

Yuliah.com General Terms and Conditions

The contract concluded on the basis of this document will not be filed (it will not be accessible ex-post; the conclusion of the contract is evidenced by the order data), it is concluded by a legal statement made by implied conduct, it does not constitute a written contract, it is drafted in the Hungarian language, and it does not refer to any code of conduct. In the event of any questions arising in connection with the operation of the webshop, the ordering, and the delivery process, we are at your disposal via the contact details provided.

The scope of these General Terms and Conditions (GTC) extends to the legal relationships on the Provider's website (<https://yuliah.com>) and its subdomains. These GTC are continuously available (and can be downloaded and printed at any time) from the following website: <https://www.yuliah.com/terms-and-conditions>

Definitions:

- **User:** Any natural person, legal entity, or organization that utilizes the Provider's services or enters into a contract with the Provider.
- **Consumer:** A User who is a natural person acting outside the scope of their trade, independent occupation, or business activity.
- **Business:** A person acting within the scope of their trade, independent occupation, or business activity.
- **Provider:** A natural or legal person, or an organization without legal personality, providing information society services, who provides services to the User and enters into a contract with the User.

1. PROVIDER DETAILS

- **Name of the Provider:** Barth Designs Kft.
 - **Registered Office of the Provider (and place of complaint handling):** 19 Dózsa György rakpart, Győr, 9026, Hungary
 - **Contact information of the Provider, regularly used electronic mail address for communication with users:** info@yuliah.com
 - **Company Registration Number / Registry Number of the Provider:** 08-09-023574
 - **Tax Number of the Provider:** 23935879-2-08
 - **Name of the Registering Authority / Licensing Authority and License Number (if any):** Registry Court of the Regional Court of Győr (*Győri Törvényszék Cégbírósága*)
 - **Phone Number of the Provider:** +36 30 611 5327
 - **Language of the Contract:** Hungarian
 - **Name, Address, and Email Address of the Hosting Service Provider:** Hostinger International Ltd., 61 Lordou Vironos str., 6023 Larnaca, Cyprus
 - Email: support@hostinger.com
 - Web: www.hostinger.com
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2. FUNDAMENTAL PROVISIONS

2.1. Issues not regulated in these General Terms and Conditions (GTC), as well as the interpretation of these GTC, shall be governed by Hungarian law, with particular regard to the provisions of Act V of 2013 on the Civil Code ("Ptk."), Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services ("Elker. tv."), and Government Decree No. 45/2014 (II. 26.) on the Detailed Rules of Contracts Concluded Between Consumers and Businesses. For specific products, the relevant sector-specific statutory provisions shall apply. The mandatory provisions of the relevant legislation shall apply to the Parties without any specific stipulation.

2.2. These GTC are effective from April 25, 2024, and shall remain in force until revoked. The Provider shall publish any amendments to these GTC on the website and shall notify registered Users or Users who have previously purchased of the changes via email. Amendments shall not affect previously concluded contracts, meaning that the amendments do not have retroactive effect.

2.3. The Provider reserves all rights regarding the website, any parts thereof, the content appearing thereon, and the distribution of the website. It is prohibited to download, electronically store, process, or sell the content appearing on the website or any parts thereof without the written consent of the Provider (with the exception of this document and the Privacy Policy).

2.4. The Provider accepts no liability in connection with the purchase or sale of products published on other websites that are not associated with the Provider and are not operated by the Provider.

3. REGISTRATION / PURCHASE

3.1. In the event that false data, or data attributable to another person, is provided during the use/ordering/subscription of the service, the resulting electronic contract may be contested before a court by the authorized party. Following a successful contestation (winning the lawsuit), the contract shall become invalid from the time of its conclusion; or, if it disguises another contract, the rights and obligations of the parties shall be assessed on the basis of the disguised contract.

3.2. The Provider shall not be held liable for any delivery delays, or any other problems or errors, attributable to incorrect and/or inaccurate data provided by the User. However, the Provider informs Users that, after consultation and clear identification with the User, incorrect data in the order may be corrected so that billing and delivery do not encounter obstacles.

3.3. The Provider shall not be held liable for damages resulting from the User forgetting their password, or if it becomes accessible to unauthorized persons for any reason not imputable to the Provider (if registration is available on the website).

4. RANGE OF PRODUCTS, SERVICES AND PRICES

4.1. The displayed products can be ordered online (and in certain cases, by telephone) from the webshop. The prices displayed for the products are **in Euros (EUR)** and are gross prices (i.e., they include the VAT prescribed by law, or if the Provider invoices VAT-exempt, the prices represent the total amount payable); however, they do not include fees related to delivery and payment. No separate packaging cost will be charged unless the User requests gift wrapping or other special packaging.

4.2. In the webshop, the Provider displays the name and description of the product in detail, and displays a photo of the products (where possible).

4.3. If a promotional price is introduced, the Provider shall fully inform Users about the promotion and its exact duration. When determining promotional prices, the Provider acts lawfully, complying with the rules of the Joint Decree No. 4/2009 (I. 30.) NFGM-SZMM on the detailed rules for indicating the selling price and unit price of products, as well as the fees for services.

4.4. In the event of an incorrect price being displayed, the Provider is not obliged to confirm the order at that price. Instead, the Provider has the option to reject the offer and may offer a confirmation at the correct, real price, in knowledge of which the User has the right to:

- reject the modified offer and cancel the order, **or**
- maintain their order at the correct price.

According to Act V of 2013 on the Civil Code (Ptk.), a contract is concluded by the mutual and unanimous expression of the parties' intent. If the parties cannot agree on the contractual terms—meaning there is no declaration mutually and unanimously expressing the parties' intent—an effectively concluded contract, from which rights and obligations would arise, cannot be spoken of.

