer's prior express consent and the Consumer has acknowledged that they lose their right of withdrawal once the service has been fully performed;
- goods or services whose price depends on fluctuations in the financial market beyond the control of the Service Provider, which may occur within the withdrawal period;
- goods made to the Consumer's specifications or clearly personalized;
- goods that are perishable or whose quality deteriorates rapidly;
- sealed goods which are not suitable for return for health or hygiene reasons and which were unsealed after delivery;
- goods which, after delivery, are inseparably mixed with other items due to their nature;
- alcoholic beverages whose price has been agreed at the time of the contract but whose delivery can only take place after 30 days and whose actual value depends on market fluctuations beyond the control of the Service Provider;
- urgent repair or maintenance work requested specifically by the Consumer;
- sealed audio or video recordings or sealed computer software if the seal has been broken by the Consumer after delivery;
- newspapers, periodicals, or magazines, except for subscription contracts;
- accommodation services (other than housing), car rental, catering, or leisure activity services where the contract specifies a particular performance date or period;
- digital content not supplied on a tangible medium, if performance has begun with the Consumer's prior express consent and acknowledgment of the loss of the right of withdrawal.

5.4. Contact Information Regarding Withdrawal

If you have any questions regarding the exercise of your right of withdrawal, please contact our customer service team:

E-mail: info@negozioidigiuditta.eu

Website: www.negozioidigiuditta.eu

6. Limitation or exclusion of liability

6.1. Purchasing in the Webshop presupposes the buyer's knowledge and acceptance of the capabilities and limitations of the internet, with particular regard to technical performances and potential errors.

6.2. The Service Provider is in no way responsible for the following, regardless of the cause:

- Any operational failure in the internet network preventing the uninterrupted operation of the Webshop and the purchasing process.
- Depletion of the displayed product in the Webshop. Any offer by the Service Provider is valid only while supplies last.
- Non-arrival or random alteration of any data sent and/or received over the internet.
- Any malfunction in any purchasing device on the communication lines.
- Any letter sent in a non-recommended or registered form – regardless of whether it arrived in paper or electronic form – especially the loss or destruction of any data.
- Any improper functioning of software.
- Consequences of any program error, force majeure, or technical malfunction.

6.3. The Service Provider excludes liability for any direct or indirect damage resulting from connecting to the Webshop or viewing the Webshop.

6.4. The Service Provider is not liable for data loss, software restoration, downtime, potential damages, and lost profits incurred by the buyer during the use of the product for any reason.

6.5. Regularly backing up the data used, stored, or generated by the buyer on the products is the buyer's obligation.

6.6. The buyer is fully and unlimitedly responsible for any damages arising from providing or disclosing another person's personal data in the Webshop. In such cases, the Service Provider will provide all necessary assistance to the competent authorities to determine the identity of the person violating the law.

7. Scope and Modification

7.1. The Service Provider is entitled to modify these Terms and Conditions at any time. By using any services after the modification, the user accepts the provisions of the modified Terms and Conditions.

8. Miscellaneous Provisions

8.1. The Service Provider's system may collect data about the activities of customers that cannot be linked to other data provided by customers during registration or data generated when using other websites or services, unless the customer has given their consent.

8.2. The Service Provider is entitled to send newsletters or other promotional emails to customers if the customer has previously, clearly, expressly, and voluntarily consented to this by providing the appropriate data during registration.

8.3. The customer is entitled to withdraw their voluntary consent referred to in points 8.1. and 8.2. at any time.

8.4. The Service Provider informs customers that there is no code of conduct available according to the law on the prohibition of unfair commercial practices against consumers.

8.5. Consumer complaints are handled in writing. In the case of a consumer dispute, the consumer may also initiate proceedings with the Pest County Conciliation Board operating at the Budapest Chamber of Commerce and Industry (1055 Budapest, Balassi Bálint u. 25. IV/2.).