

General Terms and Conditions

1. Introduction

These General Terms and Conditions (hereinafter GTC) contain the conditions for the use of the service available on the www.shop.landlite.eu website (hereinafter: website) by the user (hereinafter: User). The technical information required for the use of the website, which is not included in these GTC, is provided by the information available on the website. By using the website, the User acknowledges and accepts the provisions of these GTC.

2. The Service Provider

Name: Kaito-Hungary Kft.

Head office: Raktárváros, Pf.: 66, Törökbálint, 2046, Hungary

Mailing address: Raktárváros, Pf.: 66, Törökbálint, 2046, Hungary

Business address: Raktárváros, Pf.: 66, Törökbálint, 2046, Hungary

Representative Name: Kaito-Hungary Kft.

Company registration number: 13-09-098496

Name of Registrar:

Tax number: 10804544-2-13

Community tax number: HU10804544

Account managing financial institution: CIB Bank Zrt.

Account number:

IBAN account number: HU85 1110 0104 1080 4544 0100 0003

Email Address: landlite@landlite.eu

Phone number: +36-23/511-460

Fax: +36-23/511461

3. Activity on the Website

The web store sells lighting products. Their displayed images are only illustrations and may differ from reality.

Our products can be ordered in two ways: in person at our sample store; or online through this web store. The prices of the products do not include the cost of home delivery, you can find out about it here.

Our prices are brutto prices, VAT is already included.

4. Terms of use

4.1. Responsibility

The User may use the website only at his / her own risk and accepts that the Service Provider shall not be liable for property and non-property damages incurred during use, intentionally, through gross negligence or criminal offense, and for breach of contract damaging life, limb or health. in addition.

The Service Provider excludes all liability for the conduct of the users of the website and that the User is fully and exclusively responsible for his own conduct.

The User is obliged to ensure that the use of the website does not infringe the rights of third parties or the law, either directly or indirectly.

The Service Provider is entitled, but not obliged, to check the content (for example, posts) made available by the Users during the use of the website, and the Service Provider is entitled, but not obliged, to look for signs of illegal activity and is not responsible for them.

4.2. Copyrights

The entire website (texts, images, graphic elements, etc.) is protected by copyright, so copying, modifying or distributing it for commercial purposes is prohibited!

5. Purchase on the Website

5.1. Ordering process

The website provides product presentation and online ordering opportunities for its Users. You can browse the website using the User menu items. The products can be found in category systems. In the Special Products category, you can find all the special products available in the store. Each product has a separate start and expiration date, or an indication of the start date and while stocks last. Under the menu item More cheaper, you will find the products for which the store provides a quantity discount if you order several pieces. In the What's New menu, you will find new products on the website.

Click on the name of the category to see a list of products that fit in it. If all the products in a given category do not fit on one page, you can scroll through the numbers above and below the products. From the product list, the detailed product page can be accessed by clicking on the product name, here you can find information about the detailed characteristics and price of the product you want to order.

On the website it is possible to search for a product by keyword. Product results that match your search criteria are displayed in a list similar to the categories.

The selected product can be placed in the basket using the basket button, the required number of pieces can be set next to the button. The User can check the contents of the shopping cart using the Shopping Cart menu item. Here you can also change the quantity of the product added to the basket, or delete the item. You can also empty the cart completely using the Empty Cart button. The User can continue the purchase process by clicking on the Order button. As a second step, it is possible to log in and register.

In case of registration, the User must provide the following data: e-mail address, name, telephone number, billing address and, if different, the delivery address. In addition to the above data, a password is required for registration. The User can find out about the successful registration by e-mail and on the website. The User may request the cancellation of his registration by e-mail from the

Service Provider, in which case he must re-register for a new purchase. The User is responsible for keeping the access data confidential. The User is responsible for updating his / her data and is obliged to notify the Service Provider if he / she becomes aware that his / her data has been misused by a third party. In case of a forgotten password, a new password can be requested on the website to the registered e-mail address. If the User has previously registered on the website, the ordering process can be continued by entering the e-mail address and password.

The next step in the order is for the User to select the appropriate payment and delivery method. With the help of a summary page, the User can check all his previously entered data and the products he wants to order, their quantity. In case of data entry errors, you can use the pencil icon to correct the entered data. If you find everything suitable, you can use the Submit Order button to finalize your order. You will receive a confirmation on the website or by e-mail. If you notice incorrect data after the order has been recorded (eg in the confirmation e-mail), you must notify the Service Provider immediately, but not later than within 24 hours.

Irrespective of the order intent, the User can log in using the Customer Login window or the Login menu item. After logging in, a Change Data menu item will appear, where you can change the data you provided during registration, as well as the data and status of your submitted order.

5.2. Binding of offers, confirmation

The Service Provider informs the User about the confirmation within 48 hours. If the User does not receive this confirmation within 48 hours, the User is released from the obligation to make an offer and is not obliged to accept the ordered products.

The confirmation e-mail contains the data provided during the purchase, the order data, the name and price of the ordered products, the chosen payment and delivery methods, the order number, and in addition the User's comments on the order.

5.3. Conclusion of the contract

It is possible to conclude the contract in Hungarian. The submission of the order is considered to be an electronically concluded contract, for which Article CVIII of 2001 on certain issues of electronic commerce services and services related to the information society, the provisions of the law shall apply accordingly. The contract falls within the scope of Government Decree 45/2014 (II.26.) On the detailed rules of contracts between consumers and businesses and takes into account the provisions of Directive 2011/83 / EU of the European Parliament and of the Council on consumer rights.

The contract is concluded upon receipt of the automatic confirmation.

5.4. Registration of the contract

The contract concluded through the website does not qualify as a written contract, the Service Provider does not register it, it is not accessible afterwards.

5.5. Invoice

The Service Provider issues a paper-based invoice, which can be found in the delivered package in addition to the ordered product (s).

If the User wishes to request a separate invoice for each item, he / she must clearly indicate this in the comment field of the order.

5.6. Payment

5.6.1. Forward references In case of advance transfer, the invoice will be printed out in advance and a copy will be sent to you by e-mail or fax. When making a transfer, please always enter the invoice number in the comment box. The ordered products and the original invoice can be picked up after the money is received in our bank account.

5.6.2. Cash on delivery

In case of cash on delivery, the ordered product must be paid to the courier upon receipt of the package.

5.6.3. With cash on site

In our sample store, the User also has the option to pay in cash.

5.7. Receipt options, delivery

5.7.1. GLS package

GLS is delivered on business days during business hours, between 8 a.m. and 5 p.m.

If, upon receipt of the product, the User is obliged to check that the product is undamaged. If you experience damage to the packaging or the product, the User may request the courier to take a record, because by receiving the product from the courier or signing the receipt, the quantity and quality of the product will be accepted, which means that the user has only the right of withdrawal. therefore, after the departure of the person performing the delivery, the Service Provider is not able to accept a quantitative and qualitative complaint afterwards.

If the packaging or the product is visibly damaged upon receipt, and the damage occurred before the receipt of the goods, the Service Provider shall provide the return or replacement of the product free of charge. The Service Provider is not responsible for any damage detected after receipt!

The shipping cost depends on the total amount of the order and the quality of the customer:

in case of purchases under HUF 5,000 for natural or legal persons, we charge a delivery fee of HUF 500, delivery is free from HUF 5,000, except;

For our contracted partners, for whom - due to their reseller discounts - we charge a net HUF 1,000 below HUF 40,000 gross, we deliver free of charge above that.

The GLS package is up to 30kg! Delivery time 1-2 working days.

Unless otherwise agreed, the Service Provider is obliged to provide (deliver) the product to the Consumer without delay, but no later than within thirty days after the conclusion of the contract. In the event of a delay by the Service Provider, the Consumer is entitled to set an additional deadline. If the Service Provider fails to perform within the additional deadline, the Consumer is entitled to withdraw from the contract. The Consumer is entitled to withdraw from the contract without setting an additional deadline if the Service Provider has refused to perform the contract or the contract should have been performed within the specified performance time - and not otherwise - according to the agreement of the parties or due to the recognizable purpose of the service.

5.7.2. Personal collection

The User has the opportunity to pick up in person at our site (2046 Törökbálint, DEPO warehouse city) during opening hours (Monday-Thursday from 8:00 to 16:30, Friday from 8:00 to 15:30).

6. Right of withdrawal

6.1. Procedure for exercising the right of withdrawal

The provisions of this section apply only to a natural person acting outside his / her profession, independent occupation or business activity, who buys, orders, receives, uses, uses goods and is the addressee of commercial communications and offers related to the goods (hereinafter Consumer).

You have the right to withdraw from the contract without giving any reason within fourteen (14) days from the date of receipt of the product (the last product delivered in the case of the supply of several products) by the Consumer or a third party other than the carrier designated by him.

The consumer also exercises his right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

If the Consumer wishes to exercise his right of withdrawal, he must send a clear statement of his intention to withdraw (for example by post, fax or electronic mail) to the Service Provider using the contact details indicated in point 2 of these GTC. For this purpose, the Consumer may also use the model withdrawal form attached to the e-mail confirming the order. The Consumer shall exercise his right of withdrawal within the deadline if he sends his statement of withdrawal to the Service Provider before the expiry of the deadline indicated above.

It is the burden of the Consumer to prove that he has exercised his right of withdrawal in accordance with the provisions set out in point 5.

In both cases, the Service Provider will immediately confirm the receipt of the Consumer's withdrawal statement by e-mail.

In the case of a written withdrawal, it shall be deemed to have been validated on time if the Consumer sends the statement to the Service Provider within 14 calendar days (even on the 14th calendar day).

In the case of notification by post, the Service Provider shall take into account the date of posting or, in the case of notification by e-mail or fax, the time of sending the e-mail or fax for the purpose of calculating the deadline. The Consumer will send the letter by registered mail so that the date of dispatch can be credibly proven.

In case of withdrawal, the Consumer is obliged to return the ordered product to the address of the Service Provider indicated in point 2 without undue delay, but no later than within 14 days from the notification of his / her withdrawal statement. The deadline is considered to be met if the Consumer sends the product (by post or delivers it to the courier ordered by him) before the expiry of the 14-day deadline.

The cost of returning the product to the address of the Service Provider shall be borne by the Consumer. The Service Provider is not able to accept the package returned by cash on delivery. Apart from the cost of returning the product, no other costs shall be borne by the Consumer in connection with the withdrawal.

If the Consumer withdraws from the contract, the Service Provider shall immediately, but no later than within 14 days from the receipt of the Consumer's statement of withdrawal, reimburse all consideration paid by the Consumer, including transport (paid for delivery) costs, except for additional costs incurred. that the Consumer has chosen a mode of transport other than the cheapest standard mode of transport offered by the Service Provider. The Service Provider is entitled to withhold the refund until the product has been returned or the Consumer has credibly proved that it has been returned: of the two, the Service Provider will take the earlier date into account.

During the refund, the Service Provider shall use the same payment method as in the original transaction, unless the Consumer expressly consents to the use of another payment method; there is no additional cost to the Consumer as a result of using this refund method.

The Consumer shall only be liable for depreciation of the product if it has occurred due to use in excess of the use necessary to determine the nature, properties and operation of the product.

6.2. In which cases does the Consumer not have the right of withdrawal?

In the case of a contract for the provision of a service, after the performance of the entire service, if the Service Provider has started the performance with the express prior consent of the Consumer and the Consumer acknowledges that he loses his right of termination after the performance of the entire service.

With regard to a product or service, the price or fee of which cannot be influenced by the money market by the Service Provider, it is subject to possible fluctuations during the 14-day withdrawal period.

In the case of a non-prefabricated product which has been produced by the Service Provider on the basis of the Consumer's instructions or at the express request, or in the case of a product which has been clearly tailored to the User.

In the case of a product which is perishable or which retains its quality for a short time.

In the case of a sealed product which, for reasons of health or hygiene, cannot be returned after opening after delivery.

In respect of a product which, by its nature, is inseparably mixed with another product after delivery.

7. Warranty

7.1. Supplies warranty

In the event of faulty performance by the Service Provider, the User may assert a claim for warranty against supplies against the enterprise in accordance with the provisions of Act V of 2013 on the Civil Code.

In the case of a consumer contract, the User who qualifies as a Consumer may assert his warranty claims within 2 years from the date of receipt, for product defects that already existed at the time of delivery of the product. After the two-year limitation period, the User can no longer enforce his or her warranty rights.

In the case of a contract not concluded with the Consumer, the User may assert his warranty claims during the 1-year limitation period from the date of receipt.

The User may, at his / her option, make the following supply warranty claims: He / she may request repair or replacement, unless it is impossible to fulfill the claim chosen by the Customer or it would entail a disproportionate additional cost for the business compared to the fulfillment of his other claim. If the User has not requested or could not request the repair or replacement, the User may request a proportionate delivery of the consideration or the fault may be repaired by the User at the expense of the company, or may be corrected by another person or, in the final analysis, withdraw from the contract.

The User may transfer his / her chosen right to warranty for another, however, the cost of the transfer shall be borne by the User, unless it was justified or given by the company.

The User is obliged to report the defect immediately after its discovery, but not later than within two (2) months from the discovery of the defect.

The User can enforce his supply warranty claim directly against the company.

In the event of a defect discovered within six months of performance (ie delivery, receipt), it must be presumed that the defect already existed at the time of performance, unless this presumption is incompatible with the nature of the defect or the nature of the product. The Service Provider is released from the warranty only if it rebuts this presumption, ie proves that the defect of the product occurred after the delivery to the User. Based on this, the Service Provider is not obliged to grant the User's objection if it duly proves that the cause of the error is the consequence of the improper use of the product. However, six months after performance, the burden of proof is reversed, ie in the event of a dispute, the User must prove that the defect already existed at the time of performance.

7.2. Product warranty

Product warranty can only arise in the event of a defect in movable property (product). In this case, the User qualifying as a Consumer - at his / her choice - in accordance with Section 7.1. may assert the right or product warranty claim specified in

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

A product is considered defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer.

The User may assert his product warranty claim within two (2) years from the placing of the product on the market by the manufacturer. Upon expiry of this period, he shall lose this right.

The User may only exercise the product warranty claim against the manufacturer or distributor of the movable property.

In the event of a product warranty claim, the User must prove the defect of the product.

The manufacturer (distributor) is only released from its product warranty obligation if he can prove that:

- the product was not manufactured or marketed in the course of his business, or
- the defect was not detectable at the time of placing on the market according to the state of the art or
- the defect of the product results from the application of legislation or a mandatory official regulation.

It is sufficient for the manufacturer (distributor) to prove a reason for the exemption.

Due to the same defect, the supply warranty and product warranty claim cannot be enforced simultaneously, in parallel with each other. However, in case of successful enforcement of the product warranty claim, the User may enforce his or her warranty claim against the manufacturer for the replaced product or repaired part.

7.3. Warranty

151/2003 on the mandatory warranty for certain durable consumer goods in connection with the mandatory warranty for certain durable consumer goods. (IX. 22.) contains regulations. The (material) scope of the decree only applies to products sold under a new consumer contract concluded in the territory of Hungary and listed in the annex to the decree.

The mandatory warranty for the durable consumer goods listed in the annex to the Government Decree is 1 year, the starting date of which is the day of delivery of the product to the Consumer or, if the service is performed by the Service Provider or its agent, the date of commissioning.

The company is released from its warranty obligation only if it proves that the cause of the defect arose after performance.

Due to the same error, the User may not assert the warranty and guarantee claim or the product warranty and guarantee claim simultaneously, in parallel with each other, otherwise the User shall not exercise the rights arising from the warranty in accordance with Section 7.1. and 7.2. regardless of the rights set out in point.

7.4. Enforcement of warranty claims

The User can assert his warranty claims at the following contacts:

Name: Kaito-Hungary Kft.

Mailing address: Raktárváros, Pf.: 66, Törökbálint, 2046, Hungary

Phone number: +36-23/511-460

Email Address: landlite@landlite.eu

8. Enforcement Options

8.1. Place, time and method of complaint handling

The User may submit consumer complaints related to the product or the activities of the Service Provider at the following contacts:

Name: Kaito-Hungary Kft.

Mailing address: Raktárváros, Pf.: 66, Törökbálint, 2046, Hungary

Phone number: +36-23/511-460

Email Address: landlite@landlite.eu

The Service Provider shall remedy the oral complaint immediately, if it has the opportunity to do so. If it is not possible to remedy the oral complaint immediately, due to the nature of the complaint or if the User does not agree with the handling of the complaint, the Service Provider shall keep a report on the complaint for five years, together with the substantive response to the complaint.

The Service Provider is obliged to hand over a copy of the minutes to the User locally in case of an oral complaint communicated in person (at the business premises) or, if this is not possible, to act in accordance with the rules for a written complaint detailed below.

In the event of an oral complaint communicated by telephone or other electronic communication service, the Service Provider shall send a copy of the minutes to the User at the latest at the same time as the substantive reply.

In all other cases, the Service Provider shall act in accordance with the rules applicable to written complaints.

The Service Provider provides a unique identifier to a complaint recorded by telephone or other means of communication, which simplifies the retrieval of the complaint later.

The Service Provider will respond to the complaint received in writing within 30 days. The measure means delivery by post within the meaning of this contract.

If the complaint is rejected, the Service Provider shall inform the User of the reason for the rejection.

8.2. Other enforcement options

If any consumer dispute between the Service Provider and the User is not settled during the negotiations with the Service Provider, the following legal enforcement options are open to the User:

- Complaint to the consumer protection authority,
- Initiation of the Conciliation Board's procedure (the contact details of the Conciliation Board competent according to the registered office of the Service Provider must be indicated),
- Initiation of legal proceedings

9. Other

9.1. GTC, price modification

The Service Provider may amend these GTC, the prices of the products sold on the website and other prices indicated at any time without retroactive effect, the amendment shall take effect after its publication on the website and shall be valid only for transactions following the entry into force.

9.2. Technical limitations

Purchasing on the website presupposes that the User is aware of and accepts the possibilities and limitations of the Internet, in particular with regard to technical performance and errors. The Service Provider shall not be liable if any malfunction is detected in the Internet network, which prevents the operation of the website and the purchase.

9.3. Privacy policy

Your carrier's privacy policy is available at http://www.shop.landlite.eu/shop_help.php?tab=privacy_policy

Date of entry into force of these General Terms and Conditions: 11/06/2014