

General Terms and Conditions

GENERAL TERMS AND CONDITIONS (GTC)

of the

www.dariusmusic.eu

due from the date: 11-02-2019

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Preamble

Welcome to our website! Thank you for your trust in shopping with us.

This [webshop GTC](#) was created with the Consumer Friendly GTC generator.

Please read this document carefully before finalizing your order, as by finalizing your order you are agreeing to the terms of this GTC.

If you have any questions about these General Terms and Conditions, the use of the website, the individual products, the process of purchase, or if you would like to discuss specific needs with us, please contact us by the contact details provided.

Information: data of the Provider (Seller, Company)

Name: Darius- Musik Kereskedelmi KFT

Headquarters: H-1061 Budapest Paulay Ede u. 58

Address: H-1061 Budapest Paulay Ede u. 58

Address of shop, point of transfer: H-1061 Bp. Paulay Ede u. 58

Registering authority: Fővárosi Törvényszék (Budapest Municipal Court) as Company Registry

Company registration number: Cg.01-09-263653

Tax number: 10841406-2-42

Representative: Zoltán Délczeg

Phone: 06209441938

E-mail: info@dariusmusic.eu

Website: <http://www.dariusmusic.eu>

Bank account number: 10404072-49485054-51501049

Hosting service provider:

Name: UNAS Online Kft.

Headquarters: H-9400 Sopron, Kőszegi út 14.

Contact Details: unas@unas.hu

Terms

Parties: Seller and Customer together

Consumer: a natural person acting outside his trade, profession or business

Consumer contract: a contract of which one of the subjects is considered a consumer

Website: this website, serving the formation of a contract

Contract: Sale and Purchase Agreement between Seller and Buyer using the Website and e-mail messages

Device for remote communication: a tool that makes it possible to make a declaration of intent for remote parties for concluding a contract. Such tools include, in particular, addressed or unaddressed printed matter, standard letters, advertisements published in the press with order forms, catalogues, telephone, fax and access to the Internet

Distance contract: a consumer contract that is concluded in a distance sale system created for providing a product or a service without the simultaneous physical presence of the contracting parties, using a device that helps remote communication.

Product: marketable movable property displayed on the website for purchase that is an object of the contract

Company: a person acting inside his trade, profession or business

Customer/You: the person who concludes the contract making an offer through the Website

Warranty: For contracts concluded between consumers and companies (hereinafter: consumer contract), according to the Civil Code,

1. a) warranty for the fulfilment of the contract voluntarily undertaken by the company for the proper fulfilment of the contract in addition to, or in the absence of, its legal obligation;
2. b) mandatory warranty based on regulations

Relevant Legislation

The Contract is governed by the provisions of Hungarian law and, in particular, by the legal provisions:
Act CLV of 1997 on consumer protection.

Act CVIII of 2001 on certain issues of electronic commerce services and information society services

Act V of 2013 on the Civil Code

Gov. decree No. 151/2003. (IX.22.) on the statutory guarantee for certain durables

Government Decree No. 45/2014. (II.26.) on the Detailed Provisions of Contracts Concluded between Consumers and Companies

National Economy Decree 19/2014. (IV.29.) on the procedural rules for administering warranty and guarantee claims on products sold to consumers under a contract between the consumer and enterprise

Act LXXVI. of 1997 on copyright

Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information

Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 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, Regulation (EC) No 2006/2004 and Regulation (EU) 2017/2394, and Directive 2009/22/EC of the directive's amendments

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

The Validity and Approval of the GBC

The content of the contract between us - in addition to the provisions of relevant binding legislation - is defined in these General Terms and Conditions (hereinafter: GTC). This GTC contains the rights and obligations binding the Company and you, the conditions of a contract being concluded, fulfilment deadlines, payment and shipment requirements, regulations of obligations, and the conditions for exercising the right of withdrawal.

The technical information required for the use of the Website not contained in this GTC is provided by other sources available on the Website.

You are obliged to get to know the contents of this GTC before finalizing your order. By making a purchase through our web shop, you accept the provisions of this GTC as binding, and the GTC is part of the contract between you and the Seller.

Language and Form of the Contract

The language of the contracts covered by this GTC is the Hungarian.

Contracts falling within the scope of this GTC are not considered to be written contracts and shall not be registered by the Seller.

Electronic Billing

According to Paragraph 175. of Act CXXVII. of 2007. our company performs electronic invoicing. By accepting the General Business Conditions you accept the use of electronic invoices.

Prices

Prices are in HUF and include 27% VAT. Prices are for information only and we reserve the right to change them.

Prices are in Hungarian Forints. The gross prices displayed in the store have a 0% VAT rate. We reserve the right to change prices.

Complaint Management and Enforcement of Rights

The consumer may submit consumer complaints regarding the product or the activity of the Seller at the following contacts:

- Location of the Customer Service Office: H-1061 Bp. Paulay Ede u. 58
- Customer service opening hours:

M-F 10-18h

Saturday: 10-13h

- Phone: 06209441938
- Website address: <http://www.dariusmusic.eu>
- E-mail: info@dariusmusic.eu

Making notes in the Customer Log The customer log is available in the Seller's shop (customer service). The Seller will reply to all entries in writing in 30 days.