An incorrect price is considered to be:

- **0 EUR,**
- **1 EUR,** or
- a promotional price that does not correspond to the percentage rate of the indicated discount compared to the original price. For example, if the original price of a product is **50 EUR** and a 50% discount applies to it, the correct promotional price would be **25 EUR**. It counts as an incorrect price if **1 EUR** or **2 EUR** appears instead.

5. ORDERING PROCESS

5.1. Following registration, the User logs into the webshop, or they may alternatively commence shopping without registration.

5.2. The User sets the quantity of the product or products they wish to purchase.

5.3. The User places the selected products into the cart. The User can view the contents of the cart at any time by clicking on the "cart" icon.

5.4. If the User does not wish to purchase additional products, they verify the quantity of the products intended for purchase. By clicking on the "delete - X" icon, the User can clear the contents of the cart. To finalize the quantity, the User clicks on the "update cart" icon.

5.5. The User provides the delivery address and then selects the delivery/payment method from the following available types:

5.5.1. Payment Methods:

- **Online by Credit/Debit Card:** The User has the option to pay the total value of the order online, via credit or debit card, through the secure payment system of the financial service provider utilized by the Provider. If the User does not pay for their completed order by card, they can also settle the value of the order via bank transfer.
- **Card Payment via SimplePay (Mandatory Legal Declaration):**

I acknowledge that the following personal data stored by the data controller Barth Designs Kft. (19 Dózsa György rakpart, Győr, 9026, Hungary) in the user database of <https://www.yuliah.com> will be transferred to OTP Mobil Kft., acting as a data processor. The scope of data transmitted by the data controller is as follows: Billing name and address, email address, phone number. The nature and purpose of the data processing activities performed by the data processor can be viewed in the SimplePay Privacy Notice at the following link: <https://simplepay.hu/adatkezelesi-tajekoztatok/>

5.5.2. Delivery Costs (Gross Amounts):

Available here: <https://yuliah.com/shipping-and-payment-info/>

5.6. The final total amount payable includes all costs based on the order summary and the confirmation letter. Pursuant to Section 6:127 of the Civil Code (Ptk.), the User is obliged to verify without delay whether the quality and quantity of the ordered product(s) are appropriate. Delivery of the product(s) takes place on business days between 8:00 AM and 5:00 PM.

5.7. After entering the data, the User can submit their order by clicking the "order" button. Prior to this, they can check the provided data once more, add a comment to their order, or notify us of other order-related requests via email.

5.8. By placing the order, the User acknowledges that, pursuant to Section 15 and other conditions (e.g., Section 20) of Government Decree No. 45/2014 (II. 26.), the order entails a payment obligation.

5.9. Correction of Data Entry Errors: Prior to concluding the ordering process, the User is always able to step back to the previous phase to correct the entered data. In detail: During the ordering process, it is possible to view and modify the contents of the cart. If the cart does not contain the quantity intended for order, the User can type the desired quantity into the input field located in the quantity column, and then press the "update cart" button. If the User wishes to delete products from the cart, they click the "X" / "delete" button. Throughout the

ordering process, the User has a continuous opportunity to correct or delete entered data. The User may also request the correction of potential errors after submitting the order by telephone or email.

5.10. The User will receive a confirmation via email after the order is submitted. If this confirmation does not reach the User within an expected reasonable deadline depending on the nature of the service, but no later than within 48 hours from the dispatch of the User's order, the User shall be released from their binding offer or contractual obligation. The order and its confirmation shall be deemed received by the Provider or the User when it becomes accessible to them. The Provider excludes liability for confirmation if the confirmation does not arrive in time because the User provided an incorrect email address during registration, or is unable to receive messages due to the storage space of their account being full.

5.11. The User acknowledges that the confirmation detailed in the previous point is merely an automated confirmation and does not constitute a contract. The contract is concluded when the Provider, following the automated confirmation mentioned in the previous point, notifies the User in a subsequent email regarding the details and expected fulfillment of the order.

6. PROCESSING AND FULFILLMENT OF ORDERS

6.1. Orders are processed during working hours. It is possible to place an order outside the times specified for order processing; if an order is placed after working hours, it will be processed on the following business day. In all cases, the Provider will confirm electronically when it can fulfill the order.

6.2. The general fulfillment deadline is within 1–5 business days from the conclusion of the contract.

6.3. Based on the sales contract, the Provider is obliged to transfer the ownership of the item, and the User is obliged to pay the purchase price and take delivery of the item.

6.4. If the seller is a business and the buyer is a consumer, and the seller undertakes to deliver the item to the buyer, the risk of loss or damage (passing of risk) transfers to the buyer when the buyer or a third party designated by them takes possession of the item. The risk transfers to the buyer upon delivery to the carrier if the carrier was commissioned by the buyer, provided that the carrier was not recommended by the seller.

6.5. In the event of a delay by the Provider, the User is entitled to set an additional period of time (grace period). If the seller fails to perform within this additional period, the buyer is entitled to withdraw from the contract.

6.6. The User is entitled to withdraw from the contract without setting an additional period of time if:

- **a)** the Provider has refused to perform the contract; or
- **b)** according to the agreement of the parties or due to the recognizable purpose of the service, the contract should have been performed at the specified time of performance—and not at any other time.

If the Provider falls into delay, the User may demand performance, or, if their interest in the performance of the contract has ceased as a result of the delay, they may withdraw from the contract.

The User does not need to prove the cessation of interest in performance for withdrawal if:

- **a)** according to the agreement of the parties or due to the recognizable purpose of the service, the contract should have been performed at the specified time of performance—and not at any other time; or
- **b)** the beneficiary has set an appropriate additional period for subsequent performance, and this additional period has expired without result.

