

Z6 Sport Innovation Ltd (projectbestrong.com)

Projectbestrong.com Terms and Conditions

General Terms and Conditions

The contract concluded on the basis of this document is not registered (it is not accessible afterwards, the conclusion of the contract is evidenced by the order data), it is concluded by a declaration of implied conduct, it is not a written contract, it is written in Hungarian, it does not refer to a code of conduct. In case of any questions regarding the operation of the webshop, the ordering and delivery process, we are at your disposal at the contact details provided.

These GTC apply to the legal relations on the Service Provider's website (<https://www.projectbestrong.com>) and its subdomains. These GTC are permanently available (and can be downloaded and printed at any time) from the following website: <https://projectbestrong.com/aszf>.

Definitions:

User: any natural or legal person or entity that uses the Service Provider's services and enters into a contract with the Service Provider.

Consumer: a User who is a natural person acting outside the scope of his/her profession, self-employment or business activity.

Business: a person acting in the course of his/her profession, self-employment or business.

Service provider: provider of information society services

a natural or legal person or an entity without legal personality who provides services to the User, who concludes a contract with the User.

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1. PROVIDER DETAILS

The name of the service provider is Z6 Sport Innovation Ltd.

The registered office of the service provider (and the place of complaint handling): 4027 Debrecen, Füredi út 49-51.

The contact details of the service provider and the e-mail address regularly used for contacting customers: project@bestrong.com

Registration number of the provider: 09-09-020607 Tax number of the provider: 23169238-2-09

Name of the registering authority/authorising authority and licence number (if any):

Cégbírósága Debreceni Törvényszék

Operator's telephone number: +36 70 935

7144 Contract language: Hungarian

Name, address, e-mail address of the hosting

provider: Wix Online Platforms Limited

1 Grant's Row, Dublin 2 D02HX96, Ireland

privacy@wix.com

www.wix.com

2. BASIC PROVISIONS

2.1. The issues not regulated in these GTC and the interpretation of these GTC 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 provisions of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. Specific products are subject to the relevant sectoral legislation. The mandatory provisions of the relevant legislation shall also apply to the parties without any special stipulation.

2.2. These GTC shall be effective from 14 November 2024 and shall remain in force until revoked. The Service Provider will publish any changes to these GTC on the website and will notify registered/previously registered Users of the changes by e-mail. The amendments do not affect contracts previously concluded, i.e. the amendments are not retroactive.

2.3. The Service Provider reserves all rights with respect to the website, any part thereof and the content displayed thereon, as well as the distribution of the website. You may not download, electronically store, process or sell the content of the website or any part of it without the written consent of the Service Provider (except for this document and the Privacy Policy).

2.4. The Service Provider shall not be liable for the sale or purchase of products published on other websites not linked to the Service Provider and not operated by the Service Provider.

3. REGISTRATION / PURCHASE

3.1. In the event of false data or data that can be linked to another person provided during the use/order/subscription of the service, the resulting electronic contract may be challenged in court by the party entitled to do so. In the event of a successful challenge (prevailing), the contract shall become null and void as from the date of its conclusion or, if it is a cover for another contract, the rights and obligations of the parties shall be determined on the basis of the contract as concluded.

3.2. The Service Provider shall not be liable for any delivery delays or other problems or errors caused by incorrect and/or inaccurate data provided by the User. However, the Service Provider informs Users that, after consultation and clear identification with the User, it may correct the incorrectly entered data in the order, so that billing and delivery are not hindered.

3.3. The Service Provider shall not be liable for any damages resulting from the User forgetting his/her password or if it becomes accessible to unauthorized persons for any reason not attributable to the Service Provider (if there is registration on the site).

4. RANGE OF PRODUCTS AND SERVICES AVAILABLE FOR PURCHASE AND PRICES

- 4.1. The products displayed can be ordered online (in some cases by phone) from the online shop. The prices displayed for the products are in HUF, are gross prices (i.e. they include VAT as required by law or, if the Service Provider invoices VAT-free, the prices are the amounts payable), but do not include charges for delivery and payment. Separate packaging charges - no charge will be made unless the User requests decorative or other special packaging.
- 4.2. In the webshop, the Service Provider shall provide detailed information on the name and description of the product, and display a photo of the product (if possible).
- 4.3. If a promotional price is introduced, the Service Provider will fully inform Users about the promotion and its exact duration. The Service Provider shall act lawfully when determining the promotional prices, in compliance with the rules of Joint Decree No. 4/2009 (I. 30.) NFGM-SZMM on the detailed rules for the indication of the selling price and unit price of products and the fees for services.
- 4.4. If, despite all the care taken by the Service Provider, a price is posted on the Webshop for which the Service Provider does not have the will to conclude a contract, the Service Provider is not obliged to confirm the order at that price, but has the option to reject the offer and offer to confirm the price it deems appropriate, in the knowledge of which the User has the right not to accept the modified offer. According to Act V of 2013 on the Civil Code (Civil Code), a contract is formed by the mutual and unanimous 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, there is no valid contract, which would give rise to rights and obligations.

5. ORDER PROCESS

5.1. After registration, the user logs in to the webshop and/or can start shopping without registration.

5.2. User adds the selected products to the shopping cart. The User can view the contents of the basket at any time by clicking on the "basket" icon.

5.3. The user sets the number of products to be purchased.

5.4. If you do not want to buy any more products, check the number of items you want to buy. Click on the "delete - X" icon to delete the contents of your shopping cart. To finalise the quantity, click on the "+/-" icon.

5.5. The user enters the delivery address and then the delivery/payment method, of which the types are:

5.5.1. Payment methods:

Online payment by credit card: the User has the possibility to pay the total amount of the order online by credit card through the secure payment system of the financial service provider used by the Service Provider.

