

General Terms and Conditions

Békássy Webshop | bekassy.hu

These General Terms and Conditions apply to orders placed in the online store operated on the bekassy.hu website. The document also separately sets out the mandatory rules applicable to customers who qualify as consumers. The conditions relating to a particular order and stated on the product page, during checkout or in an individual offer shall apply together with these General Terms and Conditions.

1 Service Provider Details

Item	Details
Service Provider	Békássy András, sole proprietor
Registered office and postal address	8261 Badacsony, 1 Pöltenberg Street
Tax number	69892820-1-39
Registration number	59503165
Website	https://bekassy.hu
Email	boraszat@bekassy.hu
Telephone	+36 30 646 5012
Hosting provider	Websupport Magyarország Kft., 1132 Budapest, 18-22 Victor Hugo Street

2 Definitions and Scope of the General Terms and Conditions

Customer: any natural person or legal entity placing an order in the online store. Consumer: a natural person acting for purposes outside their trade, independent occupation or business activity. Product: bottled wine or other goods specified on the product page and sold in the online store.

These General Terms and Conditions form part of the sales contract concluded electronically between the Service Provider and the Customer. The language of the contract is Hungarian. The Service Provider has not submitted to any separate code of conduct. These General Terms and Conditions are continuously available and may be downloaded and printed at <https://bekassy.hu/uzletszabalyzat>.

The order and the related electronic messages are retained in accordance with data protection and accounting rules. The contract does not qualify as a contract made in writing, and the Service Provider does not separately file it as a contract that remains directly accessible to the Customer at a later date.

Any amendment to these General Terms and Conditions shall not affect contracts already concluded. The new version shall apply to orders placed after its publication.

3 Products and Age Limit

The essential characteristics, packaging, alcohol content, unit price and selling price of each Product are stated on the product page. Images may be for illustration purposes, but the Service Provider endeavours to present the Product faithfully.

Alcoholic Products may be purchased and received only by persons aged 18 or over. By placing an order, the Customer declares that they are at least 18 years old. The Service Provider, collection point or courier may request proof of age and may refuse delivery in case of doubt. The person placing the order is responsible for ensuring that the person authorised to receive it is also of legal age.

4 Prices and Delivery Charges

Prices displayed in the online store are stated in Hungarian forints and are the final selling prices payable by the Consumer. The Service Provider is exempt from VAT under the small-business tax exemption, therefore the price does not include VAT. Delivery charges are not included in the Product price; their amount is displayed during checkout before the order is finalised.

Where a price is manifestly incorrect, for example conspicuously disproportionate to the generally known value of the Product or stated as zero forints due to a technical error, the Service Provider is not required to accept the order at the incorrect price. In such a case, it may offer purchase at the correct price; if the Customer rejects this, the order shall be cancelled and any amount already paid shall be refunded.

5 Ordering Process and Conclusion of the Contract

1. The Customer selects the Product, specifies the quantity and adds the Product to the cart.
2. The Customer may review and modify the Products and quantities in the cart. Up to thirty bottles, the order quantity must be a multiple of six bottles; above thirty bottles, the quantity permitted by the online store may be ordered.
3. The Customer selects the delivery and payment method and then provides the required billing, delivery and contact details.
4. On the order summary page, the Customer may still correct the details. The Customer submits the order involving an obligation to pay by clicking the appropriately labelled button.
5. The Service Provider shall acknowledge receipt of the order electronically and without undue delay. If the acknowledgement is not received within 48 hours, the Customer shall no longer be bound by the offer.
6. The automatic message acknowledging receipt of the order does not in itself constitute acceptance of the order. The contract is concluded when the Service Provider accepts the order in a separate message or clearly informs the Customer that performance has begun.

The Service Provider may reject the order due to lack of stock or another impediment to performance. It shall inform the Customer immediately and refund any amount already paid without undue delay.

6 Correction of Data Entry Errors

Before submitting the order, the Customer may correct incorrect details in the cart and during checkout. After submission, the Customer may request correction as soon as possible using the contact details in Section 1. The Service Provider shall not be liable for delay or documented additional costs arising from incorrect details provided by the Customer if it could not reasonably prevent the consequences of the error.

