



GENERAL TERMS AND CONDITIONS (T&C)

<https://delusionpark.com> <https://lasery.hu> effective from 01.10.2022

Please read this document carefully before finalizing your order, because by finalizing your order, you accept the contents of these GTC.

The General Terms and Conditions of Service ("GTC") contain the general terms and conditions for the use of the LASERY webshop operated by Delusion Park Kft. 3300 Eger, Faiskola u. 15., tax number: 25434491-2-10, as a service provider ("Service Provider"). Please only use our services if you agree with all of its points and consider yourself bound by it. This document is not filed, it is concluded exclusively in electronic form (it does not qualify as a written contract), it does not refer to a code of conduct.

1. Imprint - Operator data:

Name: Delusion Park Kft.

Headquarters: 3300 Eger, Faiskola u. 15.

Registration authority:

Company registration number: 10-09-035492

Tax number: 25434491-2-10

Representative: Csaba Lázár

Phone number: 302995551

Email: csabalazar@delusionpark.com

Website: www.delusionpark.com , www.lasery.hu

Hosting provider details:

Name: Andor Olosz e.v. (ARKLOGIC)

Headquarters: 2040 Budaörs, Spring street 3. B intact.

Availability: helpdesk@arklogic.net

Tax number: 73090791-1-33

2. Basic provisions:

2.1 The Agreement shall be governed by the provisions of Hungarian law and shall be governed in particular by the following laws:

- 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
- Government Decree No. 151/2003 (IX.22.) on mandatory guarantees for durable consumer goods
- Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses



- 19/2014 (IV.29) NGM Regulation on the procedural rules for handling warranty and guarantee claims for things sold under a contract between a consumer and a business
- Act LXXVI of 1999 on Copyright
- Act CXII of 2011 on informational self-determination and 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 and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC
- 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)
- Regulation (EC) No 373/2021 of the European Parliament and of the Council on detailed rules for contracts between consumers and businesses for the sale of goods and for the supply of digital content and digital services (30.VI.) Government Decree

2.2. Modification of the Policy.

2.3. The Service Provider reserves all rights to the website, any part of it and the contents appearing on it, as well as to the distribution of the website. It is forbidden to download, electronically store, process and sell the contents appearing on the website or any part thereof without the written consent of the Service Provider.

2.4. Scope and acceptance of the GTC: The content of the contract concluded between us – in addition to the provisions of the relevant binding legislation – is determined by these General Terms and Conditions (hereinafter: GTC). Accordingly, these GTC contain the rights and obligations of you and us, the terms of the conclusion of the contract, the performance deadlines, the delivery and payment terms, the liability rules and the conditions for exercising the right of withdrawal.

The technical information necessary for the use of the Website, which is not contained in these GTC, is provided by other information available on the Website.

You are obliged to familiarize yourself with the provisions of these GTC before finalizing your order. By purchasing through our webshop, you accept the provisions of these GTC and the GTC are fully part of the contract between you and the Service Provider.

3. Range of products and services available for purchase:

On the website, information about the essential properties of the products available for purchase is given in the descriptions of each product.

3.1. Correction of data entry errors - responsibility for the reality of the data provided

During the ordering process, you have the opportunity to continuously modify the data you have entered before finalizing the order (clicking the back button in the browser will open the previous page, so that the entered data can be corrected even if you have already gone to the next page). Please note that it is your responsibility to ensure that the data you provide is entered accurately, as



the product is invoiced and delivered based on the data you provide. By placing your order, you acknowledge that the Service Provider is entitled to pass on all damages and costs arising from your incorrect data entry and inaccurate data provided to you. The Service Provider excludes its liability for performance on the basis of inaccurate data entry. Please note that an incorrectly entered e-mail address or the saturation of the storage space belonging to the mailbox may result in a lack of delivery of the confirmation and prevent the conclusion of the contract.

3.2. Procedure in case of incorrect price

Obviously incorrectly indicated price is:

- 0 HUF price,
- discounted but misrepresenting the discount (e.g.: in the case of a 1000 HUF product, a product offered for 100 HUF with a 50 % discount indicated).

In case of incorrect price indication, the Service Provider offers the possibility to purchase the product at a real price, in the possession of which the Customer can decide to order the product at a real price or cancel the order without any adverse legal consequences.

4. Registration/Purchase

No registration is required to purchase.