6.7. If the Provider fails to perform its contractual obligation because the product specified in the contract is unavailable, it is obliged to inform the User thereof without delay, as well as to immediately refund the amount paid by the User. Furthermore, the Provider is obliged to ensure that the User can assert any other rights provided by law for cases of defective performance.

6.8. The Provider draws the attention of Users to the fact that if the User fails to take delivery of the ordered product(s) performed in accordance with the contract (regardless of the payment method), they commit a breach of contract and fall into delay precisely pursuant to Section 6:156 (1) of the Civil Code (Ptk.).

This means that—unless the Consumer indicates their intention to withdraw (and fails to make a declaration as to whether they intend to take delivery of the ordered product(s))—the Provider will assert the customary costs of storage related to the product(s) and the shipping costs (both ways) against the User, based on the rules of agency without authority (*negotiorum gestio*).

The Provider informs Users that in order to enforce legal claims arising in this manner, it will utilize the assistance of a debt collection agency and/or a legal counsel; thus, the payment of other (legal) costs arising from the breach of contract (including the fees of an order for payment procedure / *fizetési meghagyásos eljárás*) shall also be borne by the User.

7. RIGHT OF WITHDRAWAL

7.1. Pursuant to Directive 2011/83/EU of the European Parliament and of the Council, and Government Decree No. 45/2014 (II.26.) on the Detailed Rules of Contracts Concluded Between Consumers and Businesses, the Consumer is entitled to a right of withdrawal without giving any reason.

The Consumer may exercise their right of withdrawal or termination within fourteen days from:

- **a)** in the case of a contract for the sale of a product:
 - **aa)** the date of receipt of the product,
 - **ab)** in the case of the sale of multiple products, if the delivery of individual products occurs at different times, the date of receipt of the last delivered product,

- **ac)** in the case of a product consisting of multiple lots or pieces, the date of receipt of the last delivered lot or piece,
- **ad)** if the product is to be delivered regularly within a specified period, the date of the first delivery,

by the Consumer or a third party designated by the Consumer, other than the carrier.

If the Provider fails to comply with this information requirement, the 14-day withdrawal period shall be extended by twelve months. If the Provider provides the information within 12 months after the expiry of the 14 days calculated from the date of receipt of the product or the conclusion of the contract for the provision of services, the deadline open for withdrawal shall be 14 days from the communication of this information.

7.2. The Consumer may exercise their right of withdrawal by means of an explicit statement to this effect or by using the model withdrawal form specified in Annex 2 of Government Decree No. 45/2014 (II.26.).

7.3. The period open for exercising the right of withdrawal expires 14 days after the day on which the Consumer, or a third party designated by the Consumer other than the carrier, takes physical possession of the product.

7.4. The Consumer may also exercise their right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the product.

7.5. The direct cost of returning the product shall be borne by the Consumer; the business has not undertaken to bear this cost. (Except if the product cannot be returned by post as an ordinary mail item).

7.6. In the event of exercising the right of withdrawal, the Consumer shall bear no costs other than the direct cost of returning the product.

7.7. The Consumer shall not be entitled to the right of withdrawal in the case of a non-prefabricated product that has been manufactured based on the instructions or explicit request of the Consumer, or a product that has been clearly personalized for the Consumer.

7.8. The Consumer may also not exercise their right of withdrawal in the following cases (full list of exceptions based on the Decree):

- **a)** in the case of a contract for the provision of a service, after the full performance of the service; however, if the contract entails a payment obligation for the consumer, only if performance began with the consumer's explicit prior consent and acknowledgement that they will lose their right of withdrawal once the business has fully performed the contract;
- **b)** with regard to goods or services the price or fee of which depends on fluctuations in the financial market which cannot be influenced by the business and which may occur within the period specified in Section 20 (2);
- **c)** in the case of non-prefabricated goods that have been manufactured based on the instructions or explicit request of the consumer, or goods that have been clearly personalized for the consumer;
- **d)** with regard to goods which are liable to deteriorate or expire rapidly;

- **e)** with regard to sealed goods which are not suitable for return due to health protection or hygiene reasons and which were unsealed after delivery;
- **f)** with regard to goods which, after delivery, according to their nature, are inseparably mixed with other items;
- **g)** with regard to alcoholic beverages, the actual value of which depends on fluctuations in the market which cannot be controlled by the business, and the price of which was agreed upon at the time of the conclusion of the sales contract, but the performance of which can only take place after the thirtieth day following its conclusion;
- **h)** in the case of a contract for services where the business specifically visits the consumer at the explicit request of the consumer for the purpose of carrying out urgent repairs or maintenance;
- **i)** with regard to the sale of sealed audio or video recordings or computer software, if the consumer unsealed the packaging after delivery;
- **j)** with regard to newspapers, periodicals, and magazines, with the exception of subscription contracts;
- **k)** in the case of contracts concluded at a public auction;
- **l)** with the exception of residential services, in the case of contracts for the provision of accommodation, transport of goods, car rental services, catering, or services related to leisure activities, if the contract provides for a specific date or period of performance;
- **m)** with regard to digital content provided on a non-tangible medium, if the business began performance with the consumer's explicit prior consent, and the consumer simultaneously declared their acknowledgment that they lose their right of withdrawal/termination after the commencement of performance, and the business sent a confirmation to the consumer in accordance with Section 12 (2) or Section 18.

7.9. The Provider shall immediately, but no later than within fourteen days from becoming aware of the withdrawal, refund the total amount paid by the consumer as consideration, including costs incurred in connection with performance. At the same time, the Provider is entitled to a right of retention.