7 Payment Methods

- Payment on receipt: in cash or by bank card, where available for the relevant collection or delivery method.
- Online bank card payment: via the myPOS payment interface. The Service Provider neither processes nor stores card details.

Any fee for a payment method and all additional costs are displayed before the order is submitted. The Service Provider issues an electronic or paper invoice for the purchase based on the details provided during checkout.

8 Delivery and Personal Collection

For home delivery of up to 11 bottles, the delivery charge is HUF 2,500. For orders of at least 12 bottles, home delivery is free of charge unless the checkout process indicates otherwise.

Personal collection is available free of charge at a previously agreed time at the following locations: Badacsony, Budapest and Budakeszi.

Unless the parties agree otherwise, the Service Provider shall make the Product available to the Customer no later than 30 days after conclusion of the contract. In the case of a Consumer, risk passes when the Consumer or a third party designated by the Consumer takes possession of the Product; this does not apply where the carrier was engaged by the Consumer and was not proposed by the Service Provider.

9 Right of Withdrawal for Consumers

The Consumer may withdraw from the contract without giving reasons within 14 days of receiving the Product. If several Products are delivered at different times, the period begins upon receipt of the Product delivered last. The Consumer may also exercise the right of withdrawal between conclusion of the contract and receipt of the Product.

Withdrawal may be exercised within the time limit by sending the model form in Annex 1 or any other unequivocal statement. It is sufficient to send the statement before the expiry of the 14-day period. The burden of proof lies with the Consumer.

The Consumer shall return or hand over the Product to the Service Provider within 14 days of communicating the withdrawal. The direct cost of return shall be borne by the Consumer. The Product must be returned in suitable and secure packaging.

Within 14 days of becoming aware of the withdrawal, the Service Provider shall reimburse the full amount paid by the Consumer, including the cost of the least expensive standard delivery method. Any additional cost of a more expensive delivery method chosen by the Consumer need not be reimbursed.

Reimbursement shall be made using the same payment method as the original transaction, unless the Consumer expressly agrees to another method and incurs no fee as a result. The Service Provider may withhold reimbursement until the Product has been returned or the Consumer has supplied conclusive evidence of having sent it back.

The Consumer shall be liable only for any diminished value resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the Product. Opening a bottle does not automatically make the right of withdrawal inapplicable; any diminished value must be assessed in light of the individual circumstances.

The right of withdrawal may not be exercised in the cases specified in Section 29 of Government Decree 45/2014 (II. 26.). Among these, a relevant exception in the online store may arise in particular where the Product was made to the Consumer's specifications or is clearly personalised, or where the goods are liable to deteriorate or expire rapidly. The Service Provider must clearly indicate and, where necessary, substantiate the application of an exception for the relevant Product; ordinary bottled wine does not automatically fall within such an exception.

10 Defective Performance and Warranty Rights

The Service Provider performs defectively if, at the time of performance, the Product fails to meet the quality requirements laid down in the contract or by law. The Consumer may exercise their rights under the Hungarian Civil Code and Government Decree 373/2021 (VI. 30.).

10.1 Statutory Warranty for Defects

The Consumer may primarily request repair or replacement, unless the chosen remedy is impossible or would result in disproportionate additional costs. Repair is generally not meaningful in the case of wine, so replacement is typically the primary remedy. The Consumer may request a proportionate price reduction or terminate the contract if the statutory conditions are met. The contract may not be terminated for an insignificant defect.

In a consumer contract, claims under the statutory warranty for defects expire two years after performance. A defect discovered within one year of performance is presumed to have existed at the time of performance, unless that presumption is incompatible with the nature of the Product or the nature of the defect.

10.2 Product Warranty

The Consumer may require the manufacturer to repair the defective Product or, if repair cannot be completed within a reasonable time without significant inconvenience to the Consumer, to replace it. The claim may be enforced within two years of the date on which the manufacturer placed the Product on the market. The Consumer must prove the defect and that it existed when the Product was placed on the market.