4.1. Registration (option, optional)

If you want to make a purchase, you will also need to provide the purchase details at the time of the first purchase, such as your name, billing and shipping details, e-mail address, and password for subsequent login. It is also necessary to accept the registration conditions before finalizing the registration. The registration will be confirmed by e-mail. The buyer is obliged to keep the password provided by him confidential. If, during the identification, after the correct entry of the customer's unique identifier and password, the customer's data came into the possession of an unauthorized third party, the Data Controller shall not be liable for the resulting damages or disadvantages. By providing their e-mail address, users consent to the operator/service provider sending them a technical message. The registered data will be deleted from the system by the operator upon request. For security reasons, the deletion request will only be valid if the deletion request is confirmed by the user by e-mail, thus avoiding someone intentionally or mistakenly deleting someone else from the registry. Registration is identified by the email address, so an email address can only be registered once.

There are no obligations to register.

4.2. Purchase

By clicking on the product categories on the website, you can select the desired product line, including individual products. By clicking on each product, you will find a photo, part number, description, price of the product. In case of purchase, you will have to pay the price indicated on the website. Products are marked with an illustrated photo. The accessories and decorative elements shown in the photographs are not part of the product, unless they are highlighted separately in the product description.

Please note that we are not responsible for any typos or erroneous data!



5. How to order

After selecting the Product, you can place any number of products in the cart by clicking on the "Add to Cart" button, without creating a purchase or payment obligation for you, as placing them in the basket does not constitute an offer.

You can add the products to the Cart without logging in, however, you must log in to the system before ordering. You can only do this if you register yourself. You can find the registration under the next menu item. If you are a registered customer but have forgotten your password, use the password login reminder. If you enter your registered email address here, your password will be emailed to you. You can log in using the Login menu item. Here, enter your registered email address and password and press the login button. If the login is successful, then in this window you will see your registered email address and the exit button, which you can use to leave the store.

When using the website, you can check the contents of the basket at any time by clicking on the "View cart" icon at the top of the website. Here you can remove the selected products from the cart or change the number of products. After pressing the "Update cart" button, the system will display (or automatically) information corresponding to the data you have changed, including the price of the products added to the cart.

If you do not wish to select additional products and add them to your shopping cart, you can continue shopping by pressing the "Order" button.

After pressing the "Order" button, the contents of the basket and the total purchase price to be paid by you in case of purchasing the products selected by you will be displayed. After this, it is necessary to fill in the user data (Name, Address, delivery method, payment method, contact details).

After filling in the above text boxes, you can continue the ordering process by clicking on the "Checkout" button, or by clicking on the "Cancel" button, you can delete / correct the data entered so far and return to the contents of the Cart. When you click on the "Checkout" button, you will be taken to the "Order Overview" page. Here you will see a summary of the data you have previously provided, such as the contents of the Cart, user, billing and shipping data and the amount you have to pay (you cannot change these data here unless you click on the "Back" button).

5.1. Finalization of the order (bidding):

If you are satisfied that the contents of the basket correspond to the products you want to order and that your data is correct, you can close your order by clicking on the "Order" button. The information provided on the website does not constitute an offer by the Service Provider to conclude a contract. In the case of orders covered by these GTC, you are considered the bidder.

By pressing the "Order" button, you expressly acknowledge that your offer shall be deemed to have been made, and your statement – in the event of confirmation by the Service Provider in accordance with these GTC – implies a payment obligation. You are bound by your offer for a period of 48 hours. If your offer is not confirmed by the Service Provider within 48 hours in accordance with these general terms and conditions, you are released from the obligation to make an offer.

5.2. Order processing, conclusion of the contract

You have the opportunity to place an order at any time. The Service Provider will confirm your offer by e-mail no later than the working day following the day after sending your offer. The contract is



concluded when the confirmation e-mail sent by the Service Provider becomes available to you in its e-mail system.

6. Method of payment of the price of the ordered product and the delivery fee

6.1. Method of payment for the ordered product

- Bank prepayment delivery: if we have already confirmed your order, you will find our bank account number and order number in the confirmation email, which must be referred to in the note / communication section of the transfer. If the transferred amount is credited to our bank account, only then will we send the product to the courier service.
- Personal performance: In this case, you pay the purchase price of the product in HUF at the operator's registered office / premises or at the customer-trusted Receiving Point, in cash.
- Payment by credit card is possible for holders of the following valid and effective bank cards: *(any bank card accepted by PayPal service provider)*
- Cash on delivery: The product will be delivered by a variable courier service commissioned by us to the address you specify, where the invoiced price of the product or products must be paid to the courier in cash. In the case of a cash on delivery order, the cash on delivery fee is added to the shipping cost.
- In case of payment by cash on delivery, the ordered product must be paid to the delivery person in cash upon receipt of the package.

The total amount to be paid includes all costs based on the order summary and confirmation letter. The invoice and letter of guarantee are included in the package. Please inspect the package before the delivery person upon delivery, and in case of any damage or shortage on the products, ask for a report and do not pick up the package. We are not able to accept subsequent complaints without a protocol.

6.2. Modes and tariffs of transport

Delivery: DHL courier service

- Regardless of order value: 1200 HUF
- In the case of a cash on delivery order, the cash on delivery fee is added to the value of the order.

Delivery time:

All our products are made on the basis of an individual order, so for products it is min. 4-14 working days from the order confirmation.

7. Right of withdrawal

CONSUMER INFORMATION ON THE BASIS OF GOVERNMENT DECREE 45/2014 (II.26.)

7.1. Information on the consumer's right of withdrawal for the customer



According to Section 8:1 (1) (3) of the Civil Code, only natural persons acting outside the scope of their profession, self-employment or business activity are considered to be consumers, so legal persons cannot exercise the right of withdrawal without justification!

The consumer shall be subject to the provisions of Regulation No 45/2014 (II.26.) According to Article 20 of the Government Decree, he has the right to withdraw without giving reasons. The consumer has the right of withdrawal

- a) in the case of a contract for the sale of goods
- b) the product,
- c) in the case of the sale of several products, if each product is supplied at a different time, to the last product supplied,

within a period of time limit 14 days from the date of receipt by the consumer or by a third party other than the carrier indicated by the consumer.

The provisions of this section shall not affect the consumer's right to exercise his right of withdrawal provided for in this point during the period between the date of conclusion of the contract and the date of receipt of the product.

If an offer has been made by the consumer to conclude a contract, the consumer shall have the right to withdraw the offer before the conclusion of the contract, which shall remove the obligation to make an offer covering the conclusion of the contract.

7.2. Declaration of withdrawal, exercise of the consumer's right of withdrawal or cancellation

The consumer shall be entitled to comply with Regulation (EC) No 45/2014 (II.26.) You can exercise your right under Article 20 of the Government Decree by means of a clear statement to that effect or by using a model statement that can also be downloaded from the website.

Please return the withdrawal form and the product to the following address:

Delusion Park Ltd.

H-3300 Eger, Egri csillag u. 59.

7.3. Validity of the consumer's withdrawal form

The right of withdrawal shall be deemed to have been enforced within the time limit if the consumer sends his statement within the deadline. The deadline is 14 days.

The burden of proof that the right of withdrawal has been exercised in accordance with this provision shall lie with the consumer.

The Service Provider is obliged to confirm the consumer's withdrawal statement on an electronic data carrier immediately after its receipt, if it also provides the consumer with the right of withdrawal on its website.

7.4. Detailed rules of the right of withdrawal – Service Provider's reimbursement cost and method, additional costs, right of retention, costs related to return, consumer liability for depreciation

If you withdraw from this contract, we will refund all consideration paid by you, including the cost of transport (except for additional costs incurred as a result of your choice of mode of transport other



than the cheapest standard mode of transport offered by us), without delay and in any event within 14 days of receipt of your withdrawal form. We will use the same payment method as the one used in the original transaction for the refund, unless you expressly consent to the use of another payment method; you will not incur any additional costs as a result of using this refund method. The refund may be withheld until we have received the goods back or you have provided proof that you have returned them: the earlier of the two dates will be taken into account.

You are obliged to return or hand over the goods to us without undue delay, but no later than 14 days from the notification of your withdrawal statement. The deadline is deemed to have been met if you send the goods before the expiry of the 14-day period. We bear the cost of returning the goods. You can only be held liable for any depreciation of the goods if it is due to use in excess of the use necessary to determine the nature, characteristics and functioning of the goods.

You can exercise your right of withdrawal by returning a model Withdrawal/Termination Statement. (fill in and return only if you intend to withdraw/terminate the contract)

To: **Delusion Park Kft.** email: hello@delusionpark.com

I, the undersigned, declare that I exercise my right of withdrawal/cancellation in respect of a contract for the sale of the following goods(s) or for the provision of the following services:

Date of conclusion of the contract/date of receipt:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (in the case of a paper declaration only):

Beget

7.5. The right of withdrawal cannot be exercised in the following cases

The Service Provider expressly draws your attention to the fact that you may not exercise your right of withdrawal in accordance with Article 29 of Government Decree No. 45/2014 (II.26.). in the cases provided for in paragraph 1:

- a) in the case of a contract for the provision of services, after the performance of the service as a whole, if the business has commenced performance with the consumer's express prior consent and the consumer has acknowledged that he will lose his right of termination after the performance of the service as a whole;
- b) in respect of a product or service, the price or charge of which cannot be influenced by the financial market, subject to fluctuations which may be allowed during the period laid down for the exercise of the right of withdrawal;
- c) **in the case of a non-prefabricated product which has been manufactured on the instructions or at the express request of the consumer, or in the case of a product which is clearly tailored to the consumer;**
- d) in respect of a product which is perishable or which retains its quality for a short period of time;



- e) in respect of a sealed product which, for reasons of health or hygiene, cannot be returned after it has been opened after delivery;
- f) in respect of a product which, by its nature, is inseparably mixed with another product after delivery;
- g) in respect of alcoholic beverages the actual value of which depends on market fluctuations beyond the control of the undertaking and the price of which was agreed between the parties at the time of conclusion of the contract of sale, but the contract is not performed until after the thirtieth day after its conclusion;
- h) in the case of a business contract where the business visits the consumer at the express request of the consumer to carry out urgent repair or maintenance work;
- i) in respect of the sale and purchase of audio or video recordings and copies of 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) in the case of contracts concluded at public auction;
- l) in the case of contracts for the provision of accommodation, transport, car rental, catering or contracts for services related to leisure activities, other than residential services, where a date or period for performance specified in the contract has been fixed;
- m) with regard to digital data content not supplied on a tangible medium, where the business has commenced the performance with the consumer's express prior consent and has declared at the same time as the consumer acknowledges that he will lose his right of withdrawal after the start of the performance.

8. Warranty, warranty, warranty for defects

8.1. In what cases can the User exercise his or her right to warranty for defects?

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

8.2. What rights does the User have based on his or her warranty claim?

At his or her option, the User may make the following warranty claims: he or she may request repair or replacement, unless it is impossible to meet the claim chosen by the User or it would entail a disproportionate additional cost for the company compared to the fulfillment of another claim. If the repair or replacement has not been requested or could not be requested, the User may request a proportionate reduction of the consideration or the defect may be repaired or repaired by someone else at the expense of the company or, as a last resort, may withdraw from the contract. You can also switch from your chosen warranty right to another, however, the cost of the transition will be borne by the User, unless it was justified or the company gave a reason for it.

8.3. What is the deadline for enforcing the User's warranty claim?

The User (if he qualifies as a consumer) is obliged to report the defect immediately after its discovery, but not later than within two months from the discovery of the defect. At the same time, we would like to draw your attention to the fact that you can no longer enforce your warranty rights beyond the limitation period of two years from the performance of the contract (1 year in the case of a company).



8.4. Against whom can you enforce your warranty claim?

The User may enforce his warranty claim against the Service Provider.

8.5. What other conditions are there for enforcing your warranty rights (if the User qualifies as a consumer)?

Within six months of performance, there are no other conditions for enforcing the warranty claim other than the notification of the defect, if the User certifies that the product or service was provided by the company operating the webshop. However, after six months from the date of performance, the User is obliged to prove that the defect recognized by the User already existed at the time of performance.

Product warranty

8.6. In what cases can the User exercise his or her product warranty right?

In the event of a defect in a movable item (product), the User may, at his option, enforce a warranty or product warranty claim.

8.7. What rights does the User have based on his product warranty claim?

As a product warranty claim, the User may only request the repair or replacement of the defective product.

8.8. In what cases is the product considered defective?

A product is defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer.

8.9. What is the deadline for the User to enforce his product warranty claim?

The User may enforce his product warranty claim within two years (1 year in the case of a business) from the date of placing the product on the market by the manufacturer. Upon expiry of this period, he shall lose this entitlement.

8.10. Against whom and under what other conditions can you assert your product warranty claim?

You can only exercise your product warranty claim against the manufacturer or distributor of the movable item. The defect of the product must be proven by the User in the event of a product warranty claim.

8.11. In what cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) is only released from its product warranty obligation if it can prove that:

- the product was not manufactured or marketed in the course of his business, or
- the defect was not recognisable at the time of placing on the market according to the state of the art, or
- the defect of the product results from the application of a law or a mandatory official regulation.



The manufacturer (distributor) only needs to prove one reason for the exemption. I would like to draw your attention to the fact that due to the same defect, you cannot enforce a warranty claim and a product warranty claim at the same time, in parallel. However, if your product warranty claim is effectively enforced, you can enforce your warranty claim against the manufacturer for the replaced product or repaired part.

The product warranty and the mandatory warranty are only available to customers who qualify as consumers.

9. Miscellaneous

In matters not regulated by these general terms and conditions, the provisions of the Civil Code (Act V of 2013) and in the case of consumer contracts, the provisions of Government Decree 45/2014 on distance contracts shall apply.

9.1 Sales abroad

The Service Provider does not distinguish between the use of the Website Hungary and outside its territory and customers inside and outside the territory of the European Union . Unless otherwise specified in these GTC, the Service Provider ensures the delivery/receipt of the ordered Goods in its Hungary territory.

The provisions of these GTC shall also apply to purchases made outside Hungary, provided that, according to the provisions of the relevant regulation, a consumer within the meaning of this clause is a consumer who is a national of a Member State or has his domicile in a Member State, or a business that is established in a Member State and purchases goods or services within the European Union exclusively for the purpose of end-use, or acts with such intent. A consumer is a natural person who is acting for purposes which are outside the scope of his trade, business, craft or profession.

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

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

Unless otherwise specified, the Service Provider shall apply Hungarian VAT to all Goods, provided that in the case of a taxable person within the EU, the Service Provider sells the ordered product without VAT by providing the EU VAT number (VAT).

The Customer may exercise his or her rights enforcement options in accordance with these GTC.

If an electronic payment solution is used, the payment is made in the currency specified by the Service Provider,

The Service Provider may withhold the delivery of the Goods until it is satisfied that the price of the Goods and the delivery fee have been successfully and fully paid using the electronic payment solution (including in the case of goods paid by bank transfer, the Customer transfers the purchase price (delivery fee) and the conversion in the currency of his Member State, as well as bank



commissions, due to costs, the Service Provider does not receive the amount of the purchase price in full). If the price of the Goods has not been paid in full, the Service Provider may call on the Customer to supplement the purchase price.

In order to hand over the Goods, the Service Provider also provides non-Hungarian Customers with delivery options for Hungarian Customers.

If the Customer may request the delivery of the Goods to the territory of Hungary or to the territory of any other Member State of the European Union in accordance with the GTC, the non-Hungarian customer may also request this in any of the delivery methods indicated in the GTC.

If the Customer can choose to pick up the Goods in person at the Service Provider according to the GTC, the non-Hungarian Customer may also use this.

Otherwise, the Customer may request that he be able to arrange the delivery of the Goods abroad at his own expense. The Hungarian Customer does not have this right.

The Service Provider fulfills the order after paying the delivery fee, if the Customer does not pay the delivery fee to the Service Provider or does not solve the own delivery by the pre-agreed time, the Service Provider terminates the contract and refunds the pre-paid purchase price to the Customer.

10. Order of complaint handling (in the case of users who qualify as consumers)

10.1. Handling of complaints

More information about the Conciliation Bodies is available here: <http://www.bekeltetes.hu>

More information about the regionally competent Conciliation Bodies is available here:

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

Online dispute resolution platform

The European Commission has set up a website where consumers can register, giving them the opportunity to resolve disputes related to online purchases by filling out an application through it, avoiding legal proceedings. In this way, consumers can assert their rights without, for example, distance preventing them from doing so.

If you wish to make a complaint about a Good or Service purchased online and do not necessarily want to go to court, you can use the Online Dispute Resolution tool.

On the portal, you and the trader you have complained to can jointly select the dispute resolution body you want to deal with your complaint.

The ODR platform is available here:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

11. Copyright



11.1. Act LXXVI of 1999 on Copyright (hereinafter: Szjt.) Pursuant to Section 1(1), the website is considered to be a work of authorship, so all parts of it are protected by copyright. Any material taken from the website and its database may only be taken with the written consent of the copyright holder by reference to the website and by indicating the source. The copyright holder: Delusion Park Kft.

12. Privacy

The privacy policy of the website is available on the following page:

<https://delusionpark.com/adatkezeles/>

Eger, 01.10.2022