The consumer may communicate **his complaint to the company, either orally or in writing**, relating to the conduct, conduct or omission of the company or a person acting for or for the benefit of the company in connection with the distribution or sale of the goods to the consumer.

Complaints communicated orally must be immediately investigated or solved by the company. If the consumer does not agree with the way the complaint is handled, or the immediate investigation is not possible, the company must immediately draw up a report about the complaint and the state the process is in, and must hand a copy of the report to the customer immediately in the case of an orally communicated complaint. In the case of a complaint made on the telephone or an electronic communications service (similarly to the regulations regarding complaints communicated in writing), the report must be sent along with a substantive response in 30 days. In other cases the company must act according to regulations on written complaints. **Written complaints must be answered in writing within thirty days of receipt by the company**, unless a directly applicable act of the European Union directs otherwise. A shorter deadline can be determined by a statute, a longer deadline can be set by law. When rejecting the complaint, the company must provide an explanation. A complaint made on the telephone or an electronic communications service shall be assigned a unique identification number.

The report of the complaint must contain the following:

1. name and address of the consumer,
2. the date, location and method of proposing the complaint,
3. a detailed description of the consumer's complaint, a record of the documents and evidence provided by the consumer,
4. a statement by the business regarding the consumer's complaint, if an immediate investigation of the complaint is possible,
5. the signature of the person making the report and - except for complaints made orally through telephone or other electronic communication service - the signature of the consumer,
6. date and place of drawing up the report,
7. in the case of complaints made orally through telephone or other electronic communication service the identification number of the complaint.

The company must keep a record of the complaint and a copy of the response for five years and present it to the authorities upon request.

If the complaint is rejected, the company is obliged to inform the consumer in writing which authority or conciliation body may initiate its proceedings, by its nature. The information must also include the headquarters, phone number and internet contacts, and mailing address of the competent authority and of the conciliation body based on the consumer's address or place of residence. The information must also include whether the company intends to use the procedures of a conciliation body to resolve the dispute.

If the dispute between the Seller and the consumer during the negotiations, the following enforcement possibilities are available to the consumer:

Filing a complaint with the **Consumer Authorities** If the consumer detects a violation of their consumer rights, they are entitled to complain to the competent consumer protection authority of their residence. After an examination of the complaint the authority decides about the initiation of a consumer protection procedure. The first instance authority tasks are fulfilled by district authorities of the consumer's residence, their list can be found here: <http://jarasinfo.gov.hu/>

Legal Procedure. The Client can make claims on a consumer dispute in a civil procedure according to Act V of 2013 on the Civil Code and Act CXXX. of 2016 on Civil Procedure.

Please be advised that you may file a consumer complaint with us. If your consumer complaint is rejected, you are also entitled to turn to the Conciliation Body competent for your place of residence: procedures by the conciliation body can only be initiated if the consumer has attempted to settle the dispute with the company concerned directly before. The procedure shall be conducted by the conciliation body indicated in the consumer's application (at the request of the consumer), instead of the competent body.

The company has an obligation to participate in the procedure of the conciliation body.

In that context the company is obliged to send their **response** to the conciliation panel and **ensure the presence of a person authorized** for the conclusion of an agreement at the hearing.

In case the registered seat or site of the company is not registered in the county competent for the chamber operating conciliation panel, the company's obligation to cooperate covers the offer of the possibility of a written agreement complying with the needs of the consumer.

If the obligation above is breached, the consumer authority has jurisdiction and therefore due to a change in regulation, in case the company performs unlawful conduct a mandatory fine must be put in place, the fine is obligatory. In addition to the Act on Consumer Protection, the relevant provisions of the Small and Medium-sized Enterprises Act has also been amended, so that fines can be imposed on small and medium-sized enterprises as well.

In the case of small and medium-sized enterprises, the fine may range from HUF 15000 to HUF 500000, while in the case of small and medium-sized enterprises subject to the Accounting Act with annual net sales exceeding HUF 100 million, to 5% of the annual net sales revenue of the enterprise but only up to 500 million forints. The legislative authority aims to highlight the importance of working together with conciliation panels and aims to encourage companies to participate actively in conciliation procedures.

Settling the consumer dispute out of court falls into the competency of the conciliation panel. The task of the conciliation panel is to attempt to settle the consumer dispute with an agreement, in failure to do so it makes a decision on exercising consumer rights in a simple, quick, efficient and cost-effective manner. The conciliation panel provides advice at the request of the consumer or the company about the rights and obligations of the consumer.

The proceedings of the conciliation body commence at the request of the consumer. The request must be handed to the chairman of the conciliation body: a written message in the form of a letter, telegram, teleprinter or fax, or any other device, that lets the addressee to store the data they receive and the stored data can be displayed in an unchanged and format and content.

The request must contain

1. the name of the consumer, their address and place of residence,
2. the name, headquarters, or concerned unit of the company concerned by the consumer dispute,
3. the designation of the body requested by the consumer instead of the competent reconciliation body,
4. a brief description of the consumer's standpoint, the facts and evidence that prove it,
5. a declaration of the consumer that they have tried to settle the dispute directly with the company,
6. a declaration of the consumer that they have not requested the procedure of another reconciliation panel, there was no mediation procedure initiated, an application for a legal procedure or an order for payment was not sent,
7. the motion for the board's decision,
8. the signature of the consumer,

The application shall be accompanied by the certificate or a copy thereof (extract), that the consumer refers to as evidence, in particular, the written statement of the firm's rejection of the complaint, or failing to provide this, any other written evidence of the consumer at their disposal about the attempt to reconcile.

The authorization must be attached to the claim if the consumer is acting through an agent.

More information on Reconciliation Panels can be found here: <http://www.bekeltetes.hu>

More information on territorial Reconciliation Panels can be found here:

<https://bekeltetes.hu/index.php?id=testuletek>

Contact details for Reconciliation Panels in different areas:

Reconciliation Panel of Baranya County

Address: H-7625 Pécs, Majorossy I. u. 36.

Phone: 06-72-507-154

Fax: 06-72-507-152

E-mail: abeck@pbkik.hu; mbonyar@pbkik.hu

Reconciliation Panel of Bács-Kiskun County

Address: H-6000 Kecskemét, Árpád krt. 4.

Phone: 06-76-501-500; 06-76-501-525, 06-76-501-523

Fax: 06-76-501-538

E-mail: bekeltetes@bacsbekeltetes.hu; mariann.matyus@bkmkik.hu

Website: www.bacsbekeltetes.hu

Reconciliation Panel of Békés County

Address: H-5600 Békéscsaba, Penza ltp. 5.

Phone: 06-66-324-976

Fax: 06-66-324-976

E-mail: eva.toth@bmkik.hu

Reconciliation Panel of Borsod-Abaúj-Zemplén County

Address: H-3525 Miskolc, Szentpáli u. 1.

Phone: 06-46-501-091; 06-46-501-870

Fax: 06-46-501-099
E-mail: kalna.zsuzsa@bokik.hu

Reconciliation Panel of Budapest

Address: H-1016 Budapest, Krisztina krt. 99. III. em. 310.
Phone: 06-1-488-2131
Fax: 06-1-488-2186
E-mail: bekelteto.testulet@bkik.hu

Reconciliation Panel of Csongrád County

Address: H-6721 Szeged, Párizsi krt. 8-12.
Phone: 06-62-554-250/118
Fax: 06-62-426-149
E-mail: bekelteto.testulet@csmkik.hu

Reconciliation Panel of Fejér County

Address: H-8000 Székesfehérvár, Hosszúsétatér 4-6.
Phone: 06-22-510-310
Fax: 06-22-510-312
E-mail: fmkik@fmkik.hu

Reconciliation Panel of Győr-Moson-Sopron County

Address: H-9021 Győr, Szent István út 10/a .
Phone: 06-96-520-217
Fax: 06-96-520-218
E-mail: bekeltetotestulet@gymkik.hu

Reconciliation Panel of Hajdú-Bihar County

Address: H-4025 Debrecen, Vörösmarty u .
Phone: 06-52-500-710
Fax: 06-52-500-720
E-mail: korosi.vanda@hbkik.hu

Reconciliation Panel of Heves County

Address: H-3300 Eger, Faiskola út 15.
Phone: 06-36-429-612
Fax: 06-36-323-615
E-mail: hkik@hkik.hu

Reconciliation Panel of Jász-Nagykun-Szolnok County

Cím: H-5000 Szolnok, Verseggy park 8. III. emelet 305-306 .
Phone: 06-56-510-621, 06-20-373-2570
Fax: 06-56-510-628
E-mail: bekeltetotestulet@jnszmkik.hu

Reconciliation Panel of Komárom-Esztergom County

Address: H-2800 Tatabánya, Fő tér 36.
Phone: 06-34-513-027
Fax: 06-34-316-259
E-mail: szilvi@kemkik.hu

Reconciliation Panel of Nógrád County

Address: H-3100 Salgótarján, Alkotmány út 9/A.
Phone: 06-32-520-860
Fax: 06-32-520-862
E-mail: nkik@nkik.hu

Reconciliation Panel of Pest County

Address: H-1119 Budapest, Etele út 59-61. II. emelet 240.
Mailing address: H-1535 Budapest, Pf. 81
Phone: 06-1-269-0703
Fax: 06-1-474-7921
E-mail: pmbekelteto@pmkik.hu

Reconciliation Panel of Somogy County

Address: H-7400 Kaposvár, Anna u.6.
Phone: 06-82-501-026
Fax: 06-82-501-046
E-mail: skik@skik.hu

Reconciliation Panel of Szabolcs-Szatmár-Bereg County

Address: H-4400 Nyíregyháza, Széchenyi u. 2.
Phone: 06-42-311-544
Fax: 06-42-311-750
E-mail: bekelteto@szabkam.hu

Reconciliation Panel of Tolna County

Address: H-7100 Szekszárd, Arany J. u. 23-25. III. floor
Phone: 06-74-411-661
Fax: 06-74-411-456
E-mail: kamara@tmkik.hu

Reconciliation Panel of Vas County

Address: H-9700 Szombathely, Honvéd tér 2.
Phone: 06-94-312-356
Fax: 06-94-316-936
E-mail: vmkik@vmkik.hu

Reconciliation Panel of Veszprém County

Address: H-8200 Veszprém, Radnóti tér 1. földszint 116.
Phone: 06-88-429-008
Fax: 06-88-412-150
E-mail: bekelteto@veszpremikamara.hu

Reconciliation Panel of Zala County

Address: H-8900 Zalaegerszeg, Petőfi u. 24.

Phone: 06-92-550-513

Fax: 06-92-550-525

E-mail: zmbekelteto@zmkik.hu

Online Dispute Resolution

The European Commission has created a webpage to allow consumers and traders to resolve disputes relating to online purchases of goods and services without going to court. Consumers can exercise their rights without distance causing an obstacle.

If you wish to make a complaint relating to a product or service purchased online and do not necessarily want to go to court, you can use online dispute resolution.

On the portal, you and the trader who you have complained against can jointly choose the dispute resolution body that you want to handle the complaint.

The online dispute resolution platform can be accessed here: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

Copyrights

According to Paragraph 1 (1) of Act LXXVI of 1999 on Copyright (hereinafter: CRA), the website is considered an artistic creation, therefore it is protected by copyright. As per Paragraph 16 (16) it is forbidden to use any part of the graphic or software solutions on the website without permission, or the to use any applications that would modify the website or a part of the website. Any material from the website or its database can only be used with written authorization from the copyright owner, even then, the website and the source must be indicated. Copyright Owner: Dariusz- Musik Kereskedelmi KFT

Partial Validity, Code of Conduct

If a provision of the GTC is legally incomplete or invalid, then the remaining points of the contract will remain valid and the provisions of the relevant legislation will apply instead of the invalid part.

The Seller does not have a Code of Conduct for Prohibiting Unfair Commercial Practices against Consumers.

Operation of Digital Data Content, Technical Safety Measures

The annual availability of servers providing data on the website is over 99.9%. The entire content is regularly saved, therefore, the original content can be reset if any problem arises. We store the content appearing on the website in MSSQL and MySQL. Sensitive data is encrypted and we use hardware support in the processor for their coding.

Information on the Important Characteristics of the Products

We provide information about the most important characteristics of products in descriptions at each product.

Correcting Errors in Recording Data - Responsibility for the Reality Provided

Throughout the ordering process you constantly have the opportunity to modify the data you provided before finalizing your order (the previous page will appear when clicking the back button in your browser, therefore data entered can also be corrected when you have went to a different page). Please be aware that it is your responsibility to provide correct data, because invoicing and shipping of the product will be based on the data you provided. By placing your order, you acknowledge that the Seller is entitled to place any damage and expense arising from your incorrect data entry on you. The Seller is not liable for any fulfilment based on incorrect data entries. Please note that an incorrect e-mail address or if the account is full can prevent the arrival of the confirmation message and can hinder the formation of the contract.

Procedures for Faulty Pricing

The Seller shall not be liable for the price that is incorrectly displayed in spite of having taken the care required and/or the error of the IT system.

Incorrectly indicated prices are evidently:

- HUF 0 price,
- discount price, where the discount is incorrectly indicated (i.e.: in the case of a HUF 1000 price reduced to HUF 500 when the shown discount is 20%).
- cases where the product is evidently not shown at the market price and the Seller is not selling it with a discount (i.e.: evidently misspelled price: HUF 1000 instead of HUF 10000).

A valid market price is considered to be the average price based on product search pages.

In the case of faulty pricing the Seller offers the opportunity for the product to be purchased at the correct price; based on this information the Buyer can decide if they want to order the product at its real price, or they can withdraw from the order without any legal consequences.

Using the Website

The website showcases products online and provides the Users with the opportunity to purchase online. You can browse on the website with User options. The products are categorized. All products on discount can be found in the Sale menu option. Each product has a separate start and expiration date for the discount, or an indication of the initial date and until stocks are exhausted.

The More for Cheaper menu item contains those products that can be bought on a discount if purchased in larger quantity.

The Novelties menu shows products that have recently appeared on the website. The list of products in the category can be viewed by clicking on the name of the category. If there are more products in the category than what can fit on one page, by clicking the numbers above and below the list of products you can go to the next page. The detailed product page from the product list can be accessed by clicking on the name of the product.

It is possible to search for a product by keyword on the website. Search results for products that match your search criteria will appear in a list.

The chosen product can be placed in the cart with the help of the shopping cart button, the required number of items can be set beside the button. The User can check the contents of the cart using the Cart menu item. Here you can change what quantity you would like of the item you placed in the cart, or you can delete the item. By clicking the Empty Cart button you can delete all items from the cart .

The User can continue shopping by clicking the Order button. As a second step they have the opportunity to sign in, register, or shop without registration. In the case of registration and an unregistered purchase, the following information must be provided to the User: e-mail address, name, telephone number, billing address and, if different, the shipping address. Setting a password is also required for registration. The User is notified of a successful registration in 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 they must re-register for a new purchase.

The User is responsible for keeping the access data secret. The User is responsible for refreshing their data, and they must let the Service Provider know if they have come to know that a third party used their data. If you have forgotten your password, you can request a new password to your registered email address. If the User has previously registered on the website, the purchase can be continued by entering the email address and password.

