

General Terms and Conditions

Introduction

These General Terms and Conditions (GTC) contain the terms and conditions for the use of the toldiclub.com website operated by **ToldiClub** - Tamás Mester, a sole proprietor.

Purchases made on this website (internet purchases) are contracts concluded at a distance, i.e. the contract is concluded in the absence of the simultaneous presence of the trader and the consumer. Please read this document carefully before finalising your order, because by finalising your order you accept the contents of these GTC! This document will not be filed and will be concluded in electronic form only

EU and Hungarian law apply to contracts concluded online, so contracts concluded online have the same legal consequences as contracts concluded in the traditional way (written or oral). A contract governed by the following terms is a distance contract under the Civil Code, which is subject to the provisions of the Hungarian Act on electronic commerce services and certain aspects of information society services of 2001 on the information on the service provider and the steps to be taken for electronic contracting. The detailed conditions for the exercise of the right of withdrawal are governed by the provisions of Government Decree No 45/2014 (26.II.) of 13 June 2014 on the detailed rules of contracts between consumers and businesses, and by the provisions of Act CLV of 1997 on consumer protection and Act V of 2013 on the Civil Code.

For any questions regarding orders and deliveries and information on the website, please contact us using the contact details provided.

Service provider (seller) details

Name of the service provider company: Tamás Mester Individual Contractor

Short company name of the service provider: Mester Tamás E V

Registered office and postal address of the company: 9700 Szombathely, Szent Imre Herceg Útja 12.

Name of the representative of the service provider: Mester Tamás

VAT number: 59980753-1-38

Registration number: 58033195

Statistical number: 59980753-3230-231-18

Contract language: Hungarian

Electronic contact: info@toldiclub.com

Telephone contact: +36 70 637 1807

Bank account number of the service provider: OTP Bank 11747006-27273986-00000000 (IBAN HU61117470062727398600000000 for transfers from abroad)

Contact details of the provider's customer service:

Phone: +36 70 637 1807

E-mail: info@toldiclub.com

Data of the hosting provider: name: Unas Online Kft., registered office: 9400 Sopron, Kőszegi út 14., tel. no.: +3699 200 200, mail: unas@unas.hu.

Basic provisions

1. The issues not regulated by these Rules and the interpretation of these Rules shall be governed by Hungarian law, in particular with regard to the provisions of Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Elker. tv.), and the relevant provisions of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.

2. The Service Provider is entitled to unilaterally amend these Regulations. The Service Provider shall publish the amendments on its websites 11 (eleven) days before they enter into force. By using the Websites, Users agree that all regulations relating to the use of the Websites shall automatically apply to them.

3. The User, if he/she enters the webshop website operated by the Service Provider or reads its content in any way, even if he/she is not a registered user of the webshop, acknowledges the provisions of the Regulations as binding for him/her. If the User does not accept the Terms and Conditions, he/she is not entitled to view the contents of the webshop.

4. The Service Provider reserves all rights in respect of the webshop website, any part thereof and the content displayed thereon, as well as the distribution of the website. It is prohibited to download, electronically store, process or sell the content or any part of the content of the webshop without the written consent of the Service Provider.

Definitions

Parties: seller and buyer jointly;

Consumer: a natural person acting outside his/her trade, profession, self-employed occupation or business;

Business: a person acting in the course of his trade, profession, self-employed occupation or business;

Product: a movable thing offered for sale, other than a thing sold by way of execution or other official act.

Electronic commerce service: an information society service the purpose of which is the sale, purchase, exchange or other use, in the course of a business, of movable tangible property, including money and securities, and of natural resources which can be used as property, of a marketable item of property, real estate, rights in rem or other rights in rem;

Electronic means: the use of wire, radio, optical or other electronic equipment for the processing, storage or transmission of electronic data;

Device for remote communication: a device that enables the parties to make a contractual statement in their absence in order to conclude a contract. Such means include, in particular, addressed or unaddressed printed matter, standard letters, advertisements with order forms published in the press, catalogues, telephones, faxes and Internet access devices;

Contract: a mutual and consensual legal act between the parties which creates an obligation to provide a service and an entitlement to claim the service;

Distance contract: a consumer contract concluded without the simultaneous physical presence of the parties in the context of a distance sales system organised for the supply of a product or service covered by the contract, where the parties use only a means of

distance communication to conclude the contract.

Registration and purchase

1. By purchasing/registering on the website, the User declares that he/she has read and accepted the terms and conditions of these GTC and the Privacy Policy published on the website and consents to the processing of data.
2. In case of false data or data that can be linked to another person provided during the purchase/registration, the resulting electronic contract shall be null and void. The Service Provider excludes its liability if the User uses its services in the name of another person and with the data of another person.
3. The Service Provider shall not be held liable for any delivery delays or other problems or errors due to incorrect and/or inaccurate data provided by the User.
4. The Service Provider shall not be liable for any damages resulting from the User forgetting his/her password or from the password becoming accessible to unauthorized persons for any reason not attributable to the Service Provider.

Products and services available for purchase

1. The ToldiClub website sells unique, handcrafted, wooden sports equipment.
The products available for purchase and their description can be viewed on the website. Please note that the products are unique, handmade artisan products. As such, where more than one of a type of product is made, it cannot be guaranteed that they are completely identical to each other, please note that variations are possible. Any deviations due to the specific nature of the handicraft production referred to in this paragraph shall not constitute non-performance of the contract and shall not give rise to any warranty claims or any other legal remedies for breach of contract.
The products displayed can only be ordered online, by personal delivery or by home delivery.
The products on the website are exempt from VAT, i.e. the prices shown next to them do not include VAT.
They do not include delivery costs, which are added to the price of the products at the final stage of the order.
The products displayed can only be ordered online.
The prices displayed for the products are in EUR.
Delivery costs include packaging costs.
2. On the website, the Service Provider shall display the name and description of the product in detail, and shall display a photo of the product. The colour of the products displayed on the product data sheet may differ from the real colour due to different monitor settings. We cannot be held responsible for any discrepancy between the image displayed in the webshop and the actual appearance of the product.
3. If a promotional price is introduced, the Service Provider shall fully inform Users about the promotion and its exact duration.
4. If, despite all due care, the Service Provider displays an incorrect price on the Website, in particular a price of "0" Ft/EUR or "1" Ft/EUR that is obviously incorrect, e.g. significantly different from the well-known, generally accepted or estimated price of the product, or a "0" Ft/EUR or "1" Ft/EUR price due to a system error, the Service Provider is not obliged to deliver the product at the incorrect price, but may offer to deliver the product at the correct price, in the knowledge of which the Customer may withdraw from the purchase.

In the case of an incorrect price, there is a striking discrepancy in value between the true price of the product and the price indicated, which should be immediately apparent to the average consumer. According to Act V of 2013 on the Civil Code (Civil Code), a contract is concluded by the mutual and consensual expression of the will of the parties. If the parties cannot agree on the contractual terms, i.e. if there is no mutual and unanimous expression of the will of the parties, the contract is not a valid contract, which would give rise to rights and obligations. On this basis, an order confirmed at an incorrect/incorrect price shall be considered as a void contract.

How to order

1. After registration, the User logs in to the webshop.
2. User selects the product to be purchased and then sets the quantity.
3. User adds the selected products to the shopping cart. If the product can be personalised, please enter the unique name/description in the message box that appears when adding the product to the basket. The user can view the contents of the basket at any time by clicking on the "basket" icon.
4. If you do not wish to purchase any further products, you can check the number of items you wish to purchase. Click on the "delete - X" icon to delete the contents of the basket. To finalise the quantity, click on the "update/update basket" icon.
5. User selects the delivery address and then the delivery/payment method, the types of which are as follows.

Payment methods and costs

Barion credit card payment: Barion is a secure and convenient service through which you can pay by credit card on our site.

Barion Payment Zrt is an institution supervised by the National Bank of Hungary, licence number H-EN-I-1064/2013.

Order processing and fulfilment

1. The website is open 24 hours a day. Orders are processed from 8 am to 6 pm on working days.
An automatic reply will be sent to you when your order is accepted.
Some of the products are in stock, but some products are made to order, so there is a lead time. This can take up to 15-20 working days depending on the number of orders, so if you are ordering for an occasion, please plan ahead.
Of course, you can notify us of your urgent requirement using the contact details provided and we will do our best to meet your deadline.
2. If the Service Provider and the User have not agreed on the time of performance, the Service Provider shall be obliged to perform the contract within the time or date specified in the User's request, or in the absence of a request, within 30 days of the receipt of the order by the Service Provider at the latest.
3. If the Service Provider fails to fulfil its contractual obligations because the product specified in the contract is not available, it shall inform the User thereof in writing or by telephone within 72 hours and refund the amount paid by the User without delay, but no later than within thirty days.
4. The Service Provider shall not be liable for any unannounced changes to descriptions and specifications.
5. In particular, the Service Provider may cancel or suspend the whole or part of the cancelled orders. Partial fulfilment may only take place after consultation with the User!