

COMPLAINT PROCEDURE OF FESTA KFT

This complaint is handled by FESTA Kft., 1024 Budapest, Rómer Flóris u. 8.B. 3rd floor, company registration number: 01-09-435822, tax number: 32657797-2-41 (hereinafter: seller) applies to the sale of goods.

1.

GENERAL PROVISIONS

1.1 This complaint procedure (hereinafter: Complaint procedure) CLV of 1997. was prepared in accordance with the current version of the Act on Consumer Protection (hereinafter: Consumer Protection Act).

1.2 The products of FESTA Kft. means the products distributed by FESTA Kft., the products included in the company's price list and presented on the website of FESTA Kft.'s online store at www.festatools.hu (hereinafter: "Products").

1.3 The seller (supplier, manufacturer, importer) means the company FESTA Kft., whose registered office is: 1024 Budapest, Rómer Flóris u. 8.B. 3rd floor (hereinafter: "For Sale"). During the conclusion and performance of the sales contract, the seller acts as part of his business activities. The Seller is an entrepreneur who directly delivers the Products to the Buyer.

1.4 Buyer (customer, buyer) is the legal entity that enters into a sales contract with the Seller for the purpose of purchasing Products. Buyer shall be understood on the one hand as a natural person who, during the conclusion and fulfillment of a sales contract with the Seller, does not act in the context of his business activity or independent exercise of his profession (hereinafter: Buyer-consumer"), as well as other legal entities (hereinafter: "Buyer - entrepreneur"). The customer-consumer and the customer-entrepreneur are collectively called the "Buyer".

1.5 These Complaints Regulations regulate the procedure for claiming defects in the Products delivered by the Seller to the Buyer, as well as the mutual rights and obligations of the parties.

1.6 This complaint policy is an annex and an inseparable part of the business conditions and the goods purchase contract, the subject of which is the sale of the Products by the Seller to the Buyer. By concluding the contract for the purchase of goods, the Buyer expresses that he agrees with the Seller's Terms and Conditions and these Complaints Regulations, and confirms that he has read them.

2.

BUYER'S OBLIGATION TO CHECK

2.1 The Buyer is obliged to inspect the Product in a regular manner, i.e. inspect the product, check its properties and quantity, and check that the accessories are complete.

2.2 The Buyer is obliged to carry out the inspection immediately after receiving the Product from the carrier, in case of dispatch of the goods. If there is any damage to the Product packaging, delivered with the Product, or to the Product itself that is obvious upon receipt from the carrier, the Buyer is obliged to notify the carrier and record the discovered facts in the waybill, or record a complaint report.

2.3 In case of personal acceptance, the Buyer is obliged to check the Product and its accessories when taking over the Product from the Seller, or, if this is not possible due to the nature of the

Product, then the Product immediately after taking over. The Buyer is obliged to confirm the receipt of the Products in writing to the Seller on the handover report.

2.4 Upon receipt of the Product, the Buyer confirms that there is no obvious damage to the Product and that the packaging is not damaged. In the event of a subsequent claim for defects detected during this inspection (e.g. missing accessories, external damage), the Buyer must clearly and convincingly prove that the product already had these defects at the time of receipt, in order for the claim to be successful.

3.

RIGHTS ARISING FROM ERRORS

3.1 Defect upon receipt: The Seller is responsible to the Buyer for ensuring that the Product is defect-free upon receipt by the Buyer, which means that:

the. The product has the properties that the Seller described or that the Buyer expected based on the nature of the goods and on the basis of the advertising carried out by the Seller.

b. The Product is suitable for the purpose that the Seller indicates for its use, or for which this type of thing is usually used.

c. The Product is in the correct quantity, size or weight.

d. The Product complies with the legal requirements.

e. The documents required to use the Product are complete and correct.

f. The Product is not bound by legal restrictions.

3.2 The buyer is not entitled to a defect if he caused the defect himself or if he already knew that the Product was defective before receiving the goods.

3.3 Claims arising from material defects: If the defective performance (handover defect) is a material breach of contract, the Buyer has the right,

the. to eliminate the defect by delivering a new Product without defects or by handing over the missing Product or Product accessories

b. to eliminate the error by repairing the Product

c. for a reasonable discount from the purchase price, or

d. withdraw from the contract.

3.4 Claims resulting from minor deficiencies: If the faulty performance (handover error) is a slight breach of contract, the Buyer has the right to remedy the error or to a reasonable discount on the purchase price.

4.