As the next step, the User must choose a suitable payment and shipping method. The User can check all provided data, the items to be purchased and their quantity on a summary page. If they find any error they can correct it with the pencil icon.

If they consider everything correct, they can finalize their order by clicking the Send Order button. They receive a confirmation of this in e-mail and on the webpage. If they discover incorrect data after the order is recorded (e.g. in the confirmation e-mail), they must notify the Service Provider immediately, but not later than within 24 hours. Regardless of the intent to place an order, the User may log in using the Customer Login window or the Login menu item. After logging in, you will see a Edit Data menu where you can change your registration details and track your order details and status.

Finalizing an Order (bidding)

If you are sure that the cart contains the products you would like to purchase and that your data is correct, you can place your order by clicking the "order" button. The information provided on this website does not constitute an offer for the conclusion of a contract by the Seller. In the case of orders falling within the scope of this GTC, you are deemed to be the bidder and the contract is concluded with the acceptance of the offer made by you through the website in accordance with the provisions of this GTC.

By clicking the "order" button you acknowledge that your offer is final and your declaration – if the Seller sends a confirmation according to this GTC – makes you responsible to pay. Your offer is binding for 48 hours. If your offer is not confirmed by the Seller is not confirmed within 48 hours, you are not liable to pay your offer.

Processing Orders, Formation of the Contract

Orders are processed in two steps. You can place an order at any time. You receive an automatic confirmation of your order, which only records the fact that you have placed an order through the website, but this confirmation cannot be considered as accepting your offer. If you notice that the automatic confirmation e-mail contains incorrect personal data (i.e. name, delivery address, phone number, etc.), you are obliged to immediately let us know in e-mail, along with providing the correct information. If you don't receive the automatic confirmation in 24 hours after placing the order, please contact us because it is possible that your order did not reach our system due to technical problems.

The Seller confirms your offer during the working day following the placement of your order, via e-mail. The contract is concluded when the Seller accepts your offer (second confirmation).

Payment methods

Bank transfer

You can pay for the products via bank transfer. Our domestic customers can use to the given account number in HUF.

Foreign customers can pay in Euro to the available bank account.

Paying with Debit Card

You can pay by card in most of the delivery options (MPL, GLS).

If you choose to pick up the products in our shop, you can also pay by card.

You can also pay for the order upon placing your order.

Please make sure that the type of card used is listed among the accepted card types.

Payment Upon Delivery

If you would like to pay after you have received the product, choose "Payment Upon Delivery".

Whether you choose MPL or GLS, you have to opportunity to pay upon delivery.

We would like to remind you that payment upon delivery carries extra charges. You can find out more about the fees of MPL and GLS on our website.

Payment upon delivery is only possible in Hungary.

Paying with Cash

You can also pay for the products in cash:

1. if you choose to pick up the items in the shop, you can pay by cash in Darius Musik shop.

2. In the case of the payment upon delivery method by the MPL (Hungarian post),

- At the Post Office

- in Coop shops on the list

- to the courier upon delivery

- at MOL stations on the list

you can pay by cash.

Delivery options and fees

MPL courier service

1. Deliver in Hungary

- - 1 working day delivery
- - 2 working day delivery

The most comfortable solution for you. You do not even have to leave your home, you will receive it at your home in one working day after postage.

Our partner in delivery is **Magyar Posta Zrt.**

1. Package Staying At the Post Office

It can be picked up at the Post Office near you. We send you an e-mail notification after posting the package. A notification from Magyar Posta Zrt. will arrive afterwards when the package can be picked up.

III. Posta Pont Package

The package can be picked up at the delivery points on the list.

The benefits of this shipment method:

- - pickup possible 24/7
- - picking up the package can be included in your daily schedule, can be done while at a gas station
- - you can avoid having to wait for the delivery at home
- - you don't have to have a special delivery to your workplace

We send you an e-mail notification after posting the package to a Posta Pont.

MPL Package Machine

Package machines are basically made up of **cases** with **screens and interfaces**, that protect your package. Delivery is easy at these machines, you can access your package with a code and your phone number. They can also be used **24/7**.

More information: <https://www.posta.hu/csomagautomata>

MPL Posta Pont

Why is it good to have packages delivered to a MOL-Coop PostaPont?

- Because most MOL stations are open 24 hours a day, and most Coop shops are open for 12 hours, therefore you can pick the package up before or after work. [Here](#) you can see where it is easiest for you.
- We can send notifications in text message or e-mail, it is your choice.
- These delivery points are easily accessible.
- At MOL stations it is easy and free to park.
- You can also pay by card at MOL and Coop PostaPont stations.

The maximum weight of the packages is 20 kg.

GLS courier service

Packages are delivered by GLS.

More information: <https://gls-group.eu/HU/hu/cimzetteknek-nyujtott-szolgalatasok>

Delivery Deadline

The general delivery deadline is 30 days from the arrival of the confirmation e-mail. This time frame is for information only, any differences will be communicated in e-mail.

Reserving Rights, Ownership Regulations

If you have previously ordered a product but did not accept it at delivery (including cases when you withdrew from the purchase) or if the package is returned to the seller, the Seller can require the payment of the purchase price and shipping costs for the fulfilment of the order.

The Seller can refuse to hand the product over until they can confirm that the price of the product has arrived through electronic payment (including the case when a product was paid by bank transfer and the Customer transfers the price in their own currency, and the Seller does not receive the entire purchase price due to conversion and bank fees). If the price of the product is not entirely paid, the Seller can request the Customer to pay the remaining amount.

It can happen that some products on our website are no longer manufactured. In view of this, the Seller reserves the right to refuse confirmed orders in whole or in part. Partial delivery can only take place if previously discussed with you. If the purchase price of the product was prepaid, the amount will be refunded to you within 5 working days.

Selling to a Foreign Country

The Seller does not make a difference between users from Hungary or from other European Union member states regarding the use of the website. Unless otherwise provided in this GTC, the Seller provides the delivery/receipt of ordered products in Hungary.

The provisions of the GTC are also applicable to purchases outside Hungary and shall be governed by the fact that pursuant to the provisions of the relevant decree, the buyer is a consumer who is a citizen of a Member State or who resides in a Member State, or the company which has a permit to operate in a Member State and purchases or uses goods or services within the European Union are exclusively for end-use purposes. A consumer is a natural person who is acting for purposes outside his trade, industry, craft or profession.

The language of communication and purchase is primarily Hungarian, the Seller is not obliged to communicate with the Customer in the language of the Member State.

The Seller is not obliged to comply with the non-contractual requirements of the Product concerned, such as labelling or sector specific requirements, in the national law of the Customer's Member State, or to inform the Customer of these requirements.

Unless otherwise stated by Seller, Hungarian VAT is applied to all Products.

The Customer may exercise their legal remedies in accordance with this GTC.

If an electronic payment solution is used, payment will be made in the currency specified by the Seller,

The Seller can refuse to hand the product over until they can confirm that the price of the product and shipment has arrived through electronic payment (including the case when a product (and shipment) was paid by bank transfer and the Customer transfers the price in their own currency, and the Seller does not receive the entire purchase price due to conversion and bank fees). If the price of the product is not entirely paid, the Seller can request the Customer to pay the remaining amount.

The Seller provides the same Shipment and Delivery options for non-Hungarian as for Hungarian costumers.

If the Customer can request the delivery of the Product to the territory of Hungary or to the territory of any other member state of the European Union in accordance with the GTC, this may be requested by the non-Hungarian customer in any of the ways specified in the GTC.

If the Customer can choose to pick up the Product in person at the Seller according to the GTC, the non-Hungarian customer may also do it.

Otherwise, the Customer may request that the Product be delivered abroad at their own expense. Hungarian costumers do not have this option.

The Seller completes the delivery after the shipping fees have been paid. If the Customer does not pay the seller the shipping fees until a predetermined deadline, the Seller can withdraw from the contract and will repay the prepaid purchase price to the Customer.

Consumer Information according to Act 45/2014. (II. 26.)

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Information on the right of withdrawal for the consumer buyer

According to Section 3 of Paragraph 8:1 Civil Code a consumer is only natural person acting outside his trade, profession or business, therefore **legal persons do not have the right to withdraw without justification**.

According to Paragraph 20 of Gov. Decree 45/2014. (II. 26.) the consumer has the right to withdraw without justification. The consumer has the right to withdraw

1. a) in case of a contract for the sale of products

2. aa) the product,
3. ab) when selling multiple products, If the service takes place each product at different times, the product which was last supplied,

the consumer or choice, may exercise within fourteen days from the date of receipt of third party other than the carrier.

Information contained in this paragraph shall not affect the right of a consumer to exercise his right of withdrawal under this section during a period between the date of receipt of the product and the date of conclusion of the contract.

If the consumer has made an offer for the conclusion of the contract, the consumer has the right to withdraw the offer before the conclusion of the contract, which eliminates the binding nature of the offer and the conclusion of the contract.

Declaration of withdrawal, exercising the consumer's right of withdrawal or termination

The consumer in 45/2014. (II. 26.) The right provided in § 20 of the Decree, by a clear statement on this using a sample notice also available for download from the website.

The Validity of the Declaration of Withdrawal of the Consumer

The right of withdrawal shall be considered valid if a declaration is submitted by the consumer before a deadline. The deadline is 14 days.

The consumer bears the burden of proving that a right of withdrawal is exercised in accordance with this provision.

The Seller shall confirm the declaration of withdrawal of the consumer electronic media after its arrival.

The Seller's Obligations in Case of Withdrawal by the Consumer

Reimbursement Obligations of the Seller

If the consumer cancels the contract in accordance with Paragraph 22 of Gov. Decree 45/2014 (II. 26.), The Seller shall refund no later than fourteen days of becoming aware of the withdrawal the total amount paid by the consumer as within the contract, including the execution costs incurred, including shipping charges. Please note that this provision does not apply to the additional costs caused by choosing the least expensive option than the usual mode of freight transport.