10.3 Commercial Guarantee

Wine sold in the online store is not subject to a mandatory statutory commercial guarantee. The Service Provider provides a voluntary commercial guarantee only where expressly stated on the product page or in a separate declaration; this does not affect the Consumer's statutory warranty rights.

It is advisable to have any damage to the package recorded and photographed in the courier's presence, but the absence of such a record does not in itself extinguish the Consumer's statutory claims. The purchase may be proven by an invoice, receipt or other credible means. Tartrate crystallisation may be a natural phenomenon in itself, but this does not preclude examination of an individual quality complaint. In the event of cork taint or another sensory defect, the Consumer should contact the Service Provider immediately and, where possible, retain the bottle, cork and remaining Product for examination.

11 Complaints and Enforcement of Rights

The Customer may submit a complaint using the contact details in Section 1. The Service Provider shall examine an oral complaint immediately and remedy it as necessary. If this is not possible, or if the Consumer disagrees with its handling, the Service Provider shall draw up a written record. The Service Provider shall provide a substantive written response to a written complaint within 30 days in a verifiable

manner. Any rejection shall state the reasons. A copy of the complaint and the response shall be retained for three years.

In the event of a consumer dispute, the Consumer may apply to the conciliation board competent for their place of residence or stay. The Service Provider shall cooperate in the conciliation board proceedings. Current contact details of the boards are available at <https://bekeltetes.hu>. The regional forum competent for the Service Provider's registered office is the Fejér County Conciliation Board, 8000 Székesfehérvár, Hosszúsétatér 4-6; telephone: +36 22 510 310; email: bekeltetes@fmkik.hu; website: <https://www.bekeltetesfejer.hu>.

The Consumer may also apply to the consumer protection authority of the district office competent for their place of residence or, in the event of a dispute, to a court. The information page of the National Trade and Consumer Protection Authority is available at <https://nkfh.gov.hu>.

12 Liability and Force Majeure

The Service Provider shall be liable for damage caused by breach of contract in accordance with the Hungarian Civil Code. Liability for an intentional breach or for a breach causing harm to human life, physical integrity or health may not be excluded or limited, and no term impairing a Consumer's statutory rights may be applied against a Consumer.

To the extent permitted by law, the Service Provider shall not be liable for the consequences of a circumstance beyond its control that was not reasonably foreseeable when the contract was concluded and could not be avoided. Liability for subcontractors and other persons used in performance is governed by the Hungarian Civil Code; use of a courier service does not in itself release the Service Provider from its obligation to perform in accordance with the contract.

13 Copyright

The content of the website is protected by copyright. Private viewing and use permitted by law are unrestricted. Prior permission from the right holder is required for reproduction, adaptation or distribution of the content for business purposes, unless otherwise provided by law.

14 Governing Law and Final Provisions

The contract is governed by Hungarian law. In the case of a Consumer, this provision shall not deprive the Consumer of mandatory protection under the law of their habitual residence that cannot be derogated from by agreement. The invalidity of any provision of these General Terms and Conditions shall not affect the validity of the remaining provisions.

Principal applicable legislation: Act V of 2013 on the Civil Code; Act CLV of 1997 on Consumer Protection; Act CVIII of 2001 on Electronic Commerce Services; Government Decree 45/2014 (II. 26.); Government Decree 373/2021 (VI. 30.); and Ministry for National Economy Decree 19/2014 (IV. 29.), each as amended and in force from time to time.

Effective date: 15 September 2026.

Annex 1 Model Withdrawal Form

Complete and return this form only if you wish to withdraw from the contract.

To: Békássy András, sole proprietor, 8261 Badacsony, 1 Pöltenberg Street; email: boraszat@bekassy.hu

I hereby give notice that I exercise my right of withdrawal in respect of the contract for the sale of the following Product:

Order number and description of the Product:

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Date of conclusion of the contract or receipt:

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Consumer's name:

Consumer's address:

Date:

Consumer's signature, only if this form is submitted on paper:

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