7.10. During the refund, we shall apply a payment method identical to the one used in the original transaction, unless the Consumer explicitly consents to the use of another payment method; the Consumer shall not incur any additional costs as a result of applying this refund method.

7.11. The Consumer is obliged to return the goods without undue delay, but in no case later than 14 days from the dispatch of the notification of withdrawal from the contract to the Provider. If the business also sells goods in a retail store and the consumer exercises their right of withdrawal in person at the business's retail premises, they are entitled to return the goods to the business at the same time.

7.12. In the case of a withdrawal made in writing, it is sufficient for the Consumer to send the statement of withdrawal within 14 days.

7.13. The Consumer complies with the deadline if they return or hand over the product(s) before the expiry of the 14-day period. The return shall be deemed completed within the deadline if the consumer dispatches the product before the deadline expires.

7.14. The consumer bears exclusively the direct cost of returning the product. Except if the product cannot be returned by post as an ordinary mail item.

7.15. The Provider is not obliged to refund to the Consumer any additional costs resulting from the choice of a delivery method other than the cheapest standard delivery method offered by the Provider.

7.16. The Provider may withhold the refund until it has received the goods back, or until the Consumer has supplied evidence of having sent them back, whichever is the earliest date.

7.17. If the Consumer wishes to exercise their right of withdrawal, they may notify the Provider in writing at any of the Provider's contact details (including by using the attached form), by telephone, or even in person. In the case of a notification made in writing by post, the date of posting shall be taken into account, and in the case of a notification by telephone, the date of the telephone call shall be considered. The Consumer may return the ordered product to the Provider by post or via a courier service.

7.18. The consumer is only liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics, and functioning of the goods.

7.19. Government Decree No. 45/2014 (II.26.) on the Detailed Rules of Contracts Concluded Between Consumers and Businesses is available here.

7.20. Directive 2011/83/EU of the European Parliament and of the Council is available here.

7.21. The Consumer may also contact the Provider with any other complaints using the contact details found in these GTC.

7.22. The right of withdrawal belongs only to Users who qualify as consumers under the Civil Code.

7.23. The right of withdrawal does not belong to businesses, i.e., persons acting within the scope of their trade, independent occupation, or business activity.

7.24. *(Applicable only if the Provider also provides services in addition to the sale of goods).* If the Consumer terminates a distance contract after the commencement of performance, they shall be obliged to pay a fee to the business proportionate to the services performed up to the date of communication of the termination to the business. The proportionate amount to be paid by the Consumer shall be determined on the basis of the total amount of the consideration established in the contract plus tax. If the Consumer proves that the total amount determined in this way is excessively high, the proportionate amount shall be calculated on the basis of the market value of the services performed up to the date of termination of the contract.

7.25. Procedure for Exercising the Right of Withdrawal:

- **7.25.1.** If the Consumer wishes to exercise the right of withdrawal, they are obliged to indicate their intention to withdraw via the contact details of the Provider.

- **7.25.2.** The Consumer exercises their right of withdrawal within the deadline if they send their statement of withdrawal before the expiry of the 14th day from the receipt of the product. In the case of a withdrawal in writing, it is sufficient to send the statement of withdrawal within 14 days. In the case of notification by post, the date of posting shall be taken into account; in the case of notification via email, the time the email was sent shall be considered.
 - **7.25.3.** In the event of withdrawal, the Consumer is obliged to return the ordered product to the Provider's address without delay, but no later than within 14 days from the communication of their statement of withdrawal. The deadline is deemed respected if the product is dispatched before the expiry of the 14-day deadline (meaning it does not have to arrive within 14 days). The buyer shall bear the direct costs incurred in connection with returning the goods due to exercising the right of withdrawal. If the business also sells goods in a retail store and the consumer exercises their right of withdrawal in person at the business's retail premises, they are entitled to return the goods to the business at the same time.
 - **7.25.4.** However, the Provider is not obliged to refund to the Consumer any additional costs resulting from the choice of a delivery method other than the cheapest standard delivery method offered by the Provider. The Consumer may also exercise their right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the product.
 - **7.25.5.** In the case of the sale of multiple products, if the delivery of individual products occurs at different times, the customer may exercise the right of withdrawal within 14 days from the receipt of the last delivered product; or, in the case of a product consisting of multiple lots or pieces, from the receipt of the last delivered lot or piece.
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8. WARRANTY AND LIABILITY

Defective Performance

The obligor performs defectively if the service, at the time of performance, does not comply with the quality requirements laid down in the contract or by law. The obligor does not perform defectively if the entitled party was aware of the defect at the time of the conclusion of the contract, or should have been aware of the defect at the time of the conclusion of the contract.

In a contract concluded between a consumer and a business, any stipulation that deviates from the provisions of this chapter regarding implied warranties and commercial guarantees to the detriment of the Consumer shall be null and void.

User qualifying as a Business: Any person acting within the scope of their trade, independent occupation, or business activity.

Implied Warranty (*Kellékszavatosság*)

8.1. In which cases can the User exercise their right to an implied warranty? In the event of defective performance by the Provider, the User may assert an implied warranty claim against the Provider in accordance with the rules of the Civil Code.

8.2. What rights is the User entitled to based on their implied warranty claim? The User may—at their discretion—exercise the following implied warranty claims: they may request repair or replacement, unless the fulfillment of the claim chosen by the User is impossible or would entail disproportionate additional costs for the business compared to the fulfillment of another claim. If the User did not or could not request repair or replacement, they may request a proportionate reduction of the consideration or—as a last resort—may withdraw from the contract. The User may switch from their chosen implied warranty right to another, but the cost of such a switch shall be borne by the User, unless it was justified or the business gave reason for it.