5.5.2. Transport costs (gross amounts):

Hungary:

up to 0,5 kg: HUF 2 900

1 up to kg: 2 900 Ft

up to 1,5 kg: HUF 2 900

2 up to kg: 2 900 Ft

up to 2,5 kg: HUF 3 200

3 up to kg: HUF 3 300

up to 3,5 kg: HUF 3 350

4 up to kg: HUF 3 800

up to 4,5 kg: HUF 4 100

5 kg: 4 600 Ft

Austria, Slovakia:

up to 0,5 kg: HUF 6 750

1 up to kg: HUF 6 750

up to 1,5 kg: HUF 6 950

2 up to kg: 6 950 Ft

up to 2,5 kg: HUF 7 500

3 up to kg: HUF 8 450

up to 3,5 kg: HUF 9 400

4 up to kg: 10 350 HUF

up to 4,5 kg: 11 350 Ft

5 kg: 12 300 Ft

Croatia, Czech Republic, Germany, Romania, Slovenia, Poland: up to 0,5 kg: 6 750 HUF

1 up to kg: HUF 6 750

up to 1,5 kg: HUF 6 950

2 up to kg: 6 950 Ft

up to 2,5 kg: HUF 7 500

3 up to kg: HUF 8 450

up to 3,5 kg: HUF 9 400

4 up to kg: 10 350 HUF

up to 4,5 kg: 11 350 Ft

5 kg: 12 300 Ft

Belgium, Bulgaria, France, Ireland, Italy, Luxembourg, Monaco, Netherlands, United Kingdom¹, Vatican City State

up to 0,5 kg: HUF 7 000

1 up to kg: 7 000 HUF

up to 1,5 kg: HUF 7 250

2 up to kg: 7 250 Ft

up to 2,5 kg: HUF 8 400

3 up to kg: HUF 9 750

up to 3,5 kg: 11 100 Ft

4 up to kg: 12 350 Ft

up to 4,5 kg: 13 650 Ft

5 kg: HUF 15 000

Denmark, Estonia, Finland, Greece, Latvia, Lithuania, Malta, Portugal, Spain, Sweden, Cyprus, Denmark, Estonia, Finland, Greece, Latvia, Lithuania, Malta, Portugal, Spain, Sweden, Cyprus:

up to 0,5 kg: HUF 7 000

1 up to kg: 7 000 HUF

up to 1,5 kg: HUF 7 200

2 up to kg: 7 200 Ft

up to 2,5 kg: HUF 9 000

3 up to kg: 10 450 Ft

up to 3,5 kg: 11 850 Ft

4 up to 13 250 HUF per kg

up to 4,5 kg: 14 700 Ft

5 kg: 16 100 Ft

United Kingdom² up

to 0,5 kg: 7 900 Ft

1 up to kg: 7 900 Ft

up to 1,5 kg: HUF 8 100

2 up to kg: 8 100 Ft

up to 2,5 kg: HUF 9 650

3 up to kg: 11 150 Ft

up to 3,5 kg: 12 650 Ft

4 up to kg: 14 100 Ft

up to 4,5 kg: HUF 15 600

5 kg: 17 100 Ft

Iceland, Kosovo, Lichtenstein, Montenegro, Albania, Andorra, Bosnia and Herzegovina, Canary Islands, Gulf of Gibraltar, Guesmey, Israel, Northern Macedonia, Norway, San Marino, Serbia, Switzerland, Turkey, Ukraine

up to 0,5 kg: HUF 9 100

1 up to kg: HUF 9 100

up to 1,5 kg: HUF 9 250

2 up to kg: HUF 9 250

up to 2,5 kg: HUF 10 500

3 up to kg: HUF 12 050

up to 3,5 kg: 13 550 Ft

4 up to kg: HUF 15 100

up to 4,5 kg: HUF 16 550

5 kg: 18 100 Ft

Canada, Mexico, USA

up to 0,5 kg: 9 750 Ft

Up to 1 kg: 10 900 Ft

up to 1,5 kg: HUF 11 800

up to 2 kg: 12 350 Ft

up to 2,5 kg: 13 800 Ft

up to 3 kg: HUF 15 300

up to 3,5 kg: 16 900 Ft

up to 4 kg: HUF 18 400

up to 4,5 kg: 19 950 Ft

5 kg: 21 500 Ft

5.6. The total amount payable includes all costs based on the order summary and confirmation letter. User is subject to the Civil Code. 6:127 of the Civil Code, the User is obliged to verify without delay that the quality and quantity of the ordered product(s) are appropriate. The delivery of the product(s) shall take place on working days between 8 a.m. and 5 p.m.

5.7. After entering the data, the User can click on the "order" button to send his order, but before that he can check the data once again, or send a comment with his order, or send us an e-mail with any other request related to the order.

5.8. By placing an order, the User acknowledges that the order creates a payment obligation pursuant to Article 15 and other conditions (e.g. Article 20) of Government Decree 45/2014 (26.II.).

5.9. Correction of data entry errors: in any case, before closing the order process, the user can return to the previous phase to correct the data entered.

data. In detail: during the ordering process, it is possible to view and modify the contents of the basket, if the basket does not contain the quantity you wish to order, you can enter the number of items in the data entry field in the quantity column. If the User wishes to delete the products in the shopping cart, he/she may do so by Click on the "X" "delete" button. During the order process, the User has the possibility to correct/delete the entered data. The User has the possibility to request the correction of any errors by phone or e-mail after the order has been sent.

5.10. User will receive an e-mail confirmation after sending the order. If this confirmation is not received by the User within a reasonable period of time, depending on the nature of the service, but no later than 48 hours after the User's order has been sent, the User shall be released from the obligation to make an offer or contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to the latter. The Service Provider shall not be liable for confirmation if the confirmation is not received in time because the User has entered an incorrect e-mail address during registration or because the storage space of his account is full and he is unable to receive messages.

5.11. The User acknowledges that the confirmation referred to in the previous point is only an automatic confirmation and does not constitute a contract. The contract shall be concluded when the Service Provider notifies the User of the details of the order and its expected fulfilment by e-mail following the automatic confirmation referred to in the previous point.

5.12. Disclosure of customer reviews, rules

Our webshop only contains consumer reviews submitted by consumers who have bought or used the product. We do not select reviews by displaying only positive reviews. It is strictly prohibited to post false consumer reviews or recommendations to promote our products.

6. PROCESSING AND FULFILLING ORDERS

6.1. Orders are processed on a first-come, first-served basis during working hours on working days. It is possible to place an order outside the times indicated as order processing times, but if the order is placed after working hours, it will be processed on the following working day. In all cases, the Service Provider's customer service will confirm electronically when it can fulfil your order.

6.2. General time limit for performance, from the date of conclusion of the contract

- 1 - 2 working days for delivery to Europe;
- 3 - 5 working days for delivery outside Europe

inside.

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

6.4. If the seller is an undertaking and the buyer is a consumer and the seller undertakes to deliver the goods to the buyer, the risk of loss or damage passes to the buyer when the buyer or a third party designated by the buyer takes possession of the goods. The risk passes to the buyer at the time of delivery to the carrier if the carrier has been engaged by the buyer, provided that the carrier has not been recommended by the seller.

6.5. In the event of a delay on the part of the Service Provider, the User shall be entitled to set a grace period. If the seller does not perform within the grace period, the buyer has the right to withdraw from the contract.

6.6. The User may withdraw from the contract without notice if.

- a) the Service Provider has refused to perform the contract; or
- b) the contract should have been performed at the time agreed by the parties or by the recognisable purpose of the service and not at any other time.

If the Service Provider is in default, the User may demand performance or, if the delay has resulted in the termination of his interest in performance of the contract, may withdraw from the contract.

The User's withdrawal does not require proof of the cessation of the interest in performance if.

- a) the contract should have been performed at the time agreed by the parties or by reason of the recognisable purpose of the service and not at any other time; or
- b) the claimant has set an appropriate grace period for subsequent performance and the grace period has expired without result.

6.7. If the Service Provider does not fulfil its contractual obligations because the

the product specified in the contract is not available, the Service Provider shall immediately inform the User thereof and immediately refund the amount paid by the User, and the Service Provider shall ensure that the User enforces his other rights provided by law in case of defective performance.

6.8. The Service Provider draws the attention of Users to the fact that if the User does not take delivery of the contractually delivered product(s) (regardless of the payment method), the User is in breach of contract, exactly according to the Civil Code. 6:156 (1) of the Civil Code

you are in default.

This means that the Service Provider, under the rules of the agency business, if the Consumer does not indicate his/her intention to withdraw (and does not declare whether he/she wishes to take delivery of the product(s) ordered), will the normal costs of storage and the delivery costs (if any, the delivery charge) (round trip) to the Users.

Users are reminded that the Service Provider will use the assistance of its lawyers in order to enforce the legal claims arising from the breach of contract, so the User will also be liable for any other (legal) costs (including the fees for the order for payment procedure).

7. DRUG OF ACCEPTANCE

7.1. Pursuant to Directive 2011/83/EU of the European Parliament and of the Council and Government Decree 45/2014 (26.II.26.) on the detailed rules for contracts between consumers and businesses, the consumer has the right of withdrawal without giving a reason.

The consumer's right of withdrawal or termination

a) in the case of a contract for the sale of goods

aa) the product,

ab) in the case of the sale of several products, if the supply of each product takes place at different times, the last product supplied,

(ac) in the case of products consisting of several lots or pieces, the last lot or piece supplied,

ad) if the product is to be supplied regularly within a specified period, the first service, within fourteen days of the date of receipt by the consumer or a third party other than the carrier and indicated by the consumer.

If the Service Provider does not comply with this information, the 14-day withdrawal period is extended by twelve months. If the Service Provider provides the information after the expiry of 14 days from the date of receipt of the product or the conclusion of the contract, but within 12 months, the withdrawal period shall be 14 days from the date of the communication of this information.

7.2. The Consumer may exercise the right of withdrawal by means of an unambiguous declaration to this effect or by means of the model declaration set out in Annex 2 to [Government Decree 45/2014 \(26.II.26.\)](#).

7.3. The period for exercising the right of withdrawal expires 14 days after the date on which the Consumer or a third party other than the carrier and indicated by the Consumer takes delivery of the goods.

7.4. The consumer may also exercise his right of withdrawal 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 must be borne by the Consumer, the Service Provider has not undertaken to bear this cost.

7.6. In case of exercising the right of withdrawal, the Consumer shall not be charged any costs other than the cost of returning the product.

7.7. The Consumer has no right of withdrawal in the case of non-prefabricated goods which have been produced on the basis of instructions or at the express request of the Consumer or in the case of goods which are clearly personalised for the Consumer.

7.8. The Consumer is also not entitled to exercise his right of withdrawal (full list of exceptions under the Regulation, § 29 (1)):

a) in the case of a contract for the provision of a service, upon full performance of the service, but where the contract gives rise to an obligation to pay the

to the consumer, only if performance has begun with the consumer's express prior consent and the consumer's acknowledgement that he will lose his right of withdrawal once the business has performed the contract in full;

b) in respect of goods or services whose prices or charges are subject to fluctuations in the financial market which cannot be influenced by the undertaking and which are possible even during the period specified in paragraph (2) of Article 20;

c) in the case of goods which are not prefabricated, which have been manufactured on the instructions or at the express request of the consumer, or which are clearly personalised for the consumer;

d) perishable goods or goods which retain their quality for a short period;

e) for goods in sealed packaging which, for health or hygiene reasons, cannot be returned after opening after delivery;

f) goods which, by their nature, are inseparably mixed with other goods after delivery;

g) an alcoholic beverage the real value of which is dependent on market fluctuations in a way beyond the undertaking's control and the price of which was agreed between the parties at the time of the conclusion of the sales contract, but the contract is not performed until 30 days after the conclusion of the contract;

h) in the case of a contract for the provision of services where the business visits the consumer at the express request of the consumer to carry out urgent repair or maintenance work;

i) for the sale of a copy of a sound or video recording or computer software in sealed packaging, if the consumer has opened the packaging after delivery;

j) newspapers, periodicals and periodicals, with the exception of subscription contracts;

k) for contracts concluded by public auction;

l) in the case of a contract for the provision of accommodation, transport, car rental, catering or leisure services, other than for the provision of housing, if the contract

a specific deadline or time limit for performance;

m) for digital content provided on a non-tangible medium, where the undertaking has begun performance with the consumer's express prior consent and the consumer has, at the same time as giving that consent, acknowledged that he or she will lose the right to receive the content once performance has begun the right of withdrawal/cancellation, and the business has sent the consumer an acknowledgement in accordance with Article 12(2) or Article 18.

7.9. The supplier withdraws from the distance contract, the undertaking shall reimburse the total amount paid by the consumer as consideration, including the costs incurred in connection with the performance, without delay and at the latest within fourteen days of becoming aware of the withdrawal. However, the Supplier shall be entitled to a right of retention.

7.10. The refund shall be made by the Service Provider using the same payment method as the one used for the original transaction, unless the Consumer explicitly agrees to another payment method; no additional costs shall be charged to the Consumer as a result of the use of this refund method.

7.11. The consumer must return the goods or return them to the Supplier without undue delay, but in any case not later than 14 days after the date of sending the notice of withdrawal from the contract to the Supplier. Where the goods are also sold by the undertaking on the premises of the undertaking and the consumer exercises his right of withdrawal in person on the premises of the undertaking, he shall be entitled to return the goods to the undertaking at the same time.

7.12. In the case of a written withdrawal, it is sufficient for the consumer to send the withdrawal notice within 14 days.

7.13. The consumer complies with the time limit if he returns or hands over the product(s) before the 14-day period has expired. A return is deemed to have been made within the time limit if the Consumer sends the product(s) before the expiry of the time limit.

7.14. The consumer bears only the direct cost of returning the product.

7.15. The Service Provider is not obliged to compensate the Consumer for the additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Service Provider.

7.16. The Supplier may withhold the refund until the goods(s) have been returned or the Consumer has provided proof that they have been returned, whichever is the earlier.

7.17. If the Consumer wishes to exercise his/her right of withdrawal, he/she may do so in writing (either by means of the attached declaration), by telephone or in person at one of the Service Provider's contact details. In the case of written notification, the date of posting/ mailing/ emailing will be taken into account, and in the case of notification by telephone, the date of notification by telephone.

- 7.18. The Consumer is liable only for depreciation resulting from use beyond the use necessary to establish the nature, characteristics and functioning of the product.
- 7.19. Government Decree 45/2014 (26.II.2014) on the detailed rules of contracts between consumers and businesses (hereinafter: R) 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 Service Provider with any other complaints using the contact details provided in these Rules.
- 7.22. The right of withdrawal is only available to Users who are considered as Consumers under the Civil Code.
- 7.23. The right of withdrawal does not apply to a business, i.e. a person acting in the course of his or her profession, self-employment or business activity.
- 7.24. (Only applicable if the Service Provider also provides a service in addition to the sale.)

If the Consumer terminates a contract concluded between absent persons after the start of performance, he/she shall pay to the undertaking a fee proportionate to the service provided up to the date of notification of termination to the undertaking. The amount to be paid by the Consumer in proportion to the total amount of the consideration laid down in the contract, plus tax, shall be determined. If the Consumer proves that the total amount thus determined is excessive, the pro rata amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the contract. In determining the market value, the consideration for the same service provided by undertakings carrying out the same activity shall be taken into account at the time of conclusion of the contract.

The consumer shall not bear the following costs when exercising the right of withdrawal/cancellation:

- a) all or part of the costs of performance of the contract for the provision of the service, if
 - aa) the undertaking has not complied with the information obligation provided for in point (i) or (k) of paragraph (1) of Article 11(1) of the Regulation, or
 - ab) the consumer has not requested the commencement of the performance of the service in accordance with Articles R 13 and R 19 before the expiry of the time limit set out in Article R 20 (2);
- b) all or part of the cost of providing digital content on a non-tangible medium, if
 - (ba) the consumer has not given his or her express prior consent to the performance of the contract before the expiry of the time limit specified in Article 20(2) of the Regulation,
 - bb) the consumer has not, at the same time as giving his consent under point (ba), acknowledged that his consent would result in the loss of his rights under Article R 20, or
 - (bc) the undertaking has failed to provide the information required under paragraph (2) of Article R 12 or Article R 18

the required confirmation.

7.25. The procedure for exercising the right of withdrawal:

7.25.1. If the Consumer wishes to exercise the right of withdrawal, he/she must notify the Service Provider of his/her intention to withdraw by contacting the Service Provider.

7.25.2. The consumer can exercise his right of withdrawal within the time limit if he sends his notice of withdrawal before the expiry of the 14th day after receipt of the product. In the case of written withdrawal, it is sufficient to send only the withdrawal notice within 14 days.

7.25.3. In case of withdrawal, the Consumer is obliged to return the ordered product to the Service Provider's address without delay, but no later than 14 days from the date of the notification of withdrawal, or to hand it over to the Service Provider. The deadline is deemed to have been met if the goods are sent before the 14-day deadline (i.e. they do not have to arrive within 14 days). The Customer bears the direct costs incurred in returning the goods as a result of exercising the right of withdrawal. If the business also sells the goods on the premises of the business and the consumer exercises his right of withdrawal in person on the business premises, he is entitled to return the goods to the business at the same time.

7.25.4. However, the Service Provider is not obliged to compensate the Consumer for the additional costs resulting from the choice of a mode of transport other than the cheapest usual mode of transport offered by the Service Provider. The Consumer shall also exercise his right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the goods.

7.25.5. In the case of a sale of several products, if each product is delivered at a different time, the buyer may exercise the right of withdrawal within 14 days of the last product delivered or, in the case of a product consisting of several lots or items, of the last lot or item delivered.