FILING A COMPLAINT

4.1 If the product is defective upon receipt by the Buyer, the Buyer shall be entitled to the rights listed in point 3 of these complaint regulations.

4.2 A necessary condition for the effective exercise of the Buyer's rights is that the Buyer informs the Seller about the defects of the Product (the complaint about the Product) in the manner and within the time limit specified in this complaint policy.

4.3 In the event of a complaint, the Buyer must prove that the Product was purchased from the Seller by presenting the original tax receipt, which is always attached to the Products, or the original copy of the duly completed warranty card. The warranty card is only related to some of the Seller's products. If the Product is not accompanied by a warranty card, a tax receipt must be used for the complaint.

4.4 Notification obligation: A defect detected in the Product must be notified in writing, either on paper or in electronic form, and must include in particular a description of the defect, the manner in which the defect manifested itself, a description of the relationship, the product, the measured values and the time when the customer has noticed the defect, as well as a photo of the defect (hereinafter: written report). For cordless tools, you must present a warranty card and proof of purchase or register at www.festa.tools/myfesta/register.

4.5 The Customer may submit his complaint orally (by phone). Notification by phone is possible on the mobile phone number 06 20 667 1411. A record of the verbal complaint is drawn up, a copy of which is sent to the Buyer by the Seller within 30 days at the same time as the complaint is evaluated.

4.6 The Buyer can make a written report according to the previous point of the Complaints Regulations on the Seller's form ("Complaint form") available at www.festatools.hu/hu/reklamace, but also in another form or on his own form (complaint form), or contact our company at reklamacio@festatools.hu email address. However, the notification must always contain the details of the complaint given in the previous point, otherwise the complaint may not be recognized as well-founded by the Seller. The Buyer is obliged to provide the Seller with additional known information at the Buyer's request. The Customer can also validate the defect notification and defect claim in writing at the following postal addresses: FESTA Kft., 1024 Budapest, Rómer Flóris u. 8.B. 3rd floor.

4.7 The seller is obliged to issue a written confirmation to the buyer, in which the time and place of the complaint, the characteristics of the alleged defect, the necessary method of settlement of the complaint and the method of informing the buyer must be indicated.

4.8 Claim selection: The Buyer is obliged to notify the Seller of the selected defect claim (listed in point 3 of these complaint regulations) upon notification of the defect or within 5 working days from the notification of the defect. The chosen solution cannot be changed by the Buyer without the consent of the Seller. An exception is the case where the Customer has requested the correction of an error that turns out to be irreparable.

4.9 Loss of certain rights: If the Buyer does not inform the Seller in time which rights he has chosen among the errors, he is only entitled to a reasonable discount from the purchase price if the Seller does not consider eliminating the error.

4.10 Limitation of claims: The customer may not withdraw from the contract and may not demand the delivery of a new product if he cannot return the product in the condition in which he received it.

4.11 Complaint times: The Buyer must notify the Seller of all defects - obvious, hidden, guaranteed - without undue delay and within a deadline, after they have been able to discover them during a timely inspection and due care. In addition, hidden defects detected upon receipt of the goods can be reported no later than two years after receipt of the goods. In addition, warranty defects can be reported to the Seller by the end of the warranty period at the latest. Due to the nature of the

Products, the Seller believes that, as a general rule, the deadline will be met "without undue delay" if the notification is made within 5 working days.

4.1.2 Premature complaint: If the Buyer does not report product defects in time, he loses his right to withdraw from the contract. If the Buyer does not report product defects in time, the Buyer's claim cannot be recognized as well-founded.

4.1.3 If a defect occurs on the Product, the Buyer must refrain from any intervention in the Product and allow the Seller to examine the defect. To this end, the Buyer is obliged to present or make available the defective Product.

4.1.4 Sending the Product for complaint: In the event that the Buyer sends the Product to the Seller with a delivery service, he is obliged, for his own sake, to pack the complained product in suitable and sufficiently protective packaging material that meets the requirements of the Regulations. The transport must be chosen in such a way that the product is not damaged during transport. In the case of Fragile Products, you must mark the shipment with the appropriate symbols. The shipment must contain the claimed product (including complete accessories) as well as proper identification of the claimant and the claimant. We recommend that you attach a copy of the error report and a copy of the sales receipt with the Buyer's exact contact details.

4.1.5 Access to the requested Product: In the event that, due to the nature of the goods, it is not possible to present the Product to the Seller for inspection (especially in the case of Products that by their nature are system solutions), the Buyer must allow the Seller or the persons through whom the Seller fulfills its obligations, access to the location of the defective product.

4.1.6 The Buyer is obliged to provide the Seller with all necessary cooperation in the elimination of errors.

4.1.7 If the buyer does not comply with the obligations contained in this section of the complaints policy, the Seller will not recognize his claim due to the defect.

4.1.8 Within 6 months of the sale of the goods, in the event of a hidden defect in the goods (caused by improper use or wear and tear), which cannot be removed, we will replace the goods with a new one. If the complaint is settled by replacing the goods, there is no new deadline for exercising the rights resulting from faulty performance, but the duration of the complained of goods continues.

4.1.9 In the case of a defect in the goods that the buyer can repair himself, a reasonable discount on the purchase price can be applied based on a prior written mutual agreement.

5.

EXEMPTION OF THE SELLER

5.1 The seller is not responsible for product defects in the following cases:

a. if the goods are defective upon receipt, and in the event of such a defect, a discount is agreed on from the purchase price.

b. if it is caused by the buyer and results from improper use, storage, unprofessional maintenance, intervention by the buyer or mechanical damage to the goods or use exceeding the permissible load.

c. if the goods are used and the defect corresponds to the use or wear and tear the goods were subject to when the goods were received by the buyer.

- d. if the defect was caused by improper installation, handling, servicing of the goods or neglect of the care of the goods.
- e. carrying out an unqualified intervention or changing parameters.
- f. the use of the goods in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical effects of the environment specified by the seller or the manufacturer.
- g. damages caused by force majeure;

The Buyer-entrepreneur undertakes to reimburse the Seller in full for all costs incurred by the Seller as a result of the Buyer-entrepreneur's unauthorized claim enforcement.

6.

DEADLINES FOR HANDLING THE CLAIM

6.1 The Seller will handle product complaints without undue delay, but no later than within 30 days of the notification of the product defect by the Buyer, i.e. the product defect request in accordance with these complaint regulations. The deadline for handling the complaint is counted from the day the complaint is received by the Seller until the day the complaint is handled by the Seller.

6.2 The legality of each complaint is established by the expert responsible employee of the Seller, who communicates his opinion to the Buyer in the Complaints Report.

7.

REFUSAL TO ACCEPT CLAIMS

7.1 The Seller is entitled to refuse to complain about the Product if the Product is unreasonably contaminated or its parts are contaminated.

8.

HANDLING OF CLAIMS

8.1 After handling the complaint, the Seller notifies the Buyer by SMS, e-mail or telephone. If the Product was sent by a delivery service, it will be sent to the Customer's address after processing.

8.2 The Seller issues or sends a written confirmation to the Buyer, in which it indicates the date and method of settlement of the complaint, the confirmation of the repair and the duration of the complaint, or the reasons for rejecting the complaint.

8.3 If the requested Product is not received from the warranty repair within 4 months from the date of completion of the warranty repair, the Buyer is obliged to pay a HUF 1,000 storage fee to the Seller for each day of delay in receiving the Product.

9.

BUYER'S FURTHER REMEDIES

A Buyer who is considered a consumer (individual) may turn to the following bodies, the consumer protection authorities competent according to the place of residence, in the event of rejection of the complaint, or in the event of the 30-day statutory response period prescribed for the investigation of the complaint being unsuccessful:

9.1 If FESTA Kft. complaint handling activities were not carried out to the satisfaction of the consumer, or the consumer FESTA Kft. rejected, you can request the free procedure of the territorially competent Conciliation Boards. To initiate the procedure, the customer who is considered a consumer must initiate the procedure at the contact details of the Conciliation Board operating under the county chamber of commerce competent for the purchase or the consumer's place of residence. You can access the list of county organizations at www.bekeltetes.hu, among others. In cases like this, the consumer has the opportunity to go to court, for example, if the conciliation did not bring him a satisfactory result.

9.2 If FESTA Kft. violated the laws provided to the consumer during the handling of the complaint (for example, did not provide a timely or substantial response to the written or oral complaint, deceived the consumer, or committed other violations of the law related to consumer protection), the consumer should contact the district offices competent for the place of residence can turn. Contact information of district offices: <http://jarasinfo.gov.hu/>.

10.

FINAL PROVISIONS

10.1 These Complaints Handling Regulations enter into force on 11/15/2024.

10.2 All previous versions also expire on this date. We reserve the right to change the complaint handling policy.

10.3 The Complaint Form is an integral part of these Complaints Regulations.

Budapest, November 15, 2024.