Reimbursement Obligation Method of the Seller

If the consumer cancels or terminates the sale according to Paragraph 22 of Gov. Decree 45/2014 (II. 26.) the Seller reimburses the Consumer with the entire amount entitled to the consumer in the payment method chosen by the consumer. If the consumer expresses consent to the Seller, they may apply a different method of payment for the refund but no additional fee can be imposed on the consumer. The Seller shall not be liable for any delay caused by the Customer's incorrect or incorrectly specified bank account number or postal address.

Extra Costs

If the consumer expressly chooses a different mode of transport than the least expensive standard mode of transport, the Seller shall not be obliged to reimburse the additional costs that arise. In such cases, it is our obligation to refund of shipping charges indicated by us last.

Right of Retention

The Seller can withhold the amount to the consumer as long as the consumer has sent the product back, or has verified beyond doubt that they have sent it back; the earlier date must be taken into consideration. We cannot accept packages sent with payment on delivery method.

Obligations of the Consumer in Case of Withdrawal or Termination

Returning the Product

If the consumer cancels or terminates the contract according to Paragraph 22 of Gov. Decree 45/2014 (II. 26.) they are obliged to send the product back immediately, but no later than fourteen days after the declaration of withdrawal, or to hand it over personally to the Seller or a person authorized. The return deadline is considered fulfilled if the customer sends the product before the deadline.

Bearing the Costs of Returning the Product

The Consumer bears the costs of returning the product. The product must be sent to the Seller's address. If the consumer terminates the contract after the fulfilment of the contract between the parties has begun, they are obliged to pay to the company a fee proportional to the service provided by the date of the notice of termination. The amount to be paid in by the consumer shall be determined on the basis of the total taxable amount of the agreed remuneration. If the consumer can prove that the amount thus calculated is too high, the proportionate amount must be calculated according to the market price of the fulfilled services before the date of the termination of the contract. Please consider that we do not accept packages sent with payment on delivery.

The Consumer's Responsibility for Diminished Value

The consumer is responsible for diminished value of the product resulting from the use of the product which exceeds its characteristics or operation.

Exclusion of Right of Withdrawal

The Seller would like to explicitly draw your attention to the fact that you can not exercise your right to withdraw in the cases determined by Paragraph 29 (1) of Government Decree 45/2014:

a) concerning the contract about the providing of a service, after the company had performed the service completely, has started providing the service with the expressed consent of the consumer and the consumer has acknowledged that they lose their right to exercise the right of withdrawal once the entire service has been provided;

b) products or services whose price or fee cannot be influenced by the company because of the exchange rates and it is connected to the unforeseeable fluctuations on the financial market during the determined period;

c) a non-prefabricated product that was created for the explicit order or request of the consumer, or a product that was visibly personalized for the consumer;

d) perishable or rapidly expiring products;

e) products in closed packaging that cannot be returned after opening for health or hygienic reasons;

f) products that inseparably mix with another product inherently after delivery

g) alcoholic beverages whose value cannot be influenced by the company and is subject to change due to changes in the market, and the price of which was determined at the time of concluding the sales contract, but the fulfillment of the contract only after thirty days following the conclusion of the contract;

h) contracts where the company seeks the consumer because of the explicit request of the consumer for urgent repair or

maintenance services;

i) image or audio recording in expired packaging and the purchase of an IT software, if the consumer has opened the packaging after delivery;

j) newspapers, magazines, periodicals, except for subscription contracts;

k) contracts made in public auctions;

l) contracts of accommodation, transport, car rental, catering or leisure services, with the exception of housing services, where the agreed delivery date or deadline is specified in the contract;

m) for digital content which is not supplied on a tangible medium if the company has begun fulfillment with the explicit preliminary consent of the consumer has acknowledged that they lose their right to exercise the right of withdrawal once the service is being provided;

Liability for Defects, Product Liability and Warranty

This section was created by the application of Annex 3 of Government Decree 45/2014 (II 26.) and the authorization of Paragraph 9 (3) of Government Decree 45/2014 (II 26.).

Liability for Defects

In which cases are we held liable for defects?

In case of a defect in performance by the Seller, you may make implied warranty claims according to the provisions of the Civil Code.

What rights can you enforce based on liability for defects?

You may make the following claims at your discretion:

You may request that the Product be repaired or replaced, except if it is impossible or would entail an onerous surplus cost for the business compared to the fulfilling other claims. If you did not or could not request a repair or replacement, you may claim a pro rata reduction of the price paid or have the defect repaired yourself or have it repaired at the cost of the business, or - ultimately - withdraw from the contract.

You may switch between your rights under liability for defects but you shall bear the cost of that switch, unless it was justified or done for a reason due to our business.

What is the deadline for making claims for liability for defects?

You shall give notice of the defect immediately after becoming aware of it but no later than within two months of becoming aware of the defect. Please note you may not enforce any rights concerning liability for defects after a period of two years from the date when the contract was delivered.

If the subject of the contract is a used object, the parties may agree on a shorter deadline; a period of less than one year is not valid in this case either.

Who to make the claim to?

You can make your claims to the Seller.

What other conditions are there for enforcing such claims?

Other than giving notice of the defect, there are no other conditions for making claims for liability for defects within six months of delivery, provided you confirm that the product or service in question was delivered by the Seller. On the other hand, after six months have elapsed since delivery, it will be up to you to prove that the defect detected by you has existed already at the time of delivery.

For used items the warranty rights are determined separately. Faulty fulfilment can happen with used items as well, however, it must be taken into consideration what circumstances there are that can make the Customer expect the defect. Certain defect can become more frequent due to obsolescence, therefore it cannot be assumed that a used item can have the same quality as a new item. Therefore the Customer can only exercise their rights to warranty with respect to alleged weaknesses, that are not evident defects from being used. If the used product is defective and the Customer as a Consumer has received information about the defect at the time of purchase, the Service Provider is not responsible for the known defect.

Product Liability

When can you hold us liable for the product?

In case of a defect of a movable object (product), you may exercise your right to warranty of defects or product warranty – by choice.

What are your rights under a product liability claim?

The only product liability claims you may have are claims for repairing or replacing the defective products.

When is a product considered defective?

A product is deemed to be defective if it fails to comply with the quality requirements in effect at the time it is released to the market, or if it does not have the features included in the product description provided by the manufacturer.

What is the deadline for making product liability claims?

You may make product liability claims within two years of the date when the product is released to the market by the manufacturer. Your right will lapse after this deadline.

Who to make the claim to and what other conditions are there for making the claim?

You may make product liability claims only to the manufacturer or distributor of movable objects. In case of making a claim under product liability, you will have to prove that the product was defective.

When can the manufacturer (distributor) be released from product liability?

The manufacturer (distributor) shall be released from product liability only if it is able to prove that:

- it did not manufacture or distribute the product in the framework of its business activities, or
- the defect was unrecognizable using the technology available at the time of releasing the product to the market, or
- the product defect arises out of the application of legislation or a statutory requirement

The manufacturer (distributor) needs to prove only one of these reasons to be relieved.

Please note that you may not make parallel claims for liability for defects and for product liability on account of the same defect. However, if you successfully make a claim under product liability, you may make claims for liability for defects in respect of the replaced product or repaired component.

Warranty

When can you hold us liable for the product?

In the case of defective execution according to Gov. decree No. 151/2003. (IX. 22.) on the statutory guarantee for certain durables the Seller is liable to warranty.

The regulation requires warranty for certain durables (such as electric appliances, tools, machines) and their parts that cost over HUF 10000.

What are your rights under warranty and what is the deadline for exercising them?

Gov. decree No. 151/2003. (IX. 22.) on the statutory guarantee for certain durables determines the cases of mandatory warranty. In the case of Products not covered by this regulation, the Seller does not undertake any warranty. Warranty claims can be made in the warranty period. If the guarantor does not comply with the holder in the given deadline, the warranty claim may be enforced in court within three months of the expiry of the term specified in the notice if the warranty period has expired. Failure to meet this deadline will result in loss of rights. Regulations on product liability must be applied correctly in warranty claims. The warranty period is one year. Failure to meet this deadline will result in loss of rights. The warranty period is the delivery of the product to the consumer or, if commissioned by the company or its agent, commences on the date of commissioning. Please contact the manufacturer for any warranty claims over one year.

How does warranty relate to other liabilities?

The warranty can be exercised alongside liabilities (product liability and liability for defects), the principal difference is that the obligation to justify is less pressuring for the consumer in the case of a warranty.

According to Gov. Decree 151/2003 consumer goods with fixed installation, or heavier than 10 kg, or not possible to carry on means of public transportation as hand baggage must be repaired at the place of operation, with the exception of vehicles. If such repair may not be performed at the place of operation, the company – or in case of a requirement for repair directly enforced at the repair service - the repair service must ensure dismantling and installation.

The undertaking of the seller during the term of mandatory warranty cannot include any conditions that are less favourable to the consumer than those provided by the statutory warranty. After this period (after 1 year) however, the requirements of a warranty on a voluntary basis can be determined freely, but even in this case they cannot affect the rights of the consumer provided by law.

Requesting an Exchange within Three Working Days

In the case of sales through a web shop, the institution of requesting an exchange within three working days also applies. Requesting an exchange within three working days is only possible on products that fall under Government Decree 151/2003. (IX. 22.) on certain consumer goods designated for long-term use. If someone requests an exchange of the product in 3 working days, the Seller must consider that the product was defected already at the time of the purchase, and must exchange the product.

When is the Seller released from the warranty obligation?

The seller is exempt from the warranty obligation only in the case when they can prove that the defect occurred after delivery.

Please note that a warranty for the same defect and warranty claims or product liability at the same time, in parallel is not enforceable, otherwise you are entitled to the rights regardless of the permissions defined.

[Effective General Terms and Conditions \(PDF\)](#)

Sample of a Declaration of Withdrawal

Addressee: Darius- Musik Kereskedelmi KFT

(address: H-1061 Budapest Paulay Ede u. 58, e-mail: info@dariusmusic.eu)

I the undersigned would like to exercise my right to withdraw from the contract regarding the purchase of the following product:

.....

Date of concluding the contract / date of delivery:

Name of consumer:

Address of consumer:

Please return the purchase price to the following bank account number (please fill in if you would like the purchase price to be refunded by bank transfer):

.....

Signature of the consumer: (only for declarations on paper)

.....