The consumer is also entitled—in proportion to the severity of the breach of contract—to request a proportionate reduction of the consideration or to terminate the sales contract if:

- **a)** the business has not completed the repair or replacement, or has completed it but failed, in whole or in part, to carry out the removal and re-installation, or has refused to bring the goods into conformity with the contract;
- **b)** a repeated performance defect has arisen, despite the fact that the business has attempted to bring the goods into conformity;
- **c)** the defect in performance is of such severity that it justifies an immediate price reduction or the immediate termination of the sales contract; or
- **d)** the business has not undertaken to bring the goods into conformity, or it is clear from the circumstances that the business will not bring the goods into conformity within a reasonable time or without significant inconvenience to the consumer.

If the consumer wishes to terminate the sales contract by reason of defective performance, the burden of proof shall be on the business to demonstrate that the defect is insignificant.

The consumer is entitled to withhold the remaining part of the purchase price—in proportion to the severity of the breach of contract—in whole or in part until the business complies with its obligations related to the conformity of performance and defective performance.

The reasonable period for carrying out the repair or replacement of the goods shall be calculated from the time the consumer notified the business of the defect.

The consumer must make the goods available to the business for the purpose of completing the repair or replacement.

The business shall ensure the return of the replaced goods at its own expense. If the repair or replacement requires the removal of goods that were installed in accordance with their nature and purpose before the defect became apparent, the obligation to repair or replace includes the removal of the non-conforming goods and the installation of the goods delivered as a replacement or repaired goods, or bearing the costs of such removal and installation.

The reduction of the consideration is proportionate if its amount equals the difference between the value of the goods that would have been due to the consumer in the case of conforming performance and the value of the goods actually received by the consumer.

The consumer's implied warranty right to terminate the sales contract may be exercised by means of a legal declaration addressed to the business expressing the decision to terminate.

If the defective performance affects only a specific part of the goods delivered under the sales contract, and the conditions for exercising the right to terminate the contract exist in respect of them, the consumer may terminate the sales contract only in respect of the defective goods. However, they may also terminate it in respect of any other goods acquired together with them if the consumer cannot reasonably be expected to retain only the goods that conform to the contract.

If the consumer terminates the sales contract in its entirety or in respect of part of the goods delivered under the sales contract:

- **a)** the consumer must return the affected goods to the business at the business's expense; and
- **b)** the business must immediately refund to the consumer the purchase price paid in respect of the affected goods as soon as it has received the goods or the proof supporting the return of the goods.

8.3. Within what deadline can the User assert their implied warranty claim? The User (if qualifying as a consumer) is obliged to notify the defect immediately after its discovery, but no later than within two months from the discovery of the defect. However, please note that you may no longer assert your implied warranty rights beyond the two-year statute of limitations (1 year in the case of a business or used products) calculated from the performance of the contract. (In the case of products with an expiration date, the implied warranty can be asserted until the end of the expiration period).

If, in the case of goods containing digital elements, the sales contract provides for the continuous supply of digital content or digital services over a specified period, the business shall be liable for any defect in the digital content or digital service of the goods if the defect occurs or becomes apparent:

- **a)** within two years from the performance of the goods in the case of continuous supply for a period not exceeding two years; or
- **b)** during the entire duration of the continuous supply in the case of continuous supply for a period exceeding two years.

8.4. Against whom can the User assert their implied warranty claim? The User may assert their implied warranty claim against the Provider.

8.5. What other condition is there for enforcing implied warranty rights (if the User qualifies as a Consumer)? Within 1 year from the date of performance, there is no condition for enforcing the implied warranty claim other than the notification of the defect, provided that the User proves that the product or service was provided by the business operating the webshop. However, after the expiry of 1 year from the date of performance, the User shall be

obliged to prove that the defect recognized by the User already existed at the time of performance.

Product Warranty / Product Liability (*Termékszavatosság*)

8.6. In which cases can the Consumer exercise their right to a product warranty, and what rights are they entitled to? In the event of a defect in a movable item, the Consumer may—at their discretion—exercise their implied warranty right or assert a product warranty claim in accordance with the rules of the Civil Code. As a product warranty claim, the Consumer may request the repair or replacement of the defective product.

8.7. Against whom can the product warranty claim be asserted? You may exercise your product warranty rights against the producer or distributor of the product (hereinafter together: manufacturer).

8.8. In which cases is a product considered defective? A product is defective if it does not meet the quality requirements in force at the time of its placing on the market, or if it does not possess the characteristics specified in the description provided by the manufacturer.

8.9. Within what deadline can the Consumer assert their product warranty claim? The Consumer may assert their product warranty claim within two years from the date the product was placed on the market by the manufacturer. Upon expiry of this period, this entitlement is lost.

8.10. What rule of evidence applies when asserting a product warranty claim? When asserting a product warranty claim, you must prove that the product defect already existed at the time the product was placed on the market by the manufacturer.

8.11. In which cases is the manufacturer exempted from its product warranty obligation? The manufacturer is exempted from its product warranty obligation if it can prove that:

- it did not manufacture or place the product on the market within the scope of its business activity, or
- the defect was not recognizable according to the state of scientific and technical knowledge at the time it was placed on the market, or
- the defect of the product results from the application of a statute or a mandatory regulatory requirement.

It is sufficient for the manufacturer to prove one reason for exemption.

Please note that due to the same defect, you may assert an implied warranty claim against the business and a product warranty claim against the manufacturer simultaneously and in parallel. In the event of a successful enforcement of your product warranty claim, you may subsequently assert your implied warranty claim for the replaced product or the repaired part of the product only against the manufacturer.

8.12. In the case of a contract between a consumer and a business, it shall be presumed until the contrary is proven that a defect recognized by the consumer within 1 year following performance already existed at the time of performance, unless this presumption is incompatible with the nature of the item or the nature of the defect. On this basis, the Provider shall not be liable for any warranty or guarantee if it can prove that the damage arose from defective or negligent handling, excessive use, impacts deviating from those specified, or other non-intended use of the products after the risk of loss or damage had passed.

Íme a 9. és 10. pontok hivatalos, pontos angol fordítása. A jogi jegyzőkönyv (*official record / minutes*), a közreműködő (*performance loyalty / subcontractor*), valamint az uniós geoblocking (területi alapú tartalomkorlátozás) rendelet hivatkozásai is a nemzetközi és EU-s jogi terminológiának megfelelően szerepelnek a szövegben.

9. PROCEDURE FOR WARRANTY CLAIMS

(FOR USERS QUALIFYING AS CONSUMERS)

9.1. In a contract concluded between a consumer and a business, the agreement of the parties may not deviate to the detriment of the Consumer from the provisions of NGM Decree No. 19/2014 (IV. 29.) on the procedural rules for handling warranty and guarantee claims on items sold within the framework of a contract between a consumer and a business.

9.2. It is the Consumer's duty to prove the conclusion of the contract (with an invoice, or at least a receipt).

9.3. Costs related to the fulfillment of the warranty obligation shall be borne by the Provider (Section 6:166 of the Civil Code [Ptk.]).

9.4. The Provider is obliged to draw up an official record (*jegyzőkönyv*) of the consumer's warranty or guarantee claim notified to it.

9.5. A copy of the record must be made available to the Consumer immediately and in a verifiable manner.

9.6. If the Provider is unable to make a declaration on the fulfillability of the Consumer's warranty or guarantee claim at the time of its notification, it is obliged to notify the Consumer of its position within five business days in a verifiable manner – including, in the event of rejection of the claim, the reasons for rejection and the option to apply to a conciliation body.

9.7. The Provider is obliged to preserve the record for three years from the date it was drawn up and to present it at the request of the supervisory authority.

9.8. The Provider shall endeavor to carry out the repair or replacement within a maximum of fifteen days. If the duration of the repair or replacement exceeds 15 days, the Provider is obliged to inform the consumer of the expected duration of the repair or replacement. With the consumer's prior consent, this information shall be provided electronically or by another method suitable for verifying receipt by the consumer.

10. MISCELLANEOUS PROVISIONS

10.1. The Provider is entitled to involve a contributor (*közreműködő*) for the fulfillment of its obligations. The Provider shall be fully liable for any unlawful conduct of such contributor as if the Provider itself had committed the unlawful conduct.

10.2. If any part of these GTC becomes invalid, unlawful, or unenforceable, it shall not affect the validity, legality, and enforceability of the remaining parts.

10.3. If the Provider does not exercise a right entitled to it under the GTC, the failure to exercise such right shall not be considered a waiver of that given right. A waiver of any right is valid only in the event of an explicit written declaration to that effect. The fact that the Provider, on one occasion, does not strictly insist on a material term or condition of the GTC does not mean that it waives its right to insist on the strict compliance with that given term or condition in the future.

10.4. The Provider and the User shall attempt to settle their disputes through amicable channels.

10.5. The Parties record that the Provider's webshop operates in Hungary, and its maintenance is also carried out here. Since the website can be visited from other countries, users explicitly acknowledge that the governing law in the relationship between the user and the Provider is Hungarian law. If the user is a Consumer, pursuant to Section 26 (1) of the Code of Civil Procedure (Pp.), the court of the domestic domicile of the defendant (Consumer) shall have exclusive jurisdiction in disputes arising from this contract against the Consumer.

10.6. With regard to access to the products in the webshop, the Provider does not apply different general access conditions for reasons related to the User's nationality, place of residence, or place of establishment.

10.7. Regarding the payment methods accepted by it, the Provider does not apply different conditions for the payment transaction for reasons related to the User's nationality, place of residence, or place of establishment, the location of the payment account, the place of establishment of the payment service provider, or the place of issue of the cash-substitute payment instrument within the Union.

10.8. The Provider complies with REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market, and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC.

11. COMPLAINT HANDLING PROCEDURE

(FOR USERS QUALIFYING AS CONSUMERS)

11.1. The Provider's objective is to fulfill all orders in appropriate quality and to the complete satisfaction of the customer.

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

11.3. The business shall investigate the oral complaint immediately and remedy it as necessary.

11.4. If the consumer does not agree with the handling of the complaint, or if the immediate investigation of the complaint is not possible, the business shall immediately draw up an official record (*jegyzőkönyv*) of the complaint and its position regarding it, and shall proceed in accordance with the rules applicable to written complaints.

11.5. The business shall hand over or send a copy of the record to the consumer:

- **a)** in the case of an oral complaint communicated in person, on the spot;
- **b)** in the case of an oral complaint communicated by telephone or by using other electronic communications services, at the latest simultaneously with the substantive response – unless the consumer has failed to provide all their data required for handling the complaint, pursuant to point 11.8.

11.6. The business is obliged to provide an oral complaint communicated by telephone or by using an electronic communications service with a unique identification number.

11.7. The record drawn up of the complaint must contain the following:

- **a)** the name, residential address, or electronic mail address of the consumer;
- **b)** the place, time, and method of presenting the complaint;
- **c)** a detailed description of the consumer's complaint, and a list of documents, records, and other evidence presented by the consumer;
- **d)** the statement of the business regarding its position on the consumer's complaint, if the immediate investigation of the complaint is possible;
- **e)** the signature of the person drawing up the record and – with the exception of oral complaints communicated by telephone or by using other electronic communications services – the signature of the consumer;
- **f)** the place and time of drawing up the record;
- **g)** in the case of an oral complaint communicated by telephone or by using other electronic communications services, the unique identification number of the complaint; and
- **h)** a warning regarding the provisions of point 11.8.

11.8. If, during the drafting of the record, the consumer fails to provide the data specified in points a) and c) of point 11.7, or refuses to sign the record pursuant to point e) of point 11.7, the business shall omit the application of the provisions contained in point 11.9 during the handling of the oral complaint.

11.9. Unless a directly applicable legal act of the European Union provides otherwise, the business is obliged to respond to a written complaint in writing, in a substantively verifiable manner, within thirty days of its receipt, and to take measures for its communication. A shorter deadline may be established by statutory instruments, and a longer deadline may be

established by an Act of Parliament. The business is obliged to state the reasons for its position rejecting a complaint.

11.10. If the business provides an electronic interface or form for notifying a written complaint, it is obliged to immediately confirm the receipt of the written complaint via the electronic mail address provided by the consumer.

11.11. The business is obliged to preserve the record drawn up of an oral complaint or the written complaint, as well as a copy of its substantive response to the complaint, for three years, and to present it upon the request of the supervisory authority.

11.12. In the event of rejecting a complaint, the business is obliged to inform the consumer in writing as to which authority or conciliation body's procedure they may initiate, depending on the nature of the complaint. The information must further include the seat, telephone and internet contact details, and mailing address of the competent authority or the conciliation body competent according to the consumer's domicile, place of residence, or seat. The information must also cover whether the business has made a general declaration of submission (*alávetési nyilatkozat*).

11.13. The business may omit the investigation of a repeated complaint made by the same consumer with content identical to a previous complaint that has already been substantively answered, containing no new information, as well as a consumer complaint made by an unidentifiable person.

11.14. We inform you that in the event of your complaint being rejected, you may initiate the procedure of an authority or a conciliation body as follows (**the Provider has not made a general declaration of submission**):

11.15. The Consumer may turn to the consumer protection authority:

Pursuant to Section 45/A (1)-(3) of the Consumer Protection Act (*Fgytv.*) and based on Government Decree No. 326/2024 (XI. 14.) on the Designation of the Consumer Protection Authority, the Government Office (*Kormányhivatal*) acts as the general consumer protection authority: <https://kormanyhivatalok.hu/kormanyhivatalok>

11.16. In the event of a complaint, the Consumer has the opportunity to turn to a conciliation body (*békéltető testület*), the contact details of which can be found here:

Name of the Conciliation Body	Seat and Address of the Conciliation Body	Territorial Jurisdiction
Budapest Conciliation Body	Address: 1016 Budapest, Krisztina krt. 99. Phone: (1) 488-2131	Budapest

Name of the Conciliation Body	Seat and Address of the Conciliation Body	Territorial Jurisdiction
	<p>Fax: (1) 488-2186</p> <p>Chair: Dr. Éva Veronika Inzelt</p> <p>Website: https://bekeltet.bkik.hu/</p> <p>Email: bekelteto.testulet@bkik.hu</p>	
<p>Baranya County Conciliation Body</p>	<p>Address: 7625 Pécs, Majorossy Imre u. 36.</p> <p>Phone: (72) 507-154; (20) 283-3422</p> <p>Fax: (72) 507-152</p> <p>Chair: Dr. Ferenc Bércesi</p> <p>Website: www.baranyabekeltetes.hu</p>	<p>Baranya County, Somogy County, Tolna County</p>

Name of the Conciliation Body	Seat and Address of the Conciliation Body	Territorial Jurisdiction
	Email: info@baranyabekeltetes.hu; kerelem@baranyabekeltetes.hu	
Borsod-Abaúj-Zemplén County Conciliation Body	Address: 3525 Miskolc, Szentpáli u. 1. Phone: (46) 501-091 (new cases); 501-871 (ongoing cases) Chair: Dr. Péter Tulipán Website: www.bekeltetes.borsodmegye.hu Email: bekeltetes@bokik.hu	Borsod-Abaúj-Zemplén County, Heves County, Nógrád County
Csongrád-Csanád County Conciliation Body	Address: 6721 Szeged, Párizsi krt. 8-12. Phone: (62) 554-250 / ext. 118 Fax: (62) 426-149 Chair: Dr. Károly Horváth	Békés County, Bács-Kiskun County, Csongrád-Csanád County

Name of the Conciliation Body	Seat and Address of the Conciliation Body	Territorial Jurisdiction
	<p>Website: www.bekeltetes-csongrad.hu</p> <p>Email: bekelteto.testulet@csmkik.hu</p>	
<p>Fejér County Conciliation Body</p>	<p>Address: 8000 Székesfehérvár, Hosszúséta tér 4-6.</p> <p>Phone: (22) 510-310</p> <p>Fax: (22) 510-312</p> <p>Chair: Dr. József Vári Kovács</p> <p>Website: www.bekeltetesfejer.hu</p> <p>Email: bekeltetes@fmkik.hu; fmkik@fmkik.hu</p>	<p>Fejér County, Komárom-Esztergom County, Veszprém County</p>
<p>Győr-Moson-Sopron County Conciliation Body</p>	<p>Address: 9021 Győr, Szent István út 10/a.</p> <p>Phone: (96) 520-217</p>	<p>Győr-Moson-Sopron County, Vas County, Zala County</p>

Name of the Conciliation Body	Seat and Address of the Conciliation Body	Territorial Jurisdiction
	<p>Chair: Dr. Beáta Bagoly</p> <p>Website: https://gymsmkik.hu/bekelteto</p> <p>Email: bekeltetotestulet@gymskik.hu</p>	
<p>Hajdú-Bihar County Conciliation Body</p>	<p>Seat: 4025 Debrecen, Petőfi tér 10.</p> <p>Place of Administration: 4025 Debrecen, Vörösmarty u. 13-15.</p> <p>Phone: (52) 500-710; (52) 500-745</p> <p>Fax: (52) 500-720</p> <p>Chair: Dr. Zsolt Hajnal</p> <p>Website: https://www.hmbekeltetes.hu</p> <p>Email: bekelteto@hbkik.hu</p>	<p>Jász-Nagykun-Szolnok County, Hajdú-Bihar County, Szabolcs-Szatmár-Bereg County</p>

Name of the Conciliation Body	Seat and Address of the Conciliation Body	Territorial Jurisdiction
Pest County Conciliation Body	Seat: 1055 Budapest, Balassi Bálint u. 25. IV/2. Phone: +36 1 792 7881 Chair: Dr. Pál Koncz Website: www.pestmegyeibekelteto.hu ; www.panaszrendezes.hu Email: pmbekelteto@pmkik.hu	Pest County

11.17. The competence of the conciliation body includes settling consumer disputes out of court. The task of the conciliation body is to attempt to reach an agreement between the parties for the purpose of settling the consumer dispute; in the event of this being unsuccessful, it shall make a decision on the matter to ensure the simple, fast, efficient, and cost-effective enforcement of consumer rights. Upon the request of the consumer or the Provider, the conciliation body shall provide advice regarding the rights and obligations of the Consumer.

In the conciliation body procedure, in the absence of an agreement, the panel shall, on the merits of the case:

- **a) adopt a binding decision (*kötelezést tartalmazó határozat*) if:**
 - **aa)** the request is well-founded, and the business has acknowledged the decision of the conciliation body as binding upon itself in its general declaration of submission pursuant to Section 36/C – registered with the conciliation body or chamber, or communicated in its commercial communication –, at the beginning of the procedure, or at the latest until the decision is adopted, **or**
 - **ab)** the business has not made a declaration of submission, but the request is well-founded and the consumer's claim intended to be enforced does not exceed **250,000 HUF (approx. 620 EUR)**, either in the request or at the time the binding decision is adopted; **or**

- **b) make a recommendation (*ajánlás*) if:**
 - the request is well-founded, but the business declared at the beginning of the procedure that it does not recognize the decision of the panel as binding, or if it failed to make any declaration regarding the recognition of the panel's decision at all.

11.18. In the case of a cross-border consumer dispute related to an online sales or online service contract, the conciliation body operated by the chamber designated by the decree of the minister responsible for consumer protection shall have jurisdiction.

11.19. The business is subject to an obligation of cooperation in the conciliation body procedure; within this framework, it is obliged to send its response document to the conciliation body with the content specified in the Consumer Protection Act (*Fgytv.*) and within the deadline mentioned therein. With the exception of the application of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, the business is obliged to ensure the participation of a person authorized to reach an agreement at the hearing. At an online hearing, the representative of the business authorized to reach an agreement is obliged to participate online. If the consumer requests a personal hearing, the representative of the business authorized to reach an agreement is obliged to participate at least online in the hearing.

11.20. If the Consumer does not turn to a conciliation body, or if the procedure did not lead to a result, the Consumer has the opportunity to turn to a court to settle the dispute. The lawsuit must be initiated with a statement of claim (*keresetlevél*), which must indicate the following information:

- the acting court;
- the names, residential addresses, and procedural status of the parties and their representatives;
- the right intended to be enforced, presenting the facts serving as its basis and their evidence;
- the data from which the competence and jurisdiction of the court can be established;
- a definitive request for the court's decision.

The document, or a copy thereof, the content of which is cited as evidence, must be attached to the statement of claim.

12. COPYRIGHTS

12.1. Given that the website <https://www.yuliah.com> constitutes a copyright work, it is prohibited to download (reproduce), re-communicate to the public, use in any other manner, electronically store, process, or sell the content appearing on the website <https://www.yuliah.com> or any parts thereof without the written consent of the Provider – with the exception of legal documents, as the User may download and store the GTC and the Privacy Policy in any form without any conditions or restrictions.

12.2. Any adoption of materials from the website <https://www.yuliah.com> and its database, even with written consent, is permitted only with a reference to the given website.

12.3. The Provider reserves all rights to all elements of its service, its domain names, secondary domain names formed with them, and its online advertising spaces.

12.4. It is prohibited to adapt or reverse engineer the content or specific parts of the website <https://www.yuliah.com>; to create user IDs and passwords in an unfair manner; or to use any application by which the website <https://www.yuliah.com> or any part thereof can be modified or indexed.

12.5. The name <https://www.yuliah.com> enjoys copyright protection; with the exception of references, its use is possible exclusively with the written consent of the Provider.

12.6. The User acknowledges that in the event of use without a utilization license, the Provider is entitled to liquidated damages (penalty). The amount of the penalty is **gross 150 EUR per image** and **gross 50 EUR per word**. In the event of a copyright infringement, the Provider shall apply a notarial certification of facts, the cost of which shall also be charged to the infringing user.

13. DATA PROTECTION

The Privacy Policy of the website is available on the following page:
<https://yuliah.com/privacy-policy/>

Győr, May 18. 2026

Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the contract)

To:

- **Name:** Barth Designs Kft.
- **Postal Address:** 19 Dózsa György rakpart, Győr, 9026, Hungary
- **Email Address:** info@yuliah.com
- **Phone Number:** +36 30 611 5327

I, the undersigned, hereby give notice that I withdraw from my contract of sale of the following goods:

Date of order / Date of receipt:

Name of the Consumer(s):

Address of the Consumer(s):

Signature of the Consumer(s) *(only if this form is notified on paper):*

Date: