

### **Model instructions on withdrawal/termination notice**

#### **Right of withdrawal/termination**

You have the right to withdraw from this contract without giving any reason within 14 days. Similarly, if, in the case of a contract for the provision of a service, the performance of the contract has begun, you have the right to terminate the contract without giving any reason within 14 days.

The deadline for the withdrawal/termination period is (1 ...).

If you wish to exercise your right of withdrawal/termination, you must send a clear statement of your intention to withdraw/terminate (for example, by post, fax, or electronic mail) to the following address: (2 ...). You can also use the attached model withdrawal/termination statement for this purpose. (3....)

You will exercise your right of withdrawal/cancellation within the deadline if you send your notice of withdrawal/cancellation before the expiry of the deadline indicated above.

#### **Legal effects of withdrawal/termination**

If you withdraw from this contract, we will reimburse you immediately, but no later than 14 days after receipt of your notice of withdrawal, for any services you have delivered, including transport costs (excluding any additional expenses incurred as a result of your choosing to use a mode of transport other than the cheapest standard mode of transport recommended by us). We will use the same payment method for the refund as the payment method used in the original transaction unless you have expressly agreed to use another form of payment; you will not incur any additional costs as a result of using this refund method. (4.....)

(5 ....)

(6 ...)

#### **Instructions for completing the model withdrawal/termination form:**

(1.....) Insert one of the following texts between quotation marks:

(a) in case of a service contract: "it shall expire 14 days after the date of conclusion of the contract";

(b) in case of a contract for the sale of a product: "expires 14 days after the date on which you or a third party other than the carrier designated by you takes over the product.";

(c) in case of the supply of multiple products: "expires 14 days after the date on which you or a third party other than the carrier designated by you takes over the last product.";

(d) in case of the supply of a product consisting of several lots or pieces: "on which you or a third party other than the carrier designated by you takes over the last lot or piece."; (e) in the case of a contract for the regular provision of a product within a specified period: "expires 14 days after the date on which you or a third party other than the carrier designated by you takes over the first product."

(2 .....) Insert the name, postal address, and, if available, telephone number, fax number and e-mail address of your business.

(3.....) .....) If you allow the consumer to complete and submit their withdrawal/termination notice electronically on your website, insert the following text: "You may also fill in a model statement of withdrawal/termination or may submit another statement clearly indicating your intention to withdraw/terminate on our website at [insert website address]. If you choose to do so, we will immediately acknowledge receipt of the withdrawal/termination on a durable medium (e.g. by e-mail)."

(4 .....) In the case of a contract for the buying and selling of a product, if you have not offered to return the product in the event of withdrawal, please insert the following text: "We may withhold a refund until we have received the product back or until you can provide evidence that you sent the product back: the earlier of the two dates should be taken into account. "

(5 .....) If the consumer has received a product under the contract

(a) insert the appropriate one of the following:

- "We will return the product from you.", or

- "You are obligated to return or hand over the product to us or to [insert the name and postal address, if any, of the person authorised to receive the product if any] without undue delay, but no later than 14 days after notification of your statement of withdrawal. The deadline shall be deemed to have been observed if the product is dispatched before the expiry of the 14-day time limit.";

and

(b) insert the appropriate one:

(ba) "We shall bear the cost of returning the product.", or

bb) "You shall bear the direct cost of returning the product.", or

bc) In the case of a contract concluded between absentee parties, if you do not offer to bear the cost of returning the product and, due to the nature of the product, it cannot be sent by post: "The direct cost of returning the product

- ie ... the transport costs of [insert amount] shall be paid by you."; or if the cost of returning the product cannot reasonably be estimated in advance: "You will bear the direct cost of returning the product. The highest estimated amount of these costs is ... [insert the amount].", or

(bd) If, in the case of an off-premises contract, the product was transported to the consumer's home at the time of the conclusion of the contract and cannot be sent by post due to the nature of the product: "The product will be returned by ourselves at our own expense.";

and

(c) insert: "You shall only be liable for the depreciation of the product if it is due to use in excess of the use necessary to determine the nature, characteristics and functioning of the product."

(6 .....) In the case of a service contract, insert the following text: "If you have requested that the service shall begin within the notice period, in the event of termination, you are obliged to reimburse us for the amount of service performed in proportion to the date of termination of the contract. Similarly, we will reimburse the part of the recompense you provide that exceeds the value for the service we provide."

### 3. annex to Government Decree 45/2014. (II. 26.)

## **Model instructions on an implied warranty, product warranty and warranty**

### **1. Implied warranty**

*When can you exercise your implied warranty rights?*

In the event of incorrect performance of ... <sup>22</sup>, you may assert a claim for implied warranty against the company in accordance with the rules of the Civil Code.

*What are your rights based on your claim for the implied warranty?*

Depending on your choice, you are entitled to the following implied warranty claims:

You can ask for repair or replacement unless performing your chosen claim is impossible, or additional costs would arise for the Seller that are disproportionate to the performance of other claims. If you did not request, or you were not able to request repair or replacement, you may request reducing the compensation proportionally, and you may repair the defect or have it repaired by a third party, or - as a last resort - you may withdraw from the contract as well.

You may choose to switch to a different implied warranty. The costs of the change shall be paid by you, except the change was justified, or the company gave rise to it.

*Within what deadline can you exercise your implied warranty claims?*

You are obliged to announce the defect immediately after it is discovered, but no later than within two months after such discovery. However, please note that after the two-year expiration period from the completion of the contract, you may no longer enforce your implied warranty rights. In the case of a used product, the deadline is...<sup>23</sup>, but no more than one year.

*Against whom can you exercise your implied warranty rights?*

You may exercise your implied warranty rights against the company.

*What other conditions are there for the exercise of implied warranty rights?*

Within six months after delivery, exercising warranty rights has no conditions other than announcing the defect, in case you can demonstrate that the product or service was sold or provided by ....<sup>24</sup>. However, after six months following the delivery, you shall be obliged to prove that the defect detected by you already existed at the date of delivery.

### **2. Product warranty**

*In which cases can you exercise your product warranty rights?*

In the case of a defective movable property (product), you may, at your option, exercise the right or claim for warranty as defined in Section 1.

*What are your rights under your product warranty claim?*

As a product warranty claim, you may only request the repair or replacement of the defective product.

*In which case is the product considered defective?*

The product is defective if it does not meet the quality requirements of the product when it is placed on the market or if it does not have the properties given in the manufacturer's description.

*What is the deadline for enforcing your warranty claim?*

You may exercise your product warranty claim within two years after the product was placed on the market. After this deadline, you lose this right.

*Against whom can you exercise your product warranty claims?*

You may only exercise your product warranty claims exclusively against the manufacturer or the distributor of the movable property. In the case of product warranty claims, you are required to prove the defect of the product.

*In what cases is the manufacturer (distributor) relieved of product warranty obligations?*

The manufacturer (distributor) shall only be relieved of product warranty obligations if it can prove that:

- the product was not produced or placed on the market within its business activity,
- when the product was placed on the market, the defect could not be discovered due to the state of scientific and technical knowledge at the time, or
- the defect of the product is a result of the application of any legislation or official regulation.

For exemption, it is sufficient if the manufacturer (distributor) presents only one reason.

Please note that you may not validate implied and product warranty claims for the same defect at the same time. However, in case your product warranty claim is successfully validated, you will be entitled to validate your implied warranty claim against the manufacturer with regards to the exchanged product or the repaired part.

*[If the company is required by legislation or contract to provide a warranty, the following 3 points must also be included in the notice:]*

### **3. Warranty**

*When can you exercise your implied warranty rights?*

In case of defective performance and under contract/<sup>25</sup>...<sup>26</sup>, the ...<sup>27</sup> is subject to warranty.

*Based on the warranty, what are your rights and the relating deadlines?<sup>28</sup>*

*When is the business exempt from the warranty?*

Exemption from the undertaking's warranty obligation shall be granted only if it proves that the cause of the fault arose after the performance of the service.

Please note that you may not validate implied and product warranty claims for the same defect at the same time; otherwise, you are entitled to the rights of the warranty regardless of the rights set forth in points 1 and 2.