8. WARRANTY, GUARANTEE

Incorrect performance

The Service Provider shall be deemed to have failed to perform if, at the time of performance, the service does not meet the quality requirements laid down in the contract or by law.

The Service Provider shall not be deemed to have performed defectively if the rightholder knew of the defect at the time of conclusion of the contract or should have known of the defect at the time of conclusion of the contract. Any clause in a contract between a consumer and an undertaking which derogates from the provisions of this Chapter relating to the warranty of fitness for purpose and the guarantee to the detriment of the consumer shall be null and void.

Only Users who are consumers within the meaning of the Civil Code are entitled to more warranty rights.

Business User: a person acting in the course of his/her profession, self-employment or business.

Accessories warranty

8.1. In which cases can the User exercise the right to a warranty?

In the event of defective performance by the Service Provider, the User may assert a claim for warranty against the Service Provider in accordance with the rules of the Civil Code.

8.2. What are the User's rights under a warranty claim? The User may, at his/her option, make the following warranty claims: repair or replacement, unless the fulfilment of the claim chosen by the User is impossible or would involve disproportionate additional costs for the company compared to the fulfilment of another claim. If the repair or replacement was not or could not be requested, he may request a proportionate reduction in the price or, as a last resort, withdraw from the contract. You may transfer your right to a different warranty, but the cost of this transfer shall be borne by the User, unless it was justified or the company gave a reason for it.

The Consumer is also entitled to claim a proportionate reduction of the consideration or to terminate the sales contract, depending on the seriousness of the breach of contract, if.

- a) the undertaking has not carried out the repair or replacement, or has carried it out but has not dismantled and reinstalled the goods in whole or in part, or has refused to make the goods conform to the contract;
- b) there was a repeated failure to perform, despite the company's attempts to make the goods conform to the contract;
- c) the defect in performance is of such gravity as to justify immediate price reduction or immediate termination of the sales contract; or
- d) the trader has not undertaken to bring the goods into conformity with the contract, or it is clear from the circumstances that the trader will not bring the goods into conformity with the contract within a reasonable time or without significant detriment to the Consumer.

If the Consumer wishes to terminate the contract of sale on the grounds of defective performance

contract, the burden of proving that the defect is insignificant lies with the undertaking. The Consumer is entitled to retain the remaining part of the purchase price, in whole or in part, according to the seriousness of the breach of contract, until the company has fulfilled its obligations regarding the conformity of performance and defective performance.

The reasonable time limit for the repair or replacement of the goods shall be calculated from the date on which the Consumer notified the business of the defect. The consumer must place the goods at the disposal of the trader in order for the repair or replacement to be carried out.

In the case of a contract between a consumer and a business, the business must ensure the return of the replaced goods at its own expense. Where the repair or replacement requires the removal of goods which were put into service in accordance with the nature and purpose of the goods before the defect became apparent, the obligation to repair or replace includes the removal of the non-conforming goods and the putting into service of the goods supplied as a replacement or repaired goods or the bearing of the costs of removal or putting into service.

The reduction of the consideration is proportionate if it is equal to the difference between the value of the goods to which the Consumer is entitled in the case of contractual performance and the value of the goods actually received by the Consumer. The Consumer's right of withdrawal from the sales contract may be exercised by means of a declaration addressed to the business, expressing the decision to withdraw.

If the non-conformity concerns only a specified part of the goods supplied under the sales contract and the conditions for exercising the right to terminate the contract apply in respect of those goods, the Consumer may terminate the sales contract only in respect of the non-conforming goods, but may also terminate it in respect of any other goods acquired with them if the Consumer cannot reasonably be expected to keep only the goods which conform to the contract. If the Consumer terminates the contract of sale in whole or in respect of part of the goods supplied under the contract of sale, the Consumer shall

a) the Consumer must return the goods to the business at the business's expense; and

b) the business must reimburse the Consumer the purchase price paid for the goods concerned as soon as it has received the goods or the certificate of return.

8.3. What is the time limit for the User to claim under the warranty? The User (if he/she is a consumer) must notify the defect as soon as it is discovered, but not later than two months after the defect is discovered. Please note, however, that you cannot claim for any defects after the two-year limitation period (1 year for business or second-hand goods) from the date of performance of the contract.

for other products, the guarantee is valid until the expiry date).

If, in the case of goods containing **digital elements**, the contract of sale provides for the continuous supply of digital content or digital services for a specified period, the business is liable for any defect in the goods in relation to the digital content or digital services if the defect

a) within two years of the date of delivery of the goods in the case of continuous supply for a period not exceeding two years; or

b) for continuous service for more than two years, for the entire duration of the continuous service

occurs or becomes recognisable.

8.4. Who can you claim against?

The User may assert a warranty claim against the Service Provider.

8.5. What are the other conditions for exercising your rights under the warranty (if you are a consumer)?

Within 1 year from the date of performance, the User may assert a warranty claim on the basis of the defect, provided that the User proves that the product or service was provided by the company operating the webshop. However, after 1 year from the date of performance, the User shall be obliged to prove that the defect discovered by the User existed at the time of performance.

Product Warranty

8.6. In what cases can the Consumer exercise his/her right to a product warranty and what rights does the Consumer have under a product warranty claim?

In the event of a defect in a movable good, the Consumer may, at his/her option, exercise his/her right to a warranty of replacement or to a product warranty claim under 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. Who can you claim against? You can exercise your product warranty rights against the manufacturer or distributor of the product (together referred to as the "manufacturer").

8.8. In which cases is the product considered defective?

A product is defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

8.9. What is the deadline for the Consumer to claim under the product warranty?

The Consumer has two years from the date the product was placed on the market by the manufacturer to make a product warranty claim. Once this period has expired, he loses this right.

8.10. What is the rule of evidence for a product warranty claim?

In the case of a product warranty claim, you must prove that the product was defective when it was placed on the market by the manufacturer.

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

- manufactured or placed the product on the market for purposes other than its business, or
- the defect was not detectable according to the state of science and technology at the time it was placed on the market, or
- the defect in the product results from the application of a legal or regulatory requirement. The manufacturer only needs to prove one ground for exemption.

Please note that the Consumer may bring both claims against the business for an accessory warranty and a product warranty claim against the manufacturer for the same defect. In the event of a successful product warranty claim, the consumer may only assert his or her warranty claim against the manufacturer for the replaced product or the part of the product that has been repaired.

Warranty (for new consumer durables)

8.12. In which cases can the Consumer exercise his/her right of guarantee?

In the case of defective performance, the Service Provider is obliged to provide a warranty pursuant to Government Decree 151/2003 (IX. 22.) on the mandatory warranty for certain consumer durables, if the user is a Consumer.

8.13. What are the consumer's rights under the warranty and within what time limits?

The duration of the guarantee:

a) two years for a sale price of HUF 10 000 but less than HUF 250 000,

b) Three years above the sale price of HUF

250 000. Failure to meet these deadlines

will result in forfeiture.

The warranty period starts on the date of delivery of the consumer goods to the Consumer or, if the installation is carried out by the Service Provider or its agent, on the date of installation.

If the Consumer puts the consumer goods into service more than six months after delivery, the warranty period starts on the date of delivery of the consumer goods.

The Consumer may also, at his/her option, submit his/her request for repair directly to the Service Provider's head office, any premises, branch or repair service indicated by the company on the warranty ticket.

On the basis of your claim, at the option of the beneficiary

1. require repair or replacement, unless the chosen warranty is impossible to fulfil or would result in disproportionate additional costs for the debtor compared with the fulfilment of another warranty claim, taking into account the value of the service in its original condition, the

the seriousness of the breach of contract and the damage caused to the beneficiary's interests by the performance of the guarantee; or

2. may request a proportionate reduction of the consideration or withdraw from the contract if the obligor has not undertaken to repair or replace the goods, cannot fulfil this obligation within (...) or if the rightholder's interest in the repair or replacement has ceased.

No withdrawal due to a minor defect. Aim for 15 days

Pursuant to Article 5 of Decree 19/2014 (IV. 29.) NGM on the procedural rules for handling warranty and guarantee claims for goods sold under a contract between a consumer and a business, the Service Provider must endeavour to carry out the repair or replacement **within** a maximum of **15 days**. If the repair or replacement takes longer than 15 days, the Service Provider shall

You must inform the consumer of **the expected time for repair or replacement**. The information shall be provided, with the prior consent of the Consumer, by electronic means or by any other means capable of evidencing receipt by the Consumer.

If it turns out that the product cannot be repaired

If, during the warranty period, the first repair of the consumer goods by the Service Provider establishes that the consumer goods **cannot be repaired**, the Service Provider shall **replace** the consumer goods **within 8 days**, unless the Consumer has provided otherwise. If the consumer goods cannot be replaced, the Service Provider shall **refund** the purchase price to **the Consumer within 8 days**.

If the product fails a fourth time

If the consumer product fails again during the guarantee period after being repaired three times, the business must replace the consumer product within eight days, unless the consumer has agreed otherwise. If the consumer goods cannot be replaced, the trader must **reimburse the consumer within eight days for the** purchase price indicated on the guarantee voucher or, failing this, on the receipt or invoice issued by the consumer under the VAT Act, which proves that the consumer has paid for the goods.

If it is not corrected within 30 days

If the consumer goods have not been repaired within 30 days of the date on which the request for repair is communicated to the trader, the trader must replace the goods within 8 days of the expiry of the 30-day period, unless the consumer has provided otherwise. If the consumer goods cannot be replaced, the trader must pay the purchase price indicated on the guarantee voucher or, failing this, on the receipt or invoice issued by the consumer under the VAT Act, which proves payment of the price of the consumer goods, within 8 days of the expiry of the 30-day time limit for repair.

refunded to the consumer within.

The provisions of the above back do not apply to electric bicycles, electric scooters, quad bikes, motorcycles, mopeds, passenger cars, motor caravans, caravans, motor caravans, trailers, caravans with trailers and motorised watercraft.

8.14. When is a business exempted from its warranty obligation?

The Service Provider shall be released from its warranty obligation only if it proves that the cause of the defect arose after performance. Please note that the Consumer may assert a warranty claim and a guarantee claim, as well as a product warranty claim and a guarantee claim, for the same defect at the same time and in parallel. However, once the Consumer has successfully asserted a claim for defective performance for a particular defect (for example, the business has replaced the product), he cannot assert a claim for the same defect on any other legal basis.

8.15. The Service Provider shall not be liable for any damage caused by natural wear and tear/wear and tear beyond the warranty period (professional life).

8.16. Furthermore, the Service Provider shall not be liable for any damages resulting from faulty or negligent handling, excessive use or other than the specified use, or other improper use of the products after the risk of damage has passed.

8.17. If the Consumer makes a replacement request due to a defect in the consumer goods within three working days of purchase (installation), the Service Provider is obliged to replace the consumer goods, provided that the defect prevents the proper use of the goods.

8.18. What are the additional requirements for the exercise of warranty rights? Specific requirements (such as periodic inspection) may be imposed on the consumer in order to ensure the correct installation or maintenance of a consumer product, provided that the correct installation or maintenance cannot be ensured by other means and that compliance with the requirement does not impose a disproportionate burden on the consumer.

8.19. For a list of consumer [goods](#) covered by the mandatory guarantee, see [IM Decree 10/2024 \(28.VI.\) on the definition of consumer durables covered by the mandatory guarantee](#)

9. THE PROCEDURE TO FOLLOW IN THE EVENT OF A WARRANTY CLAIM

(FOR USERS WHO ARE CONSUMERS)

- 9.1. In a contract between a consumer and a business, the agreement of the parties may not deviate from the provisions of Decree 19/2014 (IV. 29.) NGM on the procedural rules for the handling of warranty and guarantee claims for goods sold under a contract between a consumer and a business to the detriment of the consumer.
- 9.2. It is the Consumer's responsibility to provide proof of the conclusion of the contract (with an invoice or even just a receipt).
- 9.3. The costs related to the fulfilment of the warranty obligation shall be borne by the Service Provider (Civil Code, § 6:166).
- 9.4. The Service Provider shall keep a record of the warranty or guarantee claims notified to it by the Consumer.
- 9.5. A copy of the report shall be made available to the Consumer without delay in a verifiable manner.
- 9.6. If the Service Provider is unable to declare the enforceability of the Consumer's warranty or guarantee claim at the time of its notification, it shall notify the Consumer of its position within five working days in a verifiable manner, including the reasons for the rejection of the claim and the possibility of recourse to the conciliation body.
- 9.7. The Service Provider shall keep the minutes for three years from the date of their recording and shall produce them at the request of the supervisory authority.
- 9.8. The Service Provider must endeavour to carry out the repair or replacement within a maximum of fifteen days. If the repair or replacement takes longer than 15 days, the Service Provider **must inform** the Consumer of the **expected time for the repair or replacement**. The information shall be provided, with the prior consent of the Consumer, by electronic means or by any other means capable of proving receipt by the Consumer.

10. MIXED PROVISIONS

10.1. The Service Provider may use an intermediary to fulfil its obligations. The Service Provider shall be fully liable for any unlawful conduct of the Service Provider, as if the unlawful conduct had been committed by the Service Provider.

10.2. If any part of these Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining parts shall not be affected.

10.3. If the Service Provider fails to exercise a right under the Rules, the failure to exercise that right shall not be deemed a waiver of that right. No waiver of any right shall be valid unless expressly stated in writing. The fact that the Service Provider does not strictly adhere to a material term or condition of the Terms and Conditions on one occasion does not mean that it waives its right to insist on strict adherence to that term or condition in the future.

10.4. The Service Provider and the User shall try to settle their disputes amicably.

10.5. The Parties stipulate that the Service Provider's webshop is located in Hungary and its maintenance is carried out here. As the site can be visited from other countries, the users expressly acknowledge that the governing law in the relationship between the user and the Service Provider is Hungarian law. If the user is a consumer, the court of the defendant's (Consumer's) domicile shall have exclusive jurisdiction over the Consumer in any dispute arising from this contract pursuant to Article 26 (1) of the Civil Code.

10.6. The Service Provider does not apply different general terms and conditions of access to the products in the webshop for reasons related to the User's nationality, place of residence or domicile.

10.7. The Service Provider shall not apply different conditions to the payment transaction for the payment methods accepted by it for reasons related to the nationality, residence or place of establishment of the User, the place of holding 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 European Union.

10.8. The service provider complies with REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 December 2018 on combating unjustified territorial restrictions of content and other forms of discrimination based on the nationality, residence or domicile of the customer within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC.

11. COMPLAINTS HANDLING POLICY

(FOR USERS WHO ARE CONSUMERS)

11.1. The Service Provider aims to fulfil all orders to the full satisfaction of the Customer and to a satisfactory quality. If the User has any complaint about the contract or its performance, he/she may communicate it by telephone, e-mail or letter.

11.2. The Service Provider will investigate the oral complaint immediately and remedy it as necessary. If the customer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall immediately take a record of the complaint and its position on the complaint and shall provide the customer with a copy of the record.

11.3. The Service Provider shall respond to the written complaint within 30 days in writing in a manner that can be justified on the merits and shall arrange for its communication. The reasons for rejecting the complaint shall be given. The Service Provider shall keep a record of the complaint and a copy of the reply for 3 years and shall present it to the supervisory authorities at their request.

11.4. You are informed that, if your complaint is rejected, you may take your complaint to a public authority or a conciliation body, as described below (no general declaration of submission has been made by the Service Provider):

11.5. The Consumer may lodge a complaint with the consumer protection authority: Pursuant to Article 45/A (1)-(3) of the Consumer Protection Act and Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, the Government Office acts as the general consumer protection authority:

<https://kormanyhivatalok.hu/kormanyhivatalok>

11.6. In case of a complaint, the Consumer has the possibility to contact a conciliation body, the contact details of which can be found here:

Name of the Conciliation Body	The seat and address of the conciliation body:	Area of jurisdiction
Budapest Conciliation Board	Budapest Budapest Conciliation Board Address: 1016 Budapest, Krisztina krt. 99. Phone number: Fax number: (1) 488-2186 President: Dr. Éva Veronika Inzelt Éva Honopage address: https://bekeltet.bkik.hu/ E-mail address: bekelteto.testulet@bkik.hu	Budapest
Baranya County Conciliation Board	Pécs Baranya Vármegyei Békéltető Testület Address: 7625 Pécs, Majorossy Imre u. 36. Phone: (72) 507-154; (20) 283-3422 Fax number: (72) 507- 152 President: Dr. Ferenc Bércesi Website address: www.baranyabekeltetes.hu E- mail address: info@baranyabekeltetes.hu kerelem@baranyabekeltetes.hu	Baranya county, Somogy county, Tolna county
Borsod-Abaúj-Zemplén County Arbitration Board	Miskolc Address of the Borsod-Abaúj-Zemplén County Conciliation Board: 3525 Miskolc, Szentpáli u. 1. Phone number: (46) 501-091 (new cases); 501-871 (pending cases) Chairman: Dr. Péter Tulipán Website address: www.bekeltetes.borsodmegye.hu E-mail address: bekeltetes@bokik.hu	Borsod-Abaúj-Zemplén county, Heves county, Nógrád county
Csongrád-Csanád County Arbitration Board	Szeged Csongrád-Csanád Vármegyei Békéltető Testület Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: (62) 554-250/118 extension Fax number: (62) 426- 149 President: Dr. Károly Horváth Website address: www.bekeltetes-csongrad.hu E-mail address: bekelteto.testulet@csmkik.hu	Békés county, Bács-Kiskun county, Csongrád-Csanád county
Fejér County Conciliation Board	Székesfehérvár Fejér County Conciliation Board Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Phone number: (22) 510-310 Fax number: (22) 510- 312 President: Dr. József Vári Kovács Website address: www.bekeltetesfejér.hu E-mail address: bekeltetes@fmkik.hu; fmkik@fmkik.hu	Fejér county, Komárom-Esztergom county, Veszprém county
Győr-Ménfőcsanak County Arbitration Board	Győr Győr-Ménfőcsanak County Conciliation Board Address: 9021 Győr, Szent István út 10/a. Phone number: (96) 520-217 President: Dr. Beáta Bagoly Website address: https://gymsmkik.hu/bekelteto E-mail address: bekelteto@gymsmkik.hu; gymsmkik@gymsmkik.hu	Győr-Ménfőcsanak county, Zala county



Hajdú-Bihar County Arbitration Board	Debrecen Hajdú-Bihar County Conciliation Board Headquarters: 4025 Debrecen, Petőfi tér 10. Office location: 4025 Debrecen Vörösmarty u. 13-15. Phone number: (52) 500-710; (52) 500-745 Fax number: (52) 500-720 President: Dr. Zsolt Hajnal Website address: https://www.hbmbekeltetes.hu E-mail address: bekelteto@hbik.hu	Jász-Nagykun-Szolnok county,
		Hajdú-Bihar county,
		Szabolcs-Szatmár-Bereg county
Pest County Conciliation Board	Budapest Pest County Conciliation Board Head office: 1055 Budapest, Balassi Bálint u. 25. IV/2. Phone number: +36 1 792 7881 President: Dr. Pál Koncz Website address: www.pestmegyeibekelteto.hu www.panaszrendezes.hu E-mail address: pmbekelteto@pmkik.hu	Pest county

11.7. The conciliation body is responsible for settling consumer disputes out of court. The conciliation body's task is to attempt to reach an agreement between the parties to resolve the consumer dispute and, if this is unsuccessful, to rule on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. The conciliation body shall, at the request of the consumer or the Supplier, advise on the rights and obligations of the Consumer.

In the conciliation panel proceedings, in the absence of agreement, the panel shall decide on the merits of the case

a) issue a decision imposing an obligation if

aa) the application is well founded and the undertaking, in its general declaration of submission pursuant to § 36/C, in its statement registered with the conciliation body or the chamber or in its commercial communications, at the commencement of the proceedings or at the latest by the time the decision is taken, has acknowledged the decision of the conciliation body as binding on it, or

ab) the undertaking has not made a declaration of submission, but the request is well-founded and the consumer's claim to be enforced does not exceed HUF 200,000, either in the request or at the time of the decision to impose an obligation; or

b) make a recommendation if the request is well founded but the undertaking has stated at the outset of the procedure that it does not recognise the decision of the Board as binding or if it has not stated that it recognises the Board's decision as binding at all.

11.8. In the case of cross-border consumer disputes relating to online sales or service contracts, the competent conciliation body is the chamber of conciliation appointed by decree of the Minister responsible for consumer protection.

11.9. The Consumer may use the EU online dispute resolution platform in case of a complaint. Using the platform requires a simple registration on the European Commission system by clicking [here](#). Once logged in, the Consumer can then submit a complaint via the online website: <http://ec.europa.eu/odr>

11.10. In the conciliation procedure, the company has a duty of cooperation, and in this context it is obliged to send its reply to the conciliation body within the time limit specified in the Act on the Protection of Competition and Consumer Protection. The European Parliament and Council Regulation (EU) No 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC

of the European Parliament and of the Council, the undertaking must ensure the attendance of a person authorised to conclude a settlement agreement at the hearing. The representative of the undertaking authorised to conclude a settlement must attend the online hearing online. If the consumer requests a personal interview, the representative of the undertaking authorised to negotiate a settlement must attend the interview at least online.

11.11. If the Consumer does not apply to a conciliation body or if the procedure has not been successful, the Consumer has the right to take the matter to court in order to settle the dispute. The action must be brought by means of a statement of claim containing the following information:

- the competent court;
- the names of the parties and their representatives, their place of residence and their status in the proceedings;
- the right asserted, stating the facts on which it is based and the evidence in support of those facts;
- the data from which the jurisdiction and competence of the court can be established;
- a request for a definitive ruling from the court .

The application must be accompanied by the document or a copy of the document, the contents of which are relied on as evidence.

12. AUTHOR'S RIGHTS

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- 12.3. . The Service Provider reserves all rights to all elements of its service, its domain names, the secondary domain names formed from them and its Internet advertising space.
- 12.4. It is prohibited to adapt or reverse engineer the content of the <https://www.projectbestrong.com> website or any part of it; to create user IDs and passwords in an unfair manner; to use any application that could modify or index the <https://www.projectbestrong.com> website or any part of it.
- 12.5. The name <https://www.projectbestrong.com> is protected by copyright, and its use, with the exception of the reference, is only possible with the written consent of the Service Provider.
- 12.6. The User acknowledges that the Service Provider shall be entitled to a penalty in the event of unauthorized use. The amount of the penalty shall be HUF 60,000 gross per image, HUF 20,000 gross per word or HUF 40,000 per day. In the event of copyright infringement, the Service Provider shall apply for a notarial certificate of fact, the amount of which shall also be charged to the infringing user.

13. DATA DATA

The privacy policy of this website is available at: <https://projectbestrong.com/adatvedelem>

Debrecen, 14 November 2024.

Sample withdrawal declaration

(fill in and return only if you wish to withdraw from the contract)

Address: Z6 Sport Innovation Ltd., 4027 Debrecen, Füredi út 49-51., project@bestrong.com, +36 70 935 7144

I, the undersigned, declare that I exercise my right of withdrawal/cancellation for the following product/s:

Date of order / date of receipt: Name of

consumer(s):

Address of consumer(s):

Signature of the consumer(s) (only in case of written notification): Date: