

## **TEQ™ SHOP GENERAL TERMS & CONDITIONS**

The present TEQ™ SHOP General Terms & Conditions (hereinafter the 'Terms & Conditions') are applicable to all electronic commercial transactions for the purchase of products available at [www.teqshop.com](http://www.teqshop.com) (the **Webshop**), operated by TEQBALL Kft. By using the Webshop, you agree to be fully bound by the present Terms & Conditions.

### **1. Definitions**

Throughout the present Terms & Conditions, the words listed in this clause, as well as their grammatical equivalents and derivatives, shall have the meanings defined in this clause, whether or not they are capitalized.

<b>Webshop</b>	the webpage available at: <a href="http://www.teqshop.com">www.teqshop.com</a>
<b>Terms &amp; Conditions</b>	the present "TEQ™ SHOP General Terms & Conditions", including any schedules, annexes thereof as well as any future modifications, corrections, and amendments thereto
<b>Privacy Policy</b>	Seller's Privacy Policy available at: <a href="http://www.teqshop.com/privacy-policy">www.teqshop.com/privacy-policy</a>
<b>Applicable Law</b>	laws, regulations, obligatory rules issued by national legislative bodies, the government or other professional entities, relating to the subject matter of the present Terms & Conditions and/or the Sales Contracts, in force in Hungary and the European Union, to the exclusion of international sales treaties (such as the CISG)
<b>Customer / You</b>	the person using the Webshop and/or submitting an Order through the Webshop
<b>Consumer</b>	any natural person Customer acting for purposes which are outside his trade, business or profession
<b>Force majeure</b>	an event fulfilling the following cumulative conditions: (a) independent of the will of a Party, (b) unforeseeable by a wary business person in similar circumstances, (c) insurmountable by a wary business person in similar circumstances;
<b>Order</b>	the order submitted by the Customer through the Webshop for purchasing Products
<b>Party / Parties</b>	either the Customer or the Seller or the Customer and the Seller jointly
<b>Purchase Price</b>	The price offered on the Webshop for the purchase of a Product, including VAT.
<b>Purpose</b>	Offering to purchase / sale by Seller, and purchasing by Customer of Products. Sale is exclusive to end users. Neither Party shall act in the name of or on behalf of the Party, working as an employee of the other Party, act as a distributor of the other Party.
<b>Sales Contract</b>	the sales contract formed when an Order is accepted by the Seller, the terms of which shall be deemed to integrate the terms of the present Terms & Conditions
<b>Seller / We / Us / / TEQBALL Kft. / Teqball</b>	the entity defined in Section 3 of the present Terms & Conditions. Seller may execute its obligations through subcontractors, agents, the members of its group companies and/or its distributors. TEQBALL Group members are in no case responsible for the performance by Seller hereunder.
<b>TEQBALL Group</b>	Teqball Holding S.à r.l. (a company registered in Luxembourg at the RCS Luxembourg under n° B191050, having its registered address at 44 avenue John F. Kennedy, 1855 Luxembourg, Luxembourg) and any company that Teqball Holding S.à r.l. owns (through 50% or more of the issued share capital) or controls (through the ability to appoint 50% or more of the officers)
<b>Product(s)</b>	the product(s) available for purchase on the Webshop. Product is accompanied by any required accessories, manuals, and packaging materials
<b>Guarantee Period</b>	The Guarantee Period (where applicable) is indicated on each Product's product page.

### **2. Use of the Webshop**

- 2.1. The Webshop may only be used by persons accepting the present Terms & Conditions and the processing of their personal data in accordance with the Privacy Policy. If Customer does not wish to accept the terms of the present Terms & Conditions and the Privacy Policy, they will not be able to purchase the goods and/or services offered on the Webshop.
- 2.2. Customer shall refrain from performing, or attempting to perform, any activity which infringes with the proper functionality of, and/or safety of the data stored on, the Webshop or any associated servers or technical infrastructure, including, but not limited to:
  - hacking;
  - penetration testing;
  - overload associated servers;
  - tamper with security mechanisms;
  - decompile, reverse engineer, decode or otherwise reveal any code that is not visible through the default version of mainstream consumer web browsers;
  - sniff information transiting to/from/through the Webshop.
- 2.3. Seller excludes all liability for:
  - any malfunctions of the Webshop and the consequences thereof;
  - any malfunctions of the internet network, and any resulting hindrances of the use of the Webshop, and the consequences thereof;
  - the loss of data, loss, non-arrival, or delay in the arrival of, e-mails and other messages submitted through the Webshop, and the consequences thereof;
  - e-mails ending up in the spam/promotion or other similar folder of the recipient due to the oversensitivity of the spam filter either on Customer or on Seller's side, the consequences thereof;

- any malfunctions, either on the sending, or the receiving end of, any communicational channels used by Customer and Seller, and the consequences thereof;
- any malfunctions of any software used in relation to the purchase on the Webshop, and the consequences thereof;
- the inability to use Webshop due to incompatibility with any hardware, software, or operating system;
- the conduct of the users (Customers) of the Webshop;
- the content of advertisements or any other promotional materials placed on the Webshop by third parties;
- the information or content available on the websites of third parties accessible from the Webshop via links;
- any damage incurred as a result of the practical implementation of the information available on the Webshop;
- any damage incurred as a result of viruses, bugs or malware;
- any other damage incurred as a result of using of the Webshop.

### 3. **Seller's information**

Customer's contracting partner, the Seller, and the operator of the Webshop is:

Corporate name: **TEQBALL Kft.**

Registered seat: Expo tér 5-7., 1101 Budapest, Hungary

Postal address: Expo tér 5-7., 1101 Budapest, Hungary

Company registry number: 01-09-174699

Registering authority: Fővárosi Törvényszék Cégbírósága (Company Registry Court of the Budapest-Capital Regional Court)

Registering authority's address: Nádor utca 28., 1051 Budapest, Hungary

Tax number: 24390305-2-42

Community tax number: HU24390305

Statistical number: 24390305 3230 113 01

#### **Customer Service:**

For inquiries related to the purchase of TEQ™ tables:

E-mail address: [info@teqshop.com](mailto:info@teqshop.com)

If you contact Seller on the abovementioned customer service e-mail address, and provide your phone number in the inquiry, or your phone number is already available to Us, and the nature of the inquiry requires, or is facilitated by, contact via phone, we make our best effort to contact you via phone as well.

For inquiries related to the purchase of Products OTHER than TEQ™ tables:

E-mail address: [merchandise@teqshop.com](mailto:merchandise@teqshop.com)

Phone number: +36 1 617 5131

Customer Service related to Products other than TEQ™ tables is handled by Creals.com Kft., Seller's partner responsible for the delivery of such Products (see Section 10.4.), in cooperation with Seller.

### 4. **Contracting Principles**

- 4.1. Warranted Characteristics:** The Parties are entering into the Sales Contract on reliance of the warranted characteristics below. Seller may request copies of documents substantiating these characteristics. Without prejudice to any other remedies, Seller may annul or terminate the Sales Contract, at Customer's expense, upon learning that any of these warranted characteristics is not met.

If Customer is a natural person (Consumer), they warrant that it is of sufficient legal age in the country in which they have entered into the Sales Contract to be able to validly enter into a Sales Contract, or, if otherwise, they have acquired the necessary consent of a parent or guardian. The Seller is not obliged to, and is, for practical reasons, precluded from the possibility to verify Customer's age and whether the above conditions are met, therefore, the related liability lies entirely with Customer.

If the Webshop allows for legal entities to purchase then such Customer warrants that it is entering into the Sales Contract as an independent professional with an already existing business not dedicated primarily to the sale or distribution of the Products and not as a consumer, employee, or agent. Customer further warrants that it has all the resources, administrative authorizations, and professional qualifications to execute its obligations under the present Terms & Conditions and/or a Sales Contract.

Customer warrants that its execution of the obligations or requirements under the present Terms & Conditions and/or a Sales Contract do not and will not violate any other contract to which it is bound or any provisions of Applicable Law or local law.

- 4.2. Entire Agreement:** With respect to its subject matter, the present Terms & Conditions and/or a Sales Contract constitute the entire agreement between the Parties and supersedes all previous negotiations, agreements, and commitments between them, whether oral or written, and in particular any Customer general terms of purchase.
- 4.3. Modifications:** The present Terms & Conditions can be modified by Seller at any time at Seller's discretion, without notice. Any modification of the present Terms & Conditions affect the use of the Webshop and the purchases made only after the publication of the modified Terms & Conditions on the Webshop.
- 4.4. Severability:** If any term of the present Terms & Conditions and/or a Sales Contract is invalid, void, or unenforceable, the Parties agree that the other provisions therein shall remain binding between them. If such remaining terms are insufficient to organize a workable contractual relationship achieving the Purpose, the Parties shall substitute clauses

that achieve this result and that are as close as possible to the original terms.

## **5. Product characteristics & availability**

- 5.1. All relevant information related to the Products, such as their characteristics, technical parameters, and the applicable Purchase Prices are indicated to Customer on the product page of the given Product. Should you have any questions regarding a certain Product, we are kindly at your disposal at the Customer Service contacts indicated in Section 3.
- 5.2. If stock availability is indicated on the product page, such indication is merely for informational purposes. Seller does its best to present up-to-date information on the availability of the Products, however, due to the constant and quick changes in stock availability, it cannot warrant the accuracy of the presented information. For information on payments effectuated in relation to purchases of Products having run out of stock during the ordering/payment process, see Section 9 below.

## **6. Purchase Prices**

- 6.1. Purchase Prices include VAT but, unless otherwise indicated on the Webshop, exclude shipping costs, which will be indicated to Customer separately, and will be added to the Purchase Price upon checkout.
- 6.2. Purchase Prices are subject to change at any time at Seller's discretion. Such changes are applicable from the time the modified amount appears on the Webshop, however, such changes do not affect the Orders which Seller has already accepted in accordance with Section 7.3.
- 6.3. If an incorrect Purchase Price is indicated in the Webshop, Seller is not obliged to sell the given Product at the incorrect Purchase Price, even if it has already accepted the Order. A Purchase Price shall be considered incorrect if there is any typographical, clerical or other accidental error, or it is, due to either technical or human errors, obviously false and unreasonable, since it significantly differs from the well-known, generally accepted price of the given product type or that of similar products.

Upon noticing the error, Seller shall notify Customer thereof, and offer to Customer to sell the Product at the corrected Purchase Price, in which case Customer shall be entitled to cancel the Order and get a full refund of all payments made in consideration of the Products, including shipping costs. If Customer accepts the corrected Purchase Price, but payment of the incorrect Purchase Price has already been performed, Seller shall inform Customer how it can perform payment of the remainder of the corrected Purchase Price.

## **7. Ordering Process**

### **7.1. Selection of the Products, Checkout, Correction of Data Entry Mistakes**

Customer can select the Products they wish to purchase by adding them to the virtual cart by selecting the quantity of the given item on the product page and clicking on "Add to cart". A Cart pop-up window automatically opens, indicating that the Product has been added to the cart. The pop-up window can be closed by clicking on the "X" in the top right corner, or clicking anywhere outside of the pop-up window. Customer can also access the cart directly from this pop-up window by clicking on "View cart", and can also proceed directly to checkout by clicking on "Checkout." The virtual cart (the "My Cart" page) can also be opened separately, by clicking on the cart icon found on the top right corner of the page.

On the "My Cart" page, the number of each Product placed in the cart can be changed under the "Qty" menu individually, and each Product can be removed entirely from the cart by clicking on "Remove". The quantity of a Product in the cart can also be modified by clicking on "Edit", then setting the new quantity under the "Qty" menu and then clicking on "Update". Also, upon opening the "Edit" page, by clicking on "View full details", Customer is redirected to the product page. Subtotal Purchase Price, shipping cost, and Estimated total price (including VAT) is also indicated on the "My cart" page.

To submit the Order, Customer first needs to proceed to the checkout page by clicking on "Checkout" on the "My cart" page. On the "Checkout" page, Customer is requested to fill out their contact information, shipping information, and, if different from the latter, their billing information. The contact, shipping, and billing information of Customers with an existing user account who start the shopping process while already logged in is automatically filled out, with the possibility of modification. Also, such Customers with an already existing user account who have started the shopping process while not yet being logged in can log in at the beginning of checkout by clicking on "Sign in", in which case their contact, shipping, and billing information is also automatically filled out, with the possibility of modification.

If finished with the setting of all order details and providing all necessary contact, shipping, and billing information, Customer can proceed to select the desired method of payment by clicking on "Continue to payment method". On the next page ("2. Pay"), Customer can choose between regular (lump sum) payment, and (if allowed by the Webshop) split payment in 12 instalments ('Buy Now Pay Later'). At this point, Customer can still modify the contents of their cart in the same way as described above, in the "Order details" window simultaneously present on the Checkout page throughout the entire checkout process.

After selecting the desired method of payment, Customer can review all details of their order on the following "3. Review" page, available upon clicking on "Continue to review". Once the "3. Review" page is open, Customer no longer has the ability to modify the contents of their cart on the separate "Order details" window itself, but Customer can nevertheless return to any of the previous pages (i.e. "1. Adresses" and "2. Pay") by clicking on the "Edit" function indicated next to the name of each such page.

If Customer has a Promo Code, they can, until proceeding to the payment page (see Section 7.2.), enter such Promo Code anytime on the "Order details" page on the right, in the "Apply a Promo Code" window, then click on "Apply" to validate such Promo Code. If the Promo Code provided is valid, the Estimated total price will be modified accordingly. If the Promo Code provided is invalid, Customer is notified thereof in a pop-up window.

Upon the final review of the order, Customer is requested to declare that they have read and accept the present Terms &

Conditions and the Privacy Policy in a checkbox. Customer cannot proceed to the payment page without such declaration.

## **7.2. Purchase Order Submission**

After the abovementioned final review of the order details, Customer can proceed to the payment page by clicking on "Buy Now". No modifications to the purchase details can be made after opening the payment page. Customer can provide their payment information on the payment page and finalize their order by clicking on "Pay Now". Clicking on "Pay Now" substitutes a legally binding statement by implicit conduct entailing an obligation to pay the Purchase Price. Payment is processed by a payment service providers independent of Seller, as detailed in Section 8.3.

Orders are validly submitted upon receipt of the Order by Seller. A validly submitted Order forms a binding offer to purchase the Products. Seller will confirm receipt of the order to Customer without delay by electronic means. Customer is released from their contractual commitment and therefore cannot be obliged to perform the Sales Contract if they do not receive electronic confirmation of the receipt of the Order.

Please note that confirmation of the receipt of the Order is merely for informational purposes, and does not in itself constitute acceptance of the Order by Seller or result in the formation of a Sales Contract (see Section 7.3. below).

Please note that placing a Product into the cart does not constitute a binding offer to purchase the Product, nor a reservation of the Product, therefore, by the time Customer finalizes the Order, the Product may be purchased by other customers. Seller does not assume any liability for the resulting lack of availability of a Product. For further details, see Section 9 below.

## **7.3. Purchase Order Acceptance & Formation of the Sales Contract:**

The Sales Contract is formed upon Customer's receipt of an e-mail from Seller expressing acceptance of the Order and containing the details of shipping. Until such time, Seller reserves the right to reject an Order for objective reasons that will be indicated to Customer in an e-mail (see especially Section 9 below). Any proposed modification of the present Terms & Conditions and/or a Sales Contract, that is submitted through an Order, even if the Order itself is accepted by the Seller, shall be deemed null and void.

The Sales Contract formed is not considered a written contract, the Seller does not archive or store it, and therefore, it cannot be accessed later. The formation of the Sales Contract is only evidenced by the entirety of the electronic legal statements made in accordance with the present Terms & Conditions. From a legal perspective, submitting the Order via the Webshop is considered making a legal statement by implicit conduct. The language of the ordering process and the Sales Contract is English.

**7.4. Receipt of statements made via electronic means:** The Order and the confirmations are considered received by Seller or Customer when they become electronically available to them. Seller shall not bear any liability if statement or confirmation is not received by Customer because they have provided an incorrect e-mail address, or because, due to Customer's inbox having reached its capacity, it does not become available to Customer.

**7.5. Purchase Order Cancellation:** All valid Orders form a final and binding offer to purchase and make payment, and may not be cancelled by the Customer, except if specifically otherwise provided for by the present Terms & Conditions or the Applicable Law.

## **8. Payment & invoicing**

**8.1. Payment:** Payment can be made online by debit/credit card upon checkout.

**8.2. Buy Now Pay Later':** Customers may have the option to choose a one time offer to purchase 1 (one) Product with a split payment method, in 12 (twelve) monthly installments, at no extra charge or interest to them. This option is only available for the given Product if its product page and then consequently the checkout page indicates so. The initial amount that is payable upon checkout, the monthly installments, and the dates of charging Customer with the monthly installments are detailed in the payment details of the Checkout page.

Purchasing a Product eligible for split payment does not have any bearing on the payment of the other Product(s) in the same Order not eligible for split payment. If Customer orders a Product eligible for split payment together with other Products not eligible for split payment, upon checkout, Customer shall pay the first installment of the firstly mentioned Product, and the entire Purchase Price of the latter Product(s) immediately.

**8.3. Payment Processors:** The online payments are processed by service providers independent of Seller, acting on Seller's behalf.

### Regular (lump sum) payments

Regular (lump sum) payments are processed by:

**Escalion S.à r.l.** (44 Avenue John F. Kennedy, L-1855 Luxembourg; <https://www.escalion.com/en/>)

### Split payments ('Buy Now Pay Later' option)

Split payments are processed by:

**Splitit Capital UK Ltd.** (1 Charterhouse Mews, London EC1M 6BB, UK; <https://www.splitit.com/>)

### Payment Processors' independent data processing

Seller does not store any data Customer provides to the independent payment processors mentioned above. Such data is processed by the payment processors, in accordance with their own data procession rules.

**8.4. Transactional fees:** Any expenses (especially transaction fees) related to making payment shall be borne by Customer.

**8.5. Invoicing:** Upon handing the purchased Products over to Seller's logistical partner, Seller issues an invoice to Customer based on the billing information provided upon checkout, and sends it to Customer's e-mail address. Such invoice does not constitute an official electronic invoice, but a paper form invoice issued through remote printing. The electronically sent invoice has to be printed out in paper form by Customer to constitute an official, valid paper form invoice. It is the responsibility of Customer to carry out all such actions necessary for the printing of the invoice.

## **9. Seller's inability to deliver due to unavailability on stock**

**9.1. Seller's inability to deliver due to unavailability on stock:** Due to technical reasons, it is possible that by the time Customer effectuates payment, a given Product has already run out of stock ('unsuccessful Order'). Seller shall notify Customer via e-mail of such circumstance within 3 business days of the day on which the unsuccessful Order was placed (and therefore payment was effectuated).

**9.2. Refund of the Purchase Price:** Seller shall reimburse to Customer all payments made in consideration of such Products that it is unable to deliver due to the lack of availability on stock, including shipping costs, where applicable. Seller shall initiate refund within 3 working days of the day on which notification of the Customer of the unsuccessful Order happened in accordance with Section 9.1.

Depending on technical circumstances and the time within which refund is initiated, refund happens either in the form of deleting the blocking of the amount before it gets deducted from Customer's account and credited to Seller's account, or, if such deduction and crediting has already been effectuated, through transferring the amount back to Customer's account. Depending on the beforementioned circumstances, and on the operations of Customer's bank, actual refund (i.e. availability of the amount refunded on Customer's bank account) may take varying time. Such actual refund will typically take only a few days, but due to the aforementioned circumstances outside of Seller's control, it might take several weeks. Seller warrants only that it initiates refund within the time specified in Section 9.1., but does not assume any liability related to the time required for actual refund to be completed.

## **10. Shipping**

**10.1. Shipping:** Seller shall ship the purchased Products to the place of delivery specified by Customer upon checkout.

**10.2. Delivery date:** The expected delivery date is indicated during checkout and/or in the e-mail notifying Customer of the acceptance of their Order. The expected delivery date is subject to constant changes due to circumstances outside of Seller's control.

**10.3. Shipping costs:** Except if otherwise indicated on the product page and upon checkout, all costs related to delivery (including all fees, customs, duties and taxes related to export and import, as well as shipping insurance, where applicable) shall be borne by Customer. The shipping costs (or lack thereof) will be indicated to Customer on the product page and will be added to the Purchase Price upon checkout.

### **10.4. Performance of shipping by logistical partners**

Shipping will be performed by Seller's logistical partners acting on Seller's behalf, in accordance with the following distinction:

#### Shipping of TEQ™ tables

Shipping will be performed by:

**Schenker Nemzetközi Szállítványozási Kft. (address: Leshegy u. 30., 2310 Szigetszentmiklós, Hungary) or its subcontractors.**

#### Shipping of Products OTHER than TEQ™ tables

Shipping will be performed by:

**Creals.com Kft. (address: Nádasdy Kálmán utca 16. 2. em. 5., 1048 Budapest, Hungary), and**

**GLS General Logistics System Hungary Kft. (address: GLS Európa utca 2., 2351 Alsónémedi, Hungary) or other members of its corporate group, acting as Creals.com Kft.'s subcontractors.**

**10.5. Acceptance and facilitation of delivery by Customer:** Seller's logistical partner shall ship the Products to the place of delivery specified by Customer upon checkout. Delivery shall be carried out until front door of the delivery address. Further assistance to carry the Product inside of any premises or yard, or installment of the Product may be subject to further fees of the logistical partner. Unloading of the TEQ™ tables will be carried out by Seller's logistical partner, in Customer's presence. Customer is responsible to be available for handover at the time of delivery specified by Seller's logistical partner, and facilitate handover by all reasonable means. In case TEQ™ tables, due to the size and weight of the parcels, and the resulting nature of delivery and unloading, Customer shall also be responsible to prepare for unloading and provide all reasonable support to Seller's logistical partner.

**10.6. Seller's inability to deliver at Customer's fault:** If Seller's logistical partner cannot access the specified place of delivery, the place is not duly prepared for unloading, or Customer is unavailable for handover, Seller's logistical partner shall consider the first delivery attempt unsuccessful. Seller's logistical partner will notify Customer of such circumstance and contact Customer in order to organize for a second attempt of delivery. If the second attempt of delivery is also unsuccessful, Seller retains the right to refuse delivery and cancel the Sales Contract. In case of such cancellation, Seller shall reimburse to Customer all payments made in consideration of the Product in question, excluding the shipping costs, and any additional expenses incurred related to shipping the Product back to Seller's premises. It shall be noted that the exact delivery conditions are subject to the current undertaking and delivery conditions of the logistical partner.

- 10.7. Passing of Risk and Retention of Ownership:** The Products will be at Customer's risk from the time they are delivered over to Customer. Ownership of the Products passes to Customer upon delivery, provided that the Purchase Price is fully paid.
- 10.8. Delay in shipping:** Due to circumstances outside of Seller's control, actual shipping may be delayed compared to the expected shipping date originally indicated to Customer. Seller and/or Seller's logistical partner shall duly inform Customer of any changes in the expected shipping date.

Without prejudice to Section 17, if shipping is not performed within 90 (ninety) days of the formation of the Sales Contract, Customer shall be entitled to cancel the contract and get a full refund of all payments made in consideration of the Products, including shipping costs.

## **11. Cancellation Right of Consumers & Return Policy**

### **Scope of the Cancellation Right**

- 11.1.** Customers qualifying as Consumers have the right to cancel their purchase within 14 days from the date of delivery, without stating the reason thereof.
- 11.2.** By law, the right of cancellation does not apply to, among others:
- a product or service whose price or charge is beyond the control, and is subject to the possibility of fluctuations even during the period provided for the exercise of the right of cancellation;
  - a non-prefabricated product which has been manufactured following the consumer's instructions or at the express request of the consumer, or which is clearly personalized to the consumer;
  - perishable products or products with a short expiration period;
  - **sealed products which cannot be returned after opening for health or hygiene reasons;**
  - a product which, by its nature, is inextricably linked to another product after its transfer;
  - alcoholic beverages the actual value of which depends on market fluctuations beyond the control of the business, the price of which was agreed by the parties at the time of the conclusion of the contract of sale but which is not performed until 30 days after the date of conclusion;
  - **the sale or purchase of sealed audio or video recordings and computer software in cases where, after delivery, the customer has opened the packaging;**
  - newspapers, magazines and periodicals other than subscription contracts;
  - digital content supplied on an intangible medium, where the business has begun performance with the consumer's express prior consent, and the consumer has at the same time made a declaration to the effect that he will lose his right of cancellation.

### **Return Policy**

- 11.3.** Consumer may exercise their cancellation right within 14 (fourteen) days of the day on which Consumer or a third party other than the carrier and specified by Consumer acquired possession of
- the Product, or
  - in case of ordering several Products in one Order, the last Product, or
  - in case of ordering a Product consisting of multiple lots or pieces, the last lot or piece.

Consumer may also exercise their cancellation right between the formation of the Sales Contract and the acquisition of possession of the Products (hereinafter the 'Cancellation Period').

- 11.4.** If Seller omits to inform Consumer of their cancellation right and the rules thereof, the Cancellation Period is extended by 12 (twelve) months. If Seller provides Consumer with the abovementioned information on their cancellation right within the said twelve months, Cancellation Period shall last until 14 (fourteen) days following the day on which such information was provided.

Seller considers that it has provided Consumer with the information on their cancellation right and the rules thereof by making the present Terms & Conditions available to them before purchase, as prescribed by the Applicable Law.

- 11.5.** Consumer may exercise their cancellation right by submitting a statement of cancellation at the Customer Service contacts indicated in Section 3, within the fourteen day deadline. Consumer must indicate their Order number, item name & description, and their contact details when making the statement of cancellation. If Consumer wishes to exercise their cancellation right via e-mail, a sample statement to be filled out and attached for such purpose can be found in an Annex to the present Terms & Conditions.
- 11.6.** The cancellation right is deemed to have been exercised within the prescribed deadline if Consumer has sent (even if Seller has not yet received) their statement of cancellation before the expiration of the Cancellation Period defined in Sections 11.3-11.4.. Consumer shall have the burden of proof that they exercised their cancellation right in accordance with the present Section.
- 11.7.** If Consumer wishes to exercise their cancellation right, they must, without delay, but latest within fourteen (14) days of making their statement of cancellation, return the Product to Seller or hand it over to the person designated by Seller for that purpose, except if Seller itself has explicitly undertaken to ship the Product back. In such case, Seller shall provide all necessary information on the returning of the Product via its Customer Service.
- 11.8.** All expenses incurred in relation to returning the Product shall be borne by Consumer, except if Seller explicitly undertakes to bear such expenses. If Seller itself undertakes to (organize for the) return (of) the Product to its premises, the related expenses will be deducted from the amount to be refunded to Consumer in accordance with Section 11.11. – 11.13.
- 11.9.** Return address for TEQ™ tables

If Consumer cancels a purchase of (a) TEQ™ table(s), such Products have to be returned to Seller's premises at the following address:

**Mészárosok útja 4., 2051 Biatorbágy, Hungary**

Return address for Products OTHER than TEQ™ tables

If Consumer cancels a purchase of Products other than TEQ™ tables, such Products have to be returned to Creals.com Kft., Seller's partner responsible the delivery of such Products, at the following address:

**Kiss Ernő utca 4., 1046 Budapest, Hungary**

- 11.10.** Consumer shall, on a fiduciary basis, acting as Seller's bailee, store the Product(s) from the time it informs Seller that it is exercising its right of cancellation, until they return the Product(s) to Seller. Consumer has to return the Product(s) in their original packaging. Consumer shall be responsible for and reimburse to Seller all damages and diminishment in value resulting from a use exceeding that necessary for the examination and assessment of the nature, characteristics, and function of the Product. Seller shall be entitled to enforce its claim under the present Section by deducting such amount from the reimbursement to be paid to Consumer in accordance with Sections 11.11 – 11.13.

#### **Refund in case of cancellation**

- 11.11.** If Consumer exercises their cancellation right, Seller shall, without delay, but latest withing fourteen (14) days of receipt of Consumer's statement of cancellation, refund to Consumer all payments made in consideration of the Product, including shipping costs (except for any additional costs incurred due to Consumer having chosen a mode of shipping different from the cheapest regular mode of shipping offered by Seller, and the expenses/damages/dimishment in value specified in Sections 11.8. and 11.10.), provided that the Product had been returned safely until such time.
- 11.12.** Seller shall retain the amount to be refunded until the earliest such time that it has received the Product, or until Consumer has satisfactorily demonstrated that it has sent the Product back (including handing it over to the person designated by Seller), whichever is earlier.
- 11.13.** The refund will be performed by the same method by which payment was made.

#### **12. Statutory warranty**

- 12.1.** Customer can exercise their statutory warranty rights against Seller in accordance with Act V of 2013 on the Hungarian Civil Code, in case of lack of conformity, i.e. any deficiency in Seller's performance of its obligations under the Sales Contract.

Please note that Customer cannot exercise both their statutory warranty rights and guarantee rights (see Section 13.) in relation to the same defect.

- 12.2.** Customer can, based on their choice, exercise the following statutory warranty rights:

- request repair or replacement of the Product, except if compliance with the chosen warranty claim is impossible for Seller or it would cause disproportionate expenses to Seller in comparison to alternative warranty claims, taking into account the value of the Product had it not been defective, the severity of the breach of the contract, and the harm caused to Customer by compliance with the warranty right; or
- request a proportionate reduction of the Purchase Price paid, repair the defect themselves or have it repaired at Seller's expense, or may cancel the contract and get a full refund of the payment made in consideration of the Product, if Seller refuses to repair or replace the Product, or is unable to fulfill such obligations within a reasonable time and without adversely affecting Customer's interests, or if repair or replacement is no longer in Customer's interest. Customer is not entitled to cancel the contract in case of defects of minor significance.

Customer is entitled to switch from the statutory warranty claim they have originally chosen to another. The cost of such change shall be borne by Customer, unless it was made necessary by the Seller's conduct or for other reasons.

- 12.3.** Statutory warranty rights can be exercised within 1 (one) year of delivery of the Products. If Customer is a Consumer, statutory warranty rights can be exercised within two (2) years of delivery of the Product.
- 12.4.** Statutory warranty rights can only be exercised in relation to defects that have already been present at the time of delivery. If Customer is a Consumer, within the first 6 (six) months of delivery of the Product, Consumer is only liable to prove that they purchased the product from Seller, and Seller may be relieved from its statutory warranty obligations only if it proves that the defect was not present at the time of delivery. After six months from delivery, it falls upon Customer to prove that the defect was already present at the time of delivery.
- 12.5.** Upon discovering the defect in the Product, Customer shall submit a warranty claim without delay, via the Customer Service contacts indicated in Section 3. However, if Customer is a Consumer, notifications made within 2 (two) months of the discovery of the defect are deemed to have been made without delay. Customer shall be liable for any damage arising as a result of a late notification.

#### **13. Guarantee**

**This section only applies in relation to Products the product page of which indicates that Guarantee is provided for the Product.**

- 13.1.** Under Hungarian Governmental Decree 51/2003 (IX.22.), Seller is obliged to provide a guarantee to Customers who qualify as Consumers, in relation to certain products. Such Products covered by guarantee are specified on the Webshop, by the indication of the "Guarantee" on the product page.
- 13.2.** Consumer can exercise their guarantee rights if the Product is, at the time of its delivery to Consumer, defective, i.e. it is



(i) damaged, or (ii) otherwise does not correspond to the quality requirements specified by the product description or by law.

- 13.3.** The guarantee does not cover defects which arise subsequent to the delivery of the Product to Consumer, for example, if the defect is the result of:
- inefficient installation (except if installation was performed by Seller or a third person acting on Seller's behalf, or if the inefficient installation can be traced back to the installation manual itself being faulty)
  - improper use, negligence of the provisions of the owner's manual
  - improper storage or handling, defacing the Product,
  - elemental damage, natural disaster

- 13.4.** Consumer can, based on their choice, exercise the following guarantee rights:

- request repair or replacement of the Product, except if compliance with the chosen guarantee claim is impossible for Seller or it would cause disproportionate expenses to Seller in comparison to alternative guarantee claims, taking into account the value of the Product had it not been defective, the severity of the breach of the contract, and the harm caused to Consumer by compliance with the guarantee right; or
- request a proportionate reduction of the Purchase Price paid, repair the defect themselves or have it repaired at Seller's expense, or may cancel the contract and get a full refund of the payment made in consideration of the Product, if Seller refuses to repair or replace the Product, or is unable to fulfill such obligations within a reasonable time and without adversely affecting Consumer's interests, or if repair or replacement is no longer in Consumer's interest. Consumer is not entitled to cancel the contract in case of defects of minor significance. If Consumer requests replacement of a malfunctioning Product within 3 (three) business days of purchase (or installation, where applicable), Seller may not have recourse to the rule otherwise enabling it to refuse compliance with such request due to disproportionate expenses, but is obliged to replace the Product in question, provided that the malfunctioning impedes with the use of the Product for its intended purpose.

Consumer is entitled to switch to a different guarantee claim from the one chosen originally. The resulting cost shall be borne by Consumer, unless such switch-over was made necessary by Seller's conduct or due to other good reasons.

- 13.5.** Consumer can exercise their guarantee rights within the Guarantee Period, by submitting a guarantee claim via the Customer Service contacts indicated in Section 3. The Guarantee Period is indicated on the product page of the given Product. The Guarantee Period starts on the day Consumer acquires possession of the Product, or, if installation of the Product is performed by Seller or a third person acting on Seller's behalf, on the day of the installation. If Consumer installs the Product more than six (6) months after acquiring possession of it, the Guarantee Period shall run from the day of acquiring possession of the Product.
- 13.6.** Upon discovering the defect, Consumer shall notify Seller thereof in accordance with Section 13.5. without delay. However, notifications made within 2 (two) months of the discovery of the defect are deemed to have been made without delay. Consumer shall be liable for any damage arising as a result of a late notification.
- 13.7.** In case of repairment of the Product, the Guarantee Period shall be extended from the day of handing over for repairment by the time during which Consumer could not properly use the Product due to the defect. In case of replacement or repairment, the Guarantee Period shall recommence as regards the repaired or replaced Product or part thereof. The same rule shall be applicable in case a new defect is created as a result of repairment.
- 13.8.** All expenses related to compliance with the guarantee obligations shall be borne by Seller, unless a defect is attributable to Consumer's failure to fulfill their maintenance obligations.
- 13.9.** Guarantee rights can only be exercised in relation to defects that have already been present at the time of delivery. Defects are presumed to have been present at the time of delivery, and Seller shall be released from liability only if it proves that the cause of the defect occurred after delivery.
- 13.10.** If Seller issues a certificate of guarantee to Consumer, Guarantee rights may be exercised only in possession of the certificate of guarantee and the receipt/invoice. Seller may provide the certificate of guarantee to Consumer in paper form, or as an electronic file sent via e-mail. If Seller does not provide Consumer with a certificate of guarantee, guarantee rights can be exercised without a certificate of guarantee.
- 13.11.** Consumer's guarantee rights do not affect its other rights arising from law, especially those related to statutory warranty (see Section 12), and product warranty (see Section 14). However, Customer cannot exercise both their guarantee rights and statutory warranty rights, or both their guarantee rights and product liability rights in relation to the same defect.

#### **14. Product warranty**

- 14.1.** If Customer is a Consumer, they can exercise their product warranty rights against the manufacturer if the purchased Product is defective. Manufacturer is to be understood as anyone who manufactures or, as a distributor, places the Product on the market.
- 14.2.** A Product is considered defective if its quality does not correspond to the requirements in force at the time of manufacturer placing the Product on the market, or does not possess the characteristics indicated by the manufacturer in the product description.
- 14.3.** Consumer may demand from the manufacturer to have the Product repaired, or – if repairment is not possible within a reasonable time and without adversely affecting Consumer's interests – to provide a replacement.
- 14.4.** Upon discovering the defect, Consumer shall notify the manufacturer thereof without delay. Notifications made within 2 (two) months of the discovery of the defect are deemed to have been made without delay. Consumer shall be liable for any damage arising as a result of a late notification.



- 14.5. The manufacturer is subject to the product warranty obligations for 2 (two) years after it placed the product on the market. Non-compliance with this deadline shall result in loss of the product warranty rights.
- 14.6. It falls upon Consumer to prove that the defect was present at the time of placing the product on the market by the manufacturer. The manufacturer shall be relieved of its product warranty obligations if it is able to prove that:
- it did not manufacture or place the product on the market in the course of its business activity or its independent profession;
  - the state of scientific and technological knowledge at the time of placing the product on the market did not allow the defect to be discovered; or
  - the defect was caused by application of a law or other obligatory provisions prescribed by the authorities
- 14.7. Consumer is not entitled to exercise both their product warranty rights and guarantee rights, or their product warranty rights and statutory warranty rights at the same time in relation to the same defect. However, in case the Product is replaced or repaired under Consumer's product warranty rights, Consumer may exercise its statutory warranty rights against the manufacturer in relation to the replaced Product or the repaired part.

## 15. **Product Liability**

- 15.1. Products are manufactured to high industry and safety standards (including EN 14468-1:2015; UL 962) and Teqball constantly performs quality and safety testing to ensure that these standards are maintained or exceeded. Nevertheless, no product, especially one with heavy or moving parts, is completely risk free.

**EVEN IF A PRODUCT IS IN PERFECT CONDITION AND IS NOT DEFECTIVE, SERIOUS DAMAGE IN PROPERTY, BODILY INJURY, DETERIORATION IN HEALTH, OR DEATH MAY RESULT FROM NOT FOLLOWING THE INSTRUCTIONS IN THE OWNER'S MANUAL. IN SUCH CASE, TEQBALL AND ITS ASSOCIATED ENTITIES AND PERSONNEL DECLINE ALL LIABILITY!**

- 15.2. **IN ALL CIRCUMSTANCES, AND TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, TEQBALL DECLINES ALL POTENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE SUFFERED IN RELATION TO THE PRODUCT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH BEFOREHAND.**

Without prejudice to Customer's right to exercise its product liability rights at court, product liability claims may be submitted via the Customer Service contacts indicated in Section 3, substantiated by documentary evidence recorded within 5 (five) calendar days of the same date.

## 16. **Other Liability**

- 16.1. Without prejudice to Section 15. above, and relevant provisions of the Applicable Law, no claim for compensation for damages shall be made against Seller, except for damages which are the result of Seller's intentional or grossly negligent breach of its obligations.
- 16.2. Seller shall not be liable for consequential damage or loss (including, but not limited to, loss of sales, loss of profit, loss of revenue, loss of data, anticipated savings, loss of goodwill, business interruption, reputational damage, legal fees) under the present Terms & Conditions and/or a Sales Contract, even if it has been advised of such possibility.
- 16.3. Seller shall not be liable for any breach of its obligations, especially a delay in shipping, which is the result of Customer having provided inaccurate or false information.
- 16.4. In any event, the Parties agree that Seller's maximum liability under or related to the present Terms & Conditions and/or a Sales Contract is limited to the Purchase Price, unless such limitation is precluded by the Applicable Law.

## 17. **Force Majeure & Inability to perform due to other Party's breach**

A Party's obligations effected by an event of Force Majeure or the other Party's breach of its own obligations are suspended for the duration of such even or breach.

## 18. **Handling of Complaints & Consumer Protection**

### Direct complaints

- 18.1. If Customer has any complaints in relation to their Order, the Sales Contract, or generally, Seller's related conduct, it can submit a complaint via the Customer Service contacts indicated in Section 3.

### Procedure of the Conciliation Board

- 18.2. In case the dispute between a Customer qualifying as a Consumer and Seller is not resolved upon a direct complaint, Consumer may initiate the procedure of the locally competent conciliation board.
- 18.3. The conciliation board on territory of local competence of which:
- Customer has its official address or place of habitual residence;
  - Seller has its registered seat; or,
  - if Customer chooses a different conciliation board, the conciliation board of its choice shall have competence to the procedure.
- 18.4. The conciliation board with local competence based on Seller's registered seat is:

#### **Budapesti Békéltető Testület (Budapest Conciliation Board)**

Address: 1016 Budapest, Krisztina krt. 99.

Postal address: 1253 Budapest, Pf.:10.

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Online dispute resolution through the European Consumer Centres Network (ECC)

- 18.5.** In case of cross border disputes relating to online sales contract between consumers resident in the EU and a trader established in the EU, Customer may initiate an electronic dispute resolution procedure.
- 18.6.** The online dispute resolution platform can be accessed at the following link: <http://ec.europa.eu/odr>.
- 18.7.** Following the abovementioned website's instructions, Customer can electronically submit a claim with the Hungarian ECC, resulting in the procedure of the locally competent conciliation board.

Filing a claim with the Hungarian consumer protection authority

- 18.8.** If Customer alleges a breach of his rights prescribed by law, it can initiate a consumer protection procedure at the competent governmental office with local jurisdiction. The authority on the territory of local competence of which:
- Customer's address or place of habitual residence, or lack thereof, notification address is; or,
  - the breach of Customer's rights was committed,
- shall have competence to the procedure.

**19. Intellectual Property**

- 19.1.** Customer acknowledges that the Webshop and its entire content (including, but not exclusively, pictures, videos, other graphic representations, descriptions, databases, or the general layout and design) are TEQBALL Group's intellectual property protected by copyright. Furthermore, Customer acknowledges that the Webshop's content include certain elements protected by, especially, but not exclusively, trademarks and designs, all rights to which are held by TEQBALL Group (hereinafter jointly referred to as: TEQBALL IP).
- 19.2.** Visitor shall use Webshop strictly for the purpose of gaining information on, and purchasing, Products, in accordance with the present Terms & Conditions, and any applicable legal provisions protecting the TEQBALL IP. Visitor shall not reproduce, disseminate, copy, modify, edit, improve, adapt, translate, multiply, integrate into or extract the entire content or any part of Seller's IP, create derivative work therefrom, publicly perform or display, make available, broadcast, transmit, sell, distribute or communicate it to the public or third parties, or use the TEQBALL IP in promotional or marketing materials, press releases, public announcements or advertisements, unless such usage is specifically allowed by Seller, or if otherwise provided for by any applicable legal provisions protecting the TEQBALL IP. Customer shall not contest, dispute, challenge, oppose or seek to cancel the TEQBALL Group's right, title, or interest in or to TEQBALL IP. Customer shall not apply for registration of the TEQBALL IP or intellectual property substantially similar, in whole or in part, thereto.

**20. Data protection**

The processing of Customer's personal data in relation to the use of the Webshop and the purchase of Products in accordance with the present Terms & Conditions is governed by Seller's Privacy Policy available at: [www.teqshop.com/privacy-policy](http://www.teqshop.com/privacy-policy)

**21. Governing Law & Jurisdiction**

**21.1. Applicable Law**

The present Terms & Conditions and/or the Sales Contract, all matters arising from it, including disputes, and the relationship of the Parties relating to this Terms & Conditions and/or the Sales Contract, are governed by the Applicable Law.

**21.2. Venue & Injunctive Relief**

Without prejudice to any applicable law allowing a Consumer to choose a different venue, the Parties submit to the exclusive jurisdiction of the competent courts in Hungary for all proceedings relating to the present Terms & Conditions and/or a Sales Contract, all matters arising from it, including disputes, and the relationship of the Parties relating to the present Terms & Conditions and/or a Sales Contract.

Nevertheless, the Parties recognize that a breach of the present Terms & Conditions and/or a Sales Contract may cause irreparable harm a Party and that actual damages may be difficult to ascertain or inadequate in such cases. Both parties thus have the right to enforce the present Terms & Conditions and/or a Sales Contract by injunction, specific performance, or other equitable relief, without a requirement to prove actual damages and without prejudice to any other rights and remedies that the Parties may have otherwise.

**ANNEX to the TEQ™ SHOP Terms & Conditions**

**Sample statement of cancellation for consumers**

(Fill out and return only in case of intention to cancel the contract)

Recipient:

I, the undersigned hereby declare, that I am practicing my right to cancellation in respect of the purchase of the following product(s):

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

Time of acquiring possession of the product(s):

Consumer's name:

Consumer's address:

Consumer's signature (only in case of statements made on paper):

Date: