

GENERAL TERMS AND CONDITIONS

These general terms and conditions contain the rights and obligations of **4N Gastronomy Limited Liability Company** (registered office: H-1155 Budapest, Rákos út 102, 10th floor, door 64, represented by Ibolya Csahók, tax number: 25726282-2-42, registration authority: Company Registry Court of Budapest–Capital Regional Court, bank account number: 12100011 -17954011 hereinafter: Stand Restaurant) as well as the rights and obligations of the customer using the services provided by Stand Restaurant on this website (www.stand25.hu).

Before finalising the order placed on the website www.stand25.hu, the customer is obliged to get acquainted with the provisions of these GTC. Prior to this online purchase, the customer accepts the provisions of these GTC and these GTC form part of the contract between the customer and the Stand Restaurant.

The Stand Restaurant, therefore, asks the customer to save and/or print these GTC before sending their order. A contract concluded shall be deemed a written contract. The language of the contract: Hungarian.

Name of hosting provider: Digital Peaks Bt. registered office: 1157 Budapest, Zsokavar Street 2.
contact: hello@digitalpeaks.hu

I. Use of this site

1. Anyone who expressly accepts these Terms and Conditions is entitled to use the services of this website. Eligibility to use the services on this website is not conditional on separate registration as a user on this website.

2. If the customer decides to make a purchase on this website, they will provide their last name, first name (company name), as well as the billing address to which they will expect to receive the product they ordered. The Stand25 hereby warns the customer that during the purchase, the customer's telephone number or e-mail address must also be provided in order to fulfil the order correctly. At the time of purchase, other comments ("order notes") may also be included by the customer.

3. The Stand25 hereby requests the customer to ensure the accurate and error-free presentation of the data during any orders. The Stand25 does not accept and expressly excludes any liabilities for any delays, performance errors and difficulties resulting from details inaccurately entered by the customer.

By placing an order, the customer acknowledges that the Stand25 is entitled to pass all damages and costs resulting from the customer's incorrect data entry and inaccurate data on to the customer. Stand Restaurant excludes its liability for fulfilment based on inaccurate data entry. Please note that entering an inaccurate e-mail address or full mailbox storage can result in a lack of confirmation of delivery, and therefore may prevent concluding the contract.

4. Stand25 hereby requests the customer not to make the purchased and downloaded gift voucher available to unauthorized persons. The Stand25 does not accept any liabilities for any cases and any damages resulting therefrom if the purchased voucher does not become available to unauthorized persons due to the wrongful conduct on the part of the Stand25.

5. The Stand25 informs the customer that it manages and stores the data provided by the customer and specified in point 2 above in accordance with the relevant legal regulations, only for the purpose of fulfilling the concluded contract and only for the period specified in the legal regulations.

6. By accepting these general terms and conditions, the customer gives their voluntary, informed consent to the processing and storing of this data by Stand25.

II. Order and purchase through this website

1. Stand25 informs the customer that the online purchase through this webshop qualifies as a distance contract as defined by Government Decree 45/2014. (II.26.) on the detailed rules of contracts between the consumer and the business (hereinafter: "Government Decree").
2. The Stand25 informs the customer that for each order, they will find the essential characteristics of the subject of the contract, the price of the product, including VAT and other mandatory charges, in the selected product section.
3. The customer can order and purchase product(s). The customer must select the product or products they want to buy by pressing the "add to cart" button and then enter the quantity they want to buy from that product. The selected quantity can be changed.
4. The system then displays the contents of the virtual cart, which contains all the products for which the customer is preparing to place an order.
5. The customer then finalizes their order, providing the details specified in point 2, then they can pay the price of the product with a credit card.

Online credit card payments are made through the Barion system. Credit card details will not be sent to the merchant. The service provider Barion Payment Zrt. is an institution supervised by the Magyar Nemzeti Bank, and its license number is H-EN-I-1064/2013.

After payment, the customer can download the purchased gift certificate. The Stand Restaurant already informs the customer that the gift certificate will not be sent to the customer in a separate mail by post.

The price of the gift voucher can only be paid by credit card; no advance transfer or other payment method is possible.

6. The gift voucher purchased on this page can only be used for purchasing food and/or drink at the Stand25 at H-1013 Budapest, Attila út 10. for half calendar year after the purchase and cannot be exchanged for money in whole or in part. Only the person who presents the gift voucher to the Stand Restaurant for the first time after purchasing it is entitled to use it. It is not possible to use the gift voucher in part (in time or value); it can only be used once. If during use, the customer does not purchase up to the value specified in the gift voucher, the customer is not entitled to a refund or subsequent use of the difference. The recipient of the gift voucher can only be a natural person.

III. Peculiarities of the distance contract, withdrawal/termination

1. The customer may withdraw from the distance contract without giving reasons within fourteen calendar days. If the gift voucher is used, the contract is considered fulfilled in accordance with the contract; therefore, withdrawing is no longer possible. In the case of withdrawing, Stand25 will cancel the gift voucher as a usable voucher.
2. The customer may exercise the right of withdrawal orally or in writing. In the case of a written withdrawal, it shall be deemed to have been validated within the time limit if the customer's statement is sent before the expiry of the time limit. The Stand25 asks the customer to send any statement of withdrawal in a way that could be verified at a later date, in particular: delivery by registered mail and/or return receipt.
3. In case of exercising the right of withdrawal, the Stand25 is obliged to refund the amount paid by the customer immediately, but no later than within fourteen days after the withdrawal.

IV. Handling of complaints

The consumer may submit their complaints about the product or the activities of the Stand25 at the following contact details:

Location of the customer service office: H-1013 Budapest, Attila út 10.

Customer Service opening hours:

Tuesday - Saturday: 10:00 - 21:00 Sunday: closed

Phone: + 36- 30- 961 32 62

Internet address: <https://www.stand25.hu>

E-mail: info@stand25.hu

Entry in the customer book: the customer book is available at the Stand25 store (customer service). The Stand25 will respond in writing to the entries written here within thirty days.

The consumer may present their complaint orally or in writing to the business.

An oral complaint must be investigated immediately and remedied as necessary by the Stand25. If the consumer does not agree with the handling of the complaint, or an immediate investigation of the complaint is not possible, the company shall be obliged to record the complaint and their position of the complaint in the minutes without delay, as well as to hand over a copy of such minutes to the customer in case of a personally presented verbal complaint.

In case of verbal complaints reported by telephone or with the use of other electronic communication means, the minutes as well as a substantive reply, in accordance with the requirements specified for responses to written complaints, shall be sent to the consumer no later than within 30 days. Otherwise, in respect of written complaints, the company shall act as follows.

The company shall be obliged to provide a substantive reply in writing to written complaints within thirty days following receipt thereof - unless a directly applicable legal act of the European Union specifies otherwise. A shorter time limit may be set by legislation, while a longer period may be set by the law. The Stand25 must give reasons for its negative position with regards to the complaint. Any oral complaints reported by phone or with the use of electronic communication channels must be assigned unique identification numbers by the company.

The minutes drawn up on the complaint must include the following items:

- name and address of the consumer,
- place, time and method of submitting the complaint,
- a detailed description of the consumer's complaint, any documents presented by the consumer, a list of documents and other evidence,
- a statement by the company on its position with regards to the consumer's complaint, in case the immediate investigation of the complaint is possible,
- the name of the person drawing the minutes up as well as the signature of the consumer - with the exception of oral complaints reported by phone or with the use of other electronic communication channels,
- place and date where the minutes were recorded,
- in case of oral complaints reported by phone or with the use of electronic communication channels, the unique identification number of the complaint.

The company shall be obliged to keep the minutes - and its copy - recorded on the complaint for five years, and it shall present them to the supervising authorities on request.

In case the complaint is rejected, the company must inform the consumer in writing which authority or conciliation panel may the consumer turn to for the investigation of their complaint - depending on the nature of the complaint. Such information shall also include the registered offices, telephone and Internet contact and the mailing address of the competent authority and the conciliation panel

in the place of residence or the place of stay of the consumer. The information shall also include whether the company uses the procedure of the conciliation panel for resolving consumer disputes.

In the event any consumer dispute between the Seller and the consumer is not resolved during the negotiations, the following options are available for the consumer to enforce their rights:

In case we reject your consumer complaint, you are also entitled to turn to the competent Conciliation Panel: initiating the process at the conciliation panel is subject to the fact that the consumer directly attempted to settle the dispute with the company concerned.

Following the examination of the complaint, the authority shall make a decision on conducting the consumer protection process. As the body of first instance, the official consumer protection tasks are performed by the capital city and county government offices competent according to the consumer's place of residence, the list of which can be found here: <http://www.kormanyhivatal.hu/>.

The company is required to cooperate during the proceedings of the conciliation panel.

In this context, there is an **obligation for companies to reply** to the conciliation panel's request, and the obligation to **appear** before the conciliation panel is also recorded as an obligation ("ensuring the participation of the person authorised to reach an agreement at the hearing").

If the registered office or place of business of the enterprise is not registered in the county of the chamber operating the conciliation body with territorial jurisdiction, the obligation of the business to cooperate extends to offering the possibility of concluding a written agreement in accordance with the consumer's needs.

In the event of a breach of the above obligation to cooperate, the consumer protection authority shall have jurisdiction, on the basis of which, as a result of a change in legislation, the **mandatory imposition of fines** is applicable in the case of infringing conduct of undertakings, there is no possibility to waive a fine.

The conciliation panel procedure starts at the consumer's request. Such request should be submitted to the chairman of the conciliation panel in writing: the written requirement may be met by letter, telegram, telegraph or fax, as well as by any other means enabling the recipient to keep the data addressed to them permanently for a period appropriate to the purpose of the data and to display the data in an unchanged form and with an unaltered content.

The request shall contain

- the consumer's name, place of residence or place of stay,
- the name, registered offices, or the concerned premises of the company involved in the consumer dispute,
- in case the consumer wishes to submit the case to another body instead of the competent conciliation panel, the specifying of the body in question,
- a brief description of the consumer's position and any supporting facts and evidence thereof,
- the consumer's statement in respect of the fact that the consumer directly attempted to settle the dispute with the company concerned
- the consumer's statement in respect of the fact that the consumer has not initiated similar proceedings at any other conciliation panel regarding the same issue, no mediation proceeding has been started, and no application or no request for an order for payment has been submitted,
- the motion for the panel's decision,
- the signature of the consumer.

The application shall be accompanied by the document referenced by the customer as evidence, or a copy thereof (extract), in particular the written statement of the company on the rejection of the

complaint, or in the absence of such document, other written evidence available to the consumer regarding their attempt to reach an agreement.

If the consumer is appointing a proxy, a relevant authorisation must accompany the application.

The consumer is entitled to enforce their claim arising from a consumer dispute in court in civil proceedings in accordance with the provisions of Act V of 2013 and Act CXXX of 2016.

The European Commission has set up a website where consumers can register, allowing them to settle their online shopping disputes by completing an application, avoiding litigation.

If the consumer wishes to make a complaint about a product or service purchased online (www.stand25.hu) and does not necessarily want to go to court, they can use the online dispute resolution tool.

On the portal, the consumer and the Stand25, against whom they may have lodged a complaint, may jointly select the dispute settlement body to be entrusted with the handling of the complaint.

The online dispute settlement platform is available at <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

V. Other Provisions

1. The price of 0 forints or a price from which, on the basis of the circumstances of the case, it can be clearly concluded that the price has been incorrectly indicated is considered to be an obviously incorrectly indicated price.

In case of indicating an incorrect price, the Stand25 offers the possibility to purchase the product at a fair price, in possession of which the customer can decide to order the product at a fair price or cancel the order without any adverse legal consequences.

2. The Stand25 informs the consumer that its warranty and other rights are contained in, among others, the provisions of Act V of 2013 and Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between the consumer and the business.

3. Stand25 is entitled to amend the provisions of these general and contractual terms and conditions at any time, which amendments will take effect upon publication on the website www.stand25.hu. The Stand25 hereby asks its customers to read the general terms and conditions currently in force before placing each order.

Budapest, May 8th, 2020.

4N Gastronomy Limited Liability Company

represented by: Ibolya Csahók