

INFORMATION ON GUARANTEE AND WARRANTY

1. Warranty (for quality and products)

1.1. Warranty of quality

1) The performance by Posta is faulty, if at the time of the performance the service does not meet the qualitative requirements set forth in the contract or by law.

Magyar Posta performs contractually, if the Purchaser knew of the defect at the time of the execution of the contract, or if the Purchaser must have known the defect at the time of the execution of the contract, and if the service constituting the subject of the contract

- a) corresponds to the description, quantity, quality and type specified in the contract;
- b) has the characteristics required by the contract (functionality, compatibility);
- c) is suitable for the purpose which Magyar Posta brought to the attention of the Purchaser as consumer at the latest at the time of purchase;
- d) has all its accessories and instructions.

2) For products purchased by a Purchaser as consumer it must be assumed that within one year of the receipt the defect detected by the Purchaser was existing already at the time of performance, unless this assumption is incompatible with the nature of the product or with the type of the defect. If a defect occurs in the product within 1 year of its receipt, in the absence of proof to the contrary, it must be assumed that the defect detected already existed at the time of performance, unless this presumption is incompatible with the nature of the goods or the nature of the defect.

3) Posta is liable for the defective performance by way of warranty of quality. The right of the Purchaser as consumer for warranty of quality becomes void in two years of the time of performance, and such right of any other Purchaser (e.g.: company, other legal entity) becomes void in one year of the time of performance. If the subject matter of the contract concluded with the Purchaser as the consumer is a thing under use, then the term of limitation is one year. The Purchaser may exercise his/her rights for warranty of quality against any claim arising from the same contract, even if the right for warranty of quality has become void.

4) By virtue of his/her right for warranty of quality the Purchaser may opt for:

- a) repair or replacement, unless
 - aa) the fulfilment of the selected right for warranty is impossible, or
 - ab) it would result in disproportionate extra charges – compared to the fulfilment of another claim for warranty – for Posta, by taking account of

- aba) the value of the service as represented in a condition without any defect;
 - abb) the weight of the violation of contract;
 - abc) the prejudice to interest caused for the Purchaser by the enforcement of the right for warranty;
- b) he/she may claim a proportionate reduction of the counter-service, he/she, with the exception of the Purchaser as consumer, can repair the defect by himself/herself or get it repaired by a third party at the expense of Magyar Posta, or he/she can withdraw from the contract – apart from insignificant defects, if
- ba) Magyar Posta did not accept the repair or replacement, or in the case of a Purchaser as consumer, if he/she has performed the repair or replacement by has not fulfilled, in whole or in part, the conditions set out in Section 13 (3) of Government Decree 373/2021 (30 June), or refused to make the goods conform to the contract (repair, replacement), or it is clear from the circumstances that it will not repair or replace the goods within a reasonable deadline or without a significant detriment to the Purchaser as consumer;
 - bb) it cannot meet its obligation for repair or replacement in due time by protecting the Purchaser's interests;
 - bc) the Purchaser has no interest any more for repair or replacement;
 - bd) in the case of a Purchaser as consumer, repeated defects in performance occurred, despite Magyar Posta's attempts to bring the goods into conformity with the contract;
 - be) in the case of a Purchaser as consumer, the defect in performance is of such gravity that it justifies an immediate price reduction or the immediate termination of the sale and purchase contract.
- 5) The Purchaser may choose another right for warranty instead of the right he/she has selected. The expenses incurred by the said change of right must be paid by the Purchaser for Posta, unless a reason for the change was given by Posta, or the change was otherwise justified.
- 6) The Purchaser is obliged to report the defect to Posta without delay after the detection of the defect. Defects, which are reported by the Purchaser as consumer within two months of the detection of the defect, will be regarded as reported without delay by Posta. The Purchaser is responsible for any damage arising from delayed reporting.
- 7) The expenses related to the fulfilment of the obligation for warranty must be borne by Posta. If, however, a failure of the obligation for maintenance due to the Purchaser has also contributed to the deficiency of the thing, the expenses incurred by the fulfilment of the

warranty obligation must be borne by the Purchaser in proportion to his/her contribution, provided he/she has had the knowledge for the maintenance of the thing, or Posta has met its obligation for information in this regard.

1.2. Product warranty

- 1) The provisions of this Section shall apply only in the case of products ordered by a Purchaser as consumer (movable property), in the context of a consumer contract (contract between the Purchaser as consumer and Magyar Posta).
- 2) For the defect of any product sold by Magyar Posta for a Purchaser as consumer the Purchaser as consumer may claim the repair of the defect of the product, or – if the repair is not possible in due time, without prejudice to the interests of the Purchaser as the consumer – the replacement of the product from the Manufacturer (whereby the Manufacturer is the producer of the product, the importer and the person claiming to be the Manufacturer). The Manufacturer is liable for the product warranty for two years of the date, on which it begins with the distribution of the product. The expiry of the said term involves the loss of right.
- 3) The product has a defect, if
 - a) it does not meet the quality requirements for the product currently in effect at the time of distribution by the Manufacturer;
 - b) or it does not have the features, which are listed in the description provided by the Manufacturer.
- 4) The Manufacturer will be exempted from the obligation for product warranty, if it proves, that
 - a) it has manufactured or distributed the product other than within its business activity or independent employment;
 - b) at the time of the distribution of the product the defect was not recognizable according to the state of the art technology; or
 - c) the defect of the product has been brought about by the application of the law or any obligatory official regulation.
- 5) The manufacturer is liable for the warranty of quality in case of replacement for the replaced product, and in case of repair for the part of the product affected by repair. The Purchaser as consumer, is obliged to report the defect to the Manufacturer without delay after the detection of the defect, within 2 months of the detection of the defect.
- 6) For the enforcement of the claim for warranty lodged by the Purchaser as consumer the execution of the contract must be deemed proven, if the document for the proof of the payment of the price – the invoice or acknowledgement of receipt to be issued according to the act about value added tax – is presented by the Purchaser as consumer.

7) Magyar Posta draws up a record about the claim of the Purchaser as consumer for warranty, and makes available a copy thereof to the Purchaser as consumer.

2. Guarantee

1) In the case of a Purchaser as consumer, in accordance with Government Decree 151/2003 (22 September) on compulsory guarantee for certain consumer durables, the guarantee period for consumer durables defined in the Annex to the Government Decree is

- a) 1 year for articles with a sales price between HUF 10,000 and HUF 100,0000;
- b) 2 years for articles with a sales price between HUF 100,000 and HUF 250,000;
- c) 3 years for articles with a sales price exceeding HUF 250,000.

The guarantee period starts on the day of delivery of the product to the Purchaser as consumer.

2) With regard to any other issue, the guarantee claims are governed by the rules pertaining to claims for warranty for quality.

3) To enforce the guarantee claim, you must present the product, the duly completed guarantee vouchers or, failing this, proof of payment (invoice or receipt issued under the VAT Act). Guarantee vouchers lost or not delivered by the Distributor can only be replaced based on proof of purchase (or other proof of conclusion of a contract). Any correction, deletion, overwriting or entry of false data on the guarantee voucher attributable to the Purchaser as consumer may result in the guarantee voucher becoming invalid.

4) Magyar Posta draws up a record about the claim of the Purchaser as consumer for guarantee, and makes available a copy thereof to the Purchaser as consumer.

5) If the Purchaser as consumer claims a replacement within 3 working days from the date of purchase (commissioning) due to a defect in the product, Magyar Posta may not claim disproportionate additional costs, but is obliged to replace the product, provided that the defect prevents ordinary use.

6) Any repair or replacement shall be completed within a reasonable deadline and without prejudice to the interests of the rightholder. Magyar Posta shall aim to perform the repair within a maximum of 15 days. If, at the first repair of the product, the repair service finds that the product cannot be repaired, the product must be replaced or the purchase price refunded within 8 days.

7) If the product becomes defective again after being repaired three times during the guarantee period, Magyar Posta is obliged to replace the product within 8 days, unless otherwise agreed by the Purchaser as consumer (discount, repair). If the replacement of the product is not possible, Magyar Posta is obliged to refund the purchase price indicated on

the proof of payment (invoice or receipt) presented by the Purchaser as consumer to the Purchaser as consumer within 8 days.

8) If Magyar Posta is unable to repair the product accepted for repair within 15 days, it must notify the Purchaser as consumer of the expected time required for the repair by the 15th day. If the period extended in this way exceeds 30 days, Magyar Posta shall replace the product within 8 days of the 30th day. If the replacement of the consumer article is not possible, Magyar Posta shall refund the purchase price indicated on the proof of payment of the purchase price of the consumer article presented by the Purchaser as consumer, the invoice or receipt issued under the VAT Act, to the Purchaser as consumer within eight days of the expiry of the thirty-day repair period without result. Only new parts may be installed in the product during the repair.

9) Fixed consumer articles or consumer articles weighing more than 10 kg or which cannot be transported as hand luggage on public transport must be repaired at the place of operation.

10) After the detection of the defect, the Purchaser as consumer is obliged to communicate his/her objection to Magyar Posta within the shortest possible time. Defects, which are reported within two months of the detection of the defect shall be regarded as reported in due time. The Purchaser as consumer is responsible for any damage arising from delayed reporting.

11) The part of the repair period during which the Purchaser cannot use the product for its ordinary use does not count towards the guarantee period. The guarantee period starts again if the product is replaced or repaired. The guarantee does not affect the statutory rights of the Purchaser as consumer, in particular the rights to warranty of quality, product warranty and compensation.

12) During the guarantee period, Magyar Posta shall be exempt from liability only if it can prove that the event causing the defect occurred after the performance of its service. Magyar Posta shall record the objection of the Purchaser as consumer, a copy of which shall be given to the Purchaser as consumer. If Magyar Posta is not in a position to declare whether the claim of the Purchaser as consumer can be met at the time of notification, it must notify the Purchaser as consumer of its position within 5 working days at the latest.

13) If the quality complaint of the Purchaser as consumer regarding the guarantee is not settled by Magyar Posta in accordance with the claim of the Purchaser as consumer, the Purchaser as consumer shall also be entitled to initiate a procedure of the conciliatory body operated by the county (metropolitan) chambers of trade and industry competent according to the place of residence of the Purchaser as consumer.

14) At the time of sale of the product, Magyar Posta is obliged to match the product and serial number of the device on the guarantee voucher, to certify it, indicating the date of purchase, and to hand it over to the Purchaser as consumer.