

# TERMS AND CONDITIONS OF USE FOR NON – CONSUMER CUSTOMERS

## 1. THE CONTRACTING PARTIES

### 1.1. THE SERVICE PROVIDER

Name: **L. V. Technik Commercial and Service Providing Ltd.**

Address: 6050 Lajosmizse, Ceglédi út 70.

Registration number: Cg.03-09-103303/1994/10

Registration authority: Kecskemét Regional Court

VAT registration number: 11039165-2-03

Phone number: +36-76-493-507

E-mail address: [info@lvtechnik.hu](mailto:info@lvtechnik.hu)

Web service provider's name: Amazon.com Inc.

Address: 410 Terry Ave. North, Seattle, WA 98109-5210

Phone number: 00 1 206 266 2992

as the **lvt.hu** website's operator (henceforward: Operator).

### 1.2. THE VISITOR

Anyone who visits the website, excluding the customers.

### 1.3. THE CUSTOMER

Every registered person or organisation, **excluding consumers**, who uses the services of the webshop such as ordering and buying any goods (henceforward: Customer). Thus the Operator is a wholesaler company, this webshop service is only available for retailers, distributors and other companies, legal entities reside outside of Hungary.

### 1.4. THE SUPPLIER

The transporting company entrusted by the Operator to deliver the ordered products to the Customer (henceforward: Forwarder).

## 2. THE OBJECT OF THIS CONTRACT

The Operator through these Terms and Conditions (henceforward: Terms and Conditions) regulates the rules of the webshop's use, the rights and obligations of the parties and every other relevant circumstances.

## 3. THE PUBLICATION OF THE TERMS AND CONDITIONS

The Operator publishes the Terms and Conditions only in pdf format on its website [www.lvt.hu](http://www.lvt.hu) under the Terms and Conditions menu. Date of the latest version: **2. January 2020.**

## 4. THE EFFECT OF THIS TERMS AND CONDITIONS

The Terms and Conditions enure on the day of the publishing and stay in effect until the shop is operating. The territorial scope of the Terms and Conditions is international as the webshop is accessible both from Hungary and both from foreign countries.

## **5. THE CHARACTERISTICS OF THE TERMS AND CONDITIONS AND OF THOSE CONTRACTS ARE BASED UPON THESE RULES**

5.1. The language of the contract is English but is not qualified as written contract according to the law. A printed copy of the contract is filed by the Operator at its headquarter. The Customer can find all its previous orders under the Order history section of its account.

5.2. The contract between the parties comes into existence by placing an order on the [www.lvt.hu](http://www.lvt.hu) website and accepting this Terms and Conditions. The acceptance is the precondition to use the services of the shop.

## **6. THE SUBJECT OF THE TERMS AND CONDITIONS**

The subject of this Terms and Conditions are the rules of ordering of the service, buying the products, the conditions of the shipping and paying together with the rights and obligations of the parties.

### **6.1. THE TERMS AND CONDITIONS OF PURCHASING**

The Customer should give its VAT registration number, shipping and contact data through the Registration to use the shop. As long as the authenticity of these data is questionable or uninterpretable, the Operator is entitled to verify these data or contact the Customer to identify them. If none of these is successful, the Operator is entitled to delete the data and regard the order as being invalid.

The Operator is not responsible for any shipping delay or other problems caused by the incorrect or inaccurate data given by the Customer. If the Customer's password is taken by unauthorized people and therefore any abuse is being made, the Operator is also not responsible for these actions, except if any negligent security mistake made by the Operator causes the recognition of the password.

The Operator is not responsible for those cases when the Customer is registered by someone who is not entitled to make contracts on behalf of the Customer.

The Customer could change or correct the given data its account under the settings menu.

### **6.2. THE ATTRIBUTES OF THE PRODUCTS**

The main characteristics of the products are listed at the pages of the items. More information is available on the Operator's contact addresses.

The prices are net prices, given in EURO. The VAT rate is 0 %, in regard to exporting the goods.

However this 0% VAT is only applicable if the goods indeed left Hungary, either proved by the parcel service company, entrusted by the Operator, or if the products were transported ex works by the User, the User shall prove this with a signed and stamped CMR by a third, independent party, such as by a custom office or other authority.

The prices are always given by the Operator and can be altered any time. The validity of the price is defined by the time of the order.

### **6.3. PLACING, MODIFYING AND CANCELLING AN ORDER**

The steps of the order:

1. place the product(s) in the cart and click on the ordering button
2. registration or signing in if already registered
3. choosing the shipping method
4. choosing the paying method
5. ordering which implies payment obligations

The order is placed when the Customer finalizes it. Before finalizing the Customer can alter or cancel it but after sending the order, it could not be cancelled through the webshop, only via phone call or email. After the order is shipped by the Operator, it could only be sent back at the expenses of the Customer.

The Operator always sends a confirmation email about the order within 48 hours to the email address, given during the registration. The contract between the parties comes into existence by the confirmation. As far as the confirmation arrives at the SPAM folder, it is regarded as delivered. If the confirmation email does not arrive in 48 hours, the contract does not come to existence.

If the chosen payment method was c.o.d. (cash on delivery), the products will be transferred to the parcel service company. In case of a prepayment the Operator sends out a proforma invoice through email with its bank transfer data. The products are shipped after the payment is completed.

#### **6.4. PAYMENT CONDITIONS**

The Customer should pay the price of the products and the shipping cost (in EURO and including VAT) without further notice either in 8 days transfer to the Operator's bank account, or pay with cash on delivery to the parcel service company. If the prepayment is not completed in 8 days, the Operator deletes the order.

In case of ordering out of stock products, the Operator may ask an advance payment. The amount of this payment is 30% of the product's gross price and it is always included in the full price of the product. The product will be ordered from the manufacturer after completion of the prepayment.

#### **6.5. SPECIAL TERMS IN RELATION OF ALUMINIUM PROFILES**

In case of buying a more than 3 m length of aluminium profile, the Customer should contact with the Operator to make arrangements of the shipping of the product.

#### **6.6. THE BILLING**

The original invoice is always shipped by the parcel service company with the product to the Customer. The parcel service company could not accept partial completion.

#### **6.7. THE SHIPPING**

The Operator processes the orders on every weekday until 15:00. If all the products are available, in case of a C.O.D., the package will be shipped the following day, in case of a prepayment, it will be sent the day after the money arrives at the Operator's bank account.

If the product is out of stock, the Operator contacts the Customer.

The products are shipped by a parcel service company, and the shipping is always arranged by the Operator. The shipping cost depends on the volume, weight of the goods and the shipping destination. The Customer must send back the C.M.R. stamped and signed by the authorized person of the company.

***If the Customer insists on arranging the shipping by itself, please contact with the Operator beforehand.***

#### **6.8. THE RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

The Customer has the right to cancel its order without giving any reason **within 8 days** from the day on which the Customer receives the products purchased. The Customer can live with this right from before the goods arrive to their destination. The cancellation declaration should be unambiguous and must be sent to the Operator within 8 days. In case of any doubt, the Customer should prove that the cancellation has been sent in time.

The Operator reimburses all payment, **EXCEPT** the shipping cost to the Customer within 8 days from the cancellation via bank transfer. The cost of the return shipping must be paid by the Customer. The Operator has the right to refuse any return shipping via C.O.D.

The Customer should send the products back within 8 days from the cancellation. The Operator may withhold reimbursement until it receives the goods back or the Customer has supplied evidence of having already sent back the goods.

The Operator only takes back unused, undamaged and complete products. The Customer does not respond for those damages caused by actions that are inevitable to identify the attributes and operating methods of the product. For any other damages the Operator may demand to reimburse its costs.

The Customer has no cancellation right for any unique product, made especially for the Customer's order. (e.g.: cutted aluminium profiles).

## **6.9. WARRANTY**

The Operator is responsible for any fault of the product exists at the time of selling but becomes known later (latent or manufacturing defect) according to the Hungarian Civil Code (Act V of 2013 on the Civil Code).

In such a case, the Customer could choose

- a) repair or replacement, unless if it is impossible or it causes the Operator – compare to other forms of warranty – disproportionate cost, considering the value of the intact product and the conflict of interest caused the Customer,
- b) proportionally reduced price,
- c) to repair the product on the expense of the Operator,
- d) to cancel the contract, if the Operator could not repair or replace the product, or it does not take place during in an appropriate time, or the Customer loses its interest to the repair or replacement. This right could not be used in case of a minor defect!

The Customer could change the earlier chosen right to an other type but should reimburse all the costs to the Operator caused by this change, except those cases when the Operator's behaviour necessitates such a change or it was otherwise reasonable.

The Customer must the defect immediately report to the Operator after its discovery. The Customer is responsible for every damage caused by the delay.

The warranty is valid for 1 year. The starting time of the warranty is the day of the purchase. The time interval of the repair when the Customer could not use the product, does not include the time of the warranty. If the whole or any element of the product was replaced, the warranty time starts again on this part.

## **6.10. MODIFYING THIS TERMS AND CONDITIONS**

The Operator is entitled to modify this Terms and Conditions unilaterally but bound to release information beforehand on the opening site of the [www.lvt.hu](http://www.lvt.hu) website.

## **6.11. EXCLUDING THE RESPONSIBILITY OF THE OPERATOR**

The Operator is not responsible for any alteration made in the product by the manufacturer.

The product photos may differ from the real product, however the Operator is aiming to publish photos as close to the original product as possible.

The Operator is not responsible for those damages caused by the inappropriate interpretation of the enclosed manual.

## **7. PRIVACY POLICY**

In details see the Privacy Policy of the L.V. Technik Ltd.

### **7.1. COLLECTED DATA:**

- the name of the person/company, address and the VAT number of the company

- the name and phone number of the contact person
- email address and the imprint of the password

## **7.2. DATA MANAGEMENT**

The Operator manages the data only to fulfill the orders and does not transmit them to third parties. The only exception is the parcel service company, which only manages specific data to ship the products to the Customer.

The Customer is entitled to modify or delete its given data through email or phone.

In every other question the Operator follows the rules of the Hungarian Act CXII of 2011 on the right to informational self-determination and on the freedom of information.

## **7.3. COOKIES**

The Operator uses cookies to recognise the Customer's browser or device and could be able to enhance the browsing experience. Cookies do not keep or collect personal data.

By using the site, the Customer or Visitor agrees the using of cookies.

## **8. COPYRIGHT**

All content of the lvt.hu website especially the photos, product details and other texts, the construction of the shop are the exclusive property of the L.V. Technik Ltd. and therefore protected by copyright law. To use, copy, modify and/or transmit any of these is prohibited without the express written consent of the owner.

## **9. APPLICABLE LAW**

On every other matter are not mentioned here the applicable law is the Hungarian

1. Act V of 2013 on the Civil Code,
2. Act CXII of 2011 on the right to informational self-determination and on the freedom of information.

The Operator does not apply any code of conduct.

If the parties could not end the dispute through negotiation, they submit to the jurisdiction of the Court of Kecskemét and the Court of County Bács-Kiskun.