

For the sale of products via our webshop on www.lgtechnologies.hu

General Terms and Conditions Preamble

These General Terms and Conditions (*hereinafter referred to as "GTC"*) govern in a general manner the

LG TECHNOLOGIES Korlátolt Felelősségű Társaság (registered office: 2161 Csomád, Levente utca 14.

A. ép., company registration number: 13-09-231888, tax number: 24376004-2-13, statistical number: 24376004-3314-113-15, registration body: the Company Court of the Budapest District Court. *hereinafter referred to as the "Company" or "Contractor" or "Company"*) regulates the contractual terms and conditions of contracts with customers in connection with its activities relating to the sale of movable property, industrial electronic equipment and other electrotechnical equipment and their accessories and spare parts, and therefore the Contractor declares that these General Terms and Conditions do not apply to contracts relating to the repair activities of the Contractor. Unless otherwise agreed in writing between the parties in their contractual relations, the provisions of these GTC shall prevail. In the contractual relations between the Contractor and the Client, the Parties may deviate from the provisions of these General Terms and Conditions only by a written agreement to the contrary concluded after the publication of these General Terms and Conditions, with an express reference to the deviation from these General Terms and Conditions, failing which the deviation from these General Terms and Conditions shall be deemed invalid.

The GTC shall apply to any contract, quotation, agreement, order, purchase order or power of attorney, whether written, oral or implied, entered into with the Company, under which the Company, for consideration, enters into a contract and performs its obligations in connection with the sale of all movable property, industrial electronic equipment and other electrical equipment and their accessories and parts and all Goods sold on the Website. Unless otherwise provided for in these General Terms and Conditions, these General Terms and Conditions shall be effective from the date of the request for an offer between the Parties or from the commencement of negotiations prior to the establishment of the legal relationship. These General Terms and Conditions shall apply to all enquiries, contracting and performance of the contract and to all declarations and legal statements made by the enterprise and the customer and any other persons in a legal relationship with them in connection with the conclusion and performance of the contract.

Service provider details:

Name: **LG TECHNOLOGIES Korlátolt Felelősségű Társaság**

company registration number: 13-09-231888

Tax number: 24376004-2-13

location: 14 Levente street, 2161 Csomád, building A. phone number: +36 70 563 0493

e-mail address: info@lgtechnologies.hu

I. Definition

For the purposes of this General Terms and Conditions, the following definitions shall apply:

- a) *Parties*: the Customer and the Company shall simultaneously
- b) *Customer* or *Client*: any legal entity, natural person or association of persons, having relative legal capacity, who has a contractual relationship with the Company or is involved in negotiations for the conclusion of a contract, who has movable, industrial or commercial property

enters into a contract for the sale of electronic equipment and other electrotechnical equipment and their accessories and spare parts, and for ancillary activities related thereto, or negotiates such a contractual relationship with the Contractor, invites tenders in which the Company participates as an undertaking.

- c) *Service*: the sale by the Contractor of movable property, industrial electronic equipment and other electrotechnical equipment and their accessories and spare parts and all Goods sold on the Website on the basis of a specific contract.
- d) *Subcontractor*: a company or individual entrepreneur, natural person, who participates in the provision of services to Customers, in the conclusion or performance of a contract, or in other related activities on behalf of the Company, on the basis of a contract, commission or other legal relationship.
- e) *Employee*: a natural person who is or has been employed by the Contractor or has been previously employed by the Contractor, irrespective of his or her job title or duties.
- f) *Goods or Product*: all products distributed by the Company, including all movable goods, industrial electronic equipment and other electrotechnical devices and their accessories and spare parts distributed through the website www.lgtechnologies.hu.
- g) *Costs of equipment*: all costs related to the purchase of materials and equipment for the provision of the service, the amount of which is determined by the Contractor on the basis of the Contractor's invoice.
- h) *Delivery charge*: all costs and charges incurred for the delivery of the Product to the place indicated by the Customer.
- i) *Purchase Price*: the purchase price indicated on the Website as the price of the Product in the currency indicated on the Website.
- j) *Individual Order or Individual Contract or Individual Contract*: For the purposes of these General Terms and Conditions. The term "Contract" as defined in this Section V shall have effect throughout these Conditions.
- k) *Website*: the website at www.lgtechnologies.hu and all its subpages.
- l) *Consumer*: in Act V of 2013 on the Civil Code (*hereinafter: Civil Code*) is identical with the term defined in § 8:1(1)(3).

II. Subject of the contract

The Company undertakes, against payment of a purchase price and a delivery charge, to deliver the Goods specified and described in the contract concluded under the terms and conditions set out below, under a Individual Contract following an individual order, to the Customer or a third party designated by the Customer, at the postal address specified by the Customer.

The Customer undertakes to pay to the Contractor, against invoice, the Purchase Price and the Delivery Fee set out in the Specific Contract prior to delivery for the Product supplied by the Contractor.

III. Contractor's obligations

1. The Contractor shall, on the basis of the Individual Contract concluded on the basis of the present General Terms and Conditions, deliver to the Customer the Product specified in the Individual Contract against payment of the purchase price at the agreed delivery time and transfer the ownership of the Product to the Customer.

2. The Contractor shall, unless otherwise provided in the Single Contract, deliver the Products to the Customer within ninety days of the date of the Single Contract. The Product shall be deemed to have been delivered when the Product has been taken over by the Customer or a person living in the same household as the Customer or any other person authorised to receive the Product, the Customer's agent, a person at the address, registered office or place of business indicated by the Customer or an employee of the Customer or when the Product has arrived at the collection point indicated by the Customer.
3. The Contractor shall not be liable, and therefore shall not be liable for any resulting damage, if the carrier delivering or handing over the Product damages or loses the Product or hands over the Product to the wrong address or to a person not entitled to receive it.
4. If the Contractor is in default with the delivery of the Product in the performance of its obligations under the Single Contract, the Contractor shall be entitled to a 30-day grace period beyond the time limit specified in the Single Contract or in these General Terms and Conditions by notifying the Customer by e-mail, and the Customer shall not be entitled to exercise its right of withdrawal or other claim based on default against the Contractor within this grace period.
5. If the Contractor is in default in the performance of its obligations under the Specific Contract and the Contractor has not requested a grace period or the grace period has expired without result, the Customer shall notify the Contractor in writing to deliver the Product within 15 days of receipt of the notice, the Contractor shall not be in default in the absence of such notice, or the Contractor shall be in default only if the notice specified in this clause 11. The Parties shall exclude any delay on the part of the Contractor prior to the expiry of the period of notice referred to in this Clause.
6. If the Product is defective upon delivery or does not meet the quality requirements described in the Specific Contract, the Customer shall provide the Company with a warranty of replacement or repair, and the Company shall replace or repair the Product within 60 days, and the Customer shall have the right to withdraw from the contract only on the day following the expiry of this 60-day period. The Parties shall exclude the Contractor's liability for damages resulting from defective performance, defective Product supply and the Customer's failure to request the Contractor to repair or replace the defective Product within 60 days. The Contractor shall be liable for damages only in respect of damage caused intentionally and, if the damage results from the supply of a defective Product, the Contractor shall be liable for damages only if the Customer has requested the Contractor to repair or replace the Product but the Contractor has failed to do so or has again supplied a defective Product. The Parties stipulate that in the event of a defective Product, the Contractor shall be entitled to decide whether to repair or replace the Product.
7. If the Product does not contain the correct quantity at the time of delivery (*hereinafter referred to as a "Quantity Shortage"*), the Customer shall notify the Company immediately and the Company shall make up the shortage affected by the Quantity Shortage within 60 days.

8. The Contractor shall be entitled to use subcontractors or intermediaries for the performance of individual contracts, however, if the person or company delivering the Product is delayed in the delivery of the Product, the Contractor shall not be liable for such delay or failure.
9. The Contractor shall be liable for any damage caused intentionally by the Contractor or its employees or agents or subcontractors, and the Contractor shall not be liable for any damage caused unintentionally. The Contractor shall not be liable for defects and damage resulting from improper use, improper handling of the goods, resulting from or in connection with the activities of the Client or caused by third parties outside the Contractor. The Contractor shall not be liable for any damage in excess of ten times the purchase price specified in the Individual Contract, but not exceeding HUF 5 million, and shall not be obliged to compensate for any damage in excess of this amount.

IV. Obligations of the customer

1. The Customer is obliged to provide the personal identification data required for the conclusion of the Individual Contract, in particular his/her name, address or registered office, in the case of a natural person his/her mother's name, place and date of birth, in the case of a legal person the registration authority and registration number correctly and accurately during the registration (*hereinafter: Registration*). The Customer is obliged to complete the Registration via the Website prior to the purchase and to provide correct and accurate data, failing which the Customer shall be liable for any defective performance or non-performance, and the Company shall be entitled to withdraw from the Individual Contract by unilateral declaration, with the right to deduct the costs incurred from the purchase price and to refund the excess to the Customer.
2. The Customer is obliged to pay the purchase price and delivery charges in advance at the same time as placing the Order via the Website, which shall be referred to as an advance payment (*hereinafter referred to as "Advance Payment"*). The Advance Payment shall be included in the purchase price. The Advance Payment, which shall be equal to the total amount of the Purchase Price, shall be deemed to be the Purchase Price paid upon acceptance of the Purchase Order.
3. The Customer shall pay the full amount of the purchase price, the cost of the Equipment and the delivery charge.
4. The Customer shall provide the Contractor with all information necessary for the performance of the Contractor's obligations under these GTC and the Specific Contract, in particular the exact address for the delivery of the Product. The Contractor shall not be liable for damages and shall not be liable for any incidental liability if the Customer fails to provide the Contractor with the information and cooperation necessary for the proper delivery of the Product.
5. If the Individual Contract is concluded, but the Customer becomes unavailable to the Contractor, does not contact the Contractor for 14 days, or the Product

does not accept the parcel, the parcel is not searched for, or the parcel is returned to the Contractor with an unknown addressee, the Contractor may terminate the Single Contract and the Customer shall pay the Contractor a penalty of 50% of the purchase price, after deduction of the delivery costs and other costs stipulated in the Single Contract, provided that the Contractor shall be entitled to recover the amount of the penalty from the purchase price, and the Contractor shall return the excess amount to the Customer, and in the event of termination of the Individual Contract by the Contractor, the penalty shall be due on the day following termination.

6. The Customer shall be liable for any damage caused to the Contractor or its Subcontractors by the Customer, its employees or agents, or third parties living in the same household or having a contractual relationship with the Customer.
7. The Customer shall pay the purchase price, the fees for equipment and delivery charges by bank transfer, credit card payment or other payment method provided on the Website and take delivery of the Product.
8. The Customer acknowledges that the product description, instructions for use and the mode of use resulting from the characteristics and intended use of the Product must be followed, and the Customer shall be liable for any use deviating from these.

V. Individual order and creation of an individual contract

1. *Unique Order or Order*: the conclusion of an individual contract requires an order by the Customer, which can be placed electronically on the Website after registration, an individual order is considered if the Customer, after registration, marks the Product or Products displayed on the Website through the webshop operated on the Website, "adds to cart" and sends or finalizes the order. A Customer who is not a consumer may not withdraw from an Individual Order.
2. *Individual Contract*: The Individual Contract is concluded upon the acceptance of the Individual Order by the Contractor, which may be the confirmation of the Order by e-mail, the date of conclusion of the Individual Contract being the date of sending the confirmation e-mail or acceptance declaration.
3. If the Contractor does not confirm or accept the Order within 7 days, the Parties shall be deemed to have not accepted the Order and the Individual Contract shall not be concluded.
4. If the Contractor is unable to deliver to the Customer after the order has been placed, the Contractor shall be entitled to withdraw from the Single Contract and return the purchase price on the ninetieth day after the delivery date, and the Customer shall not be entitled to claim any further compensation or damages from the Contractor in the event of such withdrawal.

VI. Product price and other charges

1. The Company will indicate on the Website the purchase price of each product, which is expressed in the currency indicated next to the price on the Website.
2. The Company shall provide the amount of the delivery charge based on the data provided during the Individual Order and registration, which the Company shall be liable for the correctness of only if the Customer has provided all the necessary information correctly.
3. If, despite all due diligence on the part of the Company, an incorrect price is displayed on the Website, or a price of "0" EUR or "1" EUR due to a system error, or a price lower than 30% of the average market price of the Product, the Company is not obliged to confirm the order at the incorrect price, or fulfil the Individual Contract, but may reject the offer, withdraw from the Individual Contract without notice and offer to confirm the correct price, in the knowledge of which the Customer shall have the right not to accept the revised offer. Incorrect price means a price at which the Contractor does not have the contractual will to enter into the Contract. Pursuant to Act V of 2013 on the Civil Code (Civil Code), a contract is concluded by the mutual and consensual expression of the will of the parties. If the parties cannot agree on the contractual terms, i.e. if there is no mutual and unanimous expression of the will of the parties, there is no valid contract, which would give rise to rights and obligations.

VII. Termination of the contract or withdrawal by a non-consuming Customer

Unless otherwise provided for in the individual contract, the GTC or by law, the parties shall not be entitled to terminate the Individual Contract concluded under this GTC by notice of termination or withdrawal in the absence of serious breach of contract. In the event of termination of the Individual Contract, the Parties shall settle accounts with each other, in which case the Customer shall bear the delivery charges.

VIII. Miscellaneous

1. By entering into the Individual Contract, the Customer undertakes that it will not, either during the term of the legal relationship or within 5 years of its termination, deal directly with any employee, former employee, agent or subcontractor, formerly an agent or subcontractor, or supplier of the Contractor, or indirectly, enters into a business, agency, contractor or employment relationship with the Contractor for the performance of the same or a similar activity, in breach of which the Customer shall be liable as an employee, agent or subcontractor 9.000.000.000,- HUF, i.e. nine million HUF, shall be payable to the Contractor. In relation to this paragraph, the Parties shall, inter alia, indirectly

the case where the Employer, a member, a manager or a close relative of a member, a manager or a close relative of a member, or a company owned by such persons, enters into a contract with an employee, former employee, agent or subcontractor, formerly an Employee or subcontractor, shall be considered as a creation of a legal relationship.

2. The Contractor shall immediately notify the Customer of any circumstances that jeopardise or prevent the effectiveness or timely completion of the undertaking. In the event of failure to notify or delayed notification, the consequences thereof shall be borne by the Contractor.
3. The Client and the Contractor shall keep any business secrets that come to their knowledge, and any information or data that comes to their knowledge during the performance or preparation of an individual contract shall be considered business secrets.
4. In matters not regulated in this document, the Civil Code and the Hungarian legislation in force shall prevail, and the Hungarian courts shall have exclusive jurisdiction over any legal relationship arising under this GTC. The issues not regulated in these GTC and the interpretation of these GTC shall be governed by Hungarian law, in particular with regard to the provisions of Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Act on electronic commerce), and the provisions of Government Decree 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses.

IX. Different and specific provisions for consumers

1. The Company shall inform the Consumer Customers of the following information:
 - a. Company details: **LG TECHNOLOGIES Korlátolt Felelősségű Társaság** (registered office: 2161 Csomád, Levente utca 14. A. building A., company registration number: 13-09-231888, tax number: 24376004-2-13, statistical number: 24376004-3314-113-15, registry no: Budapest District Court of Appeal, telephone +36 70 563 0493 e-mail: onlinesales@lgtechnologies.hu)
 - b. The Contractor shall perform the services under the terms of the Individual Contract concluded in accordance with these GTC, provided that the Customer has fully performed its contractual obligations,
 - c. The Company shall not be entitled to change the purchase price after the conclusion of the Individual Contract, and shall apply the prices indicated on the Website to the products ordered.
 - d. The Company shall be liable to the consumer for the service in accordance with the provisions of Government Decree 151/2003 (IX.22.) on the mandatory warranty for certain consumer durables, the duration of the warranty shall depend on the amount and the purpose of the contractor's fee paid for the service, the Company informs the Customer that the toys it sells on the Website are not covered by the provisions of Government Decree 151/2003 (IX.22.) on the mandatory warranty for certain consumer durables.(IX.22.) Government Decree No. 151/2003 (IX.22.) on the mandatory guarantee for certain consumer durables, "*children's swings, slides and similar toys for indoor and outdoor use at a selling price of HUF 10 000 or more*", and therefore the Contractor is under a mandatory guarantee.

In addition, in the case of products covered by Government Decree 151/2003 (IX.22.) on the mandatory warranty for certain consumer durables, listed in Annex 1, the warranty period is:

- i.)* one year for a sale price of HUF 10 000 or more but not more than HUF 100 000,
- ii.)* two years for a sale price exceeding HUF 100 000 but not exceeding HUF 250 000,
- iii.)* Three years above the sale price of HUF 250 000.

- e. The Consumer may lodge a consumer complaint in writing by post addressed to the registered office of the Company, with legal effect, which the Company shall deal with within 30 days.
 - f. The Customer, who is a consumer, may exercise the right of repair or replacement in the first place.
 - g. The consumer has the right to address his/her consumer complaint to the conciliation body of the Chamber of Commerce and Industry, the Pest County Chamber of Commerce and Industry, address: **1055 Budapest, Balassi Bálint u. 25, 4th floor, 1055 Budapest**, e-mail: pmbekelteto@pmkik.hu
2. The consumer has the right to withdraw from the Individual Contract or Individual Order within 14 days of receipt of the Product by post or e-mail addressed to the Company at the registered office specified in these General Terms and Conditions, without giving any reason, in which case the Customer shall be liable for the delivery and return delivery and packaging charges.
3. The Consumer is entitled to withdraw his Order before the acceptance of the Price Offer without being bound by the Offer.

Csomád, 2024. 11.04.