

Terms and Conditions

Preliminary Provisions

These Terms and Conditions govern the purchases of goods and services made via e-shop located on the website www.galco.hu, which is operated by Galco Rope Manufacturee and Distributor Ltd. (Registered office: 2700 Cegléd, Szarka u. 2., company registration number: 13-09-079136, tax number: 12364996-2-13, phone number: +36 53 310 772, e-mail: info@galco.hu, fax: +36 53 310 772

Call center:

Monday: 07:00 – 15.30

Tuesday: 07:00 – 15.30

Wednesday: 07:00 – 15.30

Thursday: 07:00 – 15.30

Friday: 07:00 – 15.30

Saturday: CLOSED

Sunday: CLOSED

The seller offers in online e-shop the following range of goods: ropes, cords, shoelases, webbings, jewelry cords, haberdashery, twines.

These Business Terms and Conditions define and specify in more detail the following:

The rights and obligations of both the Seller (as defined below) and the Buyer (as defined below).

All contractual relationships are entered into in accordance with the legal code of the Czech Republic. If the contracting party is an individual consumer, those relationships not covered by these Business Terms and Conditions are governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code), and Act No. 634/1992 Coll., the Consumer Protection Act, as amended. If, however, the contracting party is not a private consumer, those relationships not covered by these Business Terms and Conditions that apply to a business entity are governed by the Civil Code. By accepting these Business Terms and Conditions, the individual or entity expresses their consent with using means of remote communication.

Definition of Basic Terms

- **Seller** Galco Rope Manufacturee and Distributor Ltd. (Registered office: 2700 Cegléd, Szarka u. 2
- **Buyer** webshop customer who purchases the Seller’s Goods and/or Services.
- **E-shop** The webshop operated by the Seller on the website www.galco.hu

- **Purchase Agreement** For the purposes of these Business Terms and Conditions, the Purchase Agreement is understood to be either an agreement for the purchase of goods or an agreement for the provision of services.
- **Order** An order place by the Buyer via the Seller’s website.
- **Consumer** A consumer is any individual enters into an agreement or otherwise deals with the business entity outside of the framework of business activities or the performance of their trade.

Purchase Agreement

Purchase Agreement originating at the time the Buyer places an Order: The Seller advertises Goods on the E-shop website. A Purchase Agreement originates at the time the Buyer submits an Order and this Order is accepted by the Seller. The Seller shall confirm the acceptance of the Order by means of a confirmation sent to the Buyer’s e-mail address as specified in the Order.

Prior to the submission of the Order to the Seller, the Buyer has the opportunity to check and modify the information that they have entered on the Order, including the ability of the Buyer to identify and correct any errors made at the time that the data was entered. The Buyer submits the order to the Seller by clicking on the ‘Place an order’ icon.

The Buyer agrees that remote communication shall be used at the time the Purchase Agreement is made. The costs incurred by the Buyer for using any means of remote communication associated with entering into the Purchase Agreement (namely the cost of an internet connection and the cost of phone calls) shall be borne by the Buyer.

Binding Nature of the Business Terms and Conditions. The Buyer is bound by these Business Terms and Conditions immediately starting at the moment the completed Order is submitted. At the time the Purchase Agreement is made, the Buyer is always (re)acquainted with the valid version of the Business Terms and Conditions, and the Buyer must express their consent with the Business Terms and Conditions prior to submitting their Order. By confirming and submitting the Order, the Buyer declares that they are familiar with the valid Business Terms and Conditions.

Seller has the right to amend the placed order or a part of it, in case that ordered goods is not in stock in the time of placing an order.

The seller must inform the buyer about the status of received order, stating the sold out or modified items in the order. If the order is not accepted in full accordance with the requirement of the buyer, the buyer can withdraw from the contract. Offer of goods in online store is not considered a proposal of purchase contract (§ 1732 of the Civil Code). The offered goods is while supplies last without restriction.

Buyer agrees to conclude a purchase contract via distance communication/remotely. The seller does not charge the buyer the cost for using the distance communication. The cost of using buyer distance communication carries the buyer, at the price he/she negotiated with its operator communication services.

By concluding the purchase contract the buyer confirms that he is familiar with these terms and conditions and agrees with them.

Purchase Price

The current price of the Goods and Services, inclusive of VAT, is always specified on the Seller's website. The price of the Goods specified on the Seller's website on the day the Order is placed is always used to determine the final price of the Goods for the final Buyer. In accordance with Section 2132 of the Civil Code, the Buyer acquires the ownership rights to the delivered goods only after the purchase price for the Goods has been paid in full.

VAT will be not charged to those buyers who are subjects with a valid EU VAT number registration with invoicing and delivery address within EU countries, apart from the Czech Republic and to subjects residing outside EU. The condition for not charging VAT is a positive authorization of registration on website VIES.

Rates are inclusive of all fees related to the sold goods and packaging, which also include VAT. The price does not include the cost of delivery. The prices are purchased in HUF which included the 27% VAT.

Rules for buying discounted goods:

- Discount promotion Buy Right Now is time-limited and valid only while supplies last.
- Goods on sale are while supplies, not time limited.
- Discounts can not be combined with other special offers, promotions or discounts.
- We can not take back discounted product.
- We can not take back custom products. (Every product is custom which is different from our basic products in packaging, length, colour combinations, material, diameter or hardness.)

The cost of the delivery depends on a country of delivery, on a weight and size of package. The goods are delivered by the seller to the buyer through the chosen shipping service. To the total weight is attributed contractual package weight. The actual shipping cost will be displayed during the process of finalizing the order or before the payment is done. If the shipment exceeds

the limit conditions for the transport, it will be divided into more parcels. The cost of each parcel is added together.

Overview of the shipping cost is located on the website of the seller

Payment Methods

Payment Methods

The payment method options are as follows:

- the amount specified on the proforma invoice is paid via bank transfer
- the amount specified on the proforma invoice is paid via Barion
- cash on delivery paid to the carrier at the time of delivery (where applicable)
- in cash at the premises of the seller

The buyer will receive an invoice with the order.

The seller does not enter into repeating contracts with buyers or into contracts with indefinite duration.

Delivery Terms

Delivery Timeframe - delivery time varies according to the country of delivery and for more detailed information contact directly individual carriers.

Returned items are re-sent only on request of the customer, additional postage charges will apply.

Delivery cord over net 30 000 HUF the delivery in Hungary is FREE, under net 30 000 HUF the delivery in Hungary is net 2 000 HUF.

Withdrawal from the Purchase Agreement

Order Cancellation

Order Cancellation The Buyer and the final Buyer have the right to cancel the Order at any time prior to the shipment of the goods without any penalties applied on the part of the Seller.

Consumer's Withdrawal from a Purchase Agreement Entered into via Remote Communication

In accordance with Section 1829 (1) of the Civil Code, a Consumer may withdraw without cause from the Purchase Agreement within fourteen (14) days of the date the Goods are taken over and there will be no penalties applied. In such situations the Consumer shall contact the Seller in writing at the Seller's place of business or via an e-mail sent to webshop@galco.hu, wherein the consumer specifies that they are withdrawing from the a Purchase Agreement, the Order number, the date of purchase, and the bank account number to which the refund is to be sent.

The provisions of Section 1829 (2) of the Civil Code may not however be considered as the possibility of a free loan of the Goods. If the Consumer exercises their right to withdraw from the Purchase Agreement within fourteen (14) days of the date the Goods are taken over, the Consumer must return to the supplier everything that they obtained on the basis of the Purchase Agreement. The Consumer undertakes to send the Goods to the Seller's address. The Goods that the Consumer sends back to the Seller's address on the basis of their withdrawal from the Purchase Agreement must not show any sign of use, they must be undamaged and complete, and the original purchase document must be included.

In the event that the Consumer withdraws from the Purchase Agreement according to the preceding paragraphs, the Seller shall refund the money accepted from the Consumer within fourteen (14) days of the date on which the Consumer withdraws from the Purchase Agreement. The money will be refunded using the same method in which the Seller received them from the Consumer, unless the Consumer specifies otherwise. If the Consumer withdraws from the Purchase Agreement, in accordance with Section 1832 (4) of the Civil Code, the Seller is not obliged to refund the received money to the Consumer prior to the time that the Consumer returns the Goods to the Seller or provably demonstrates that the Goods were sent to the Seller.

In the event that the notice of withdrawal from the Purchase Agreement is not sent to the Seller within fourteen (14) days after taking over the Goods in accordance with Section 1818 of the Civil Code, the withdrawal from the Purchase Agreement is invalid.

If the Goods are returned to the Seller in a damaged or incomplete condition or with their value reduced in any other way, even as a result of standard use, the Seller has the right to request the Consumer for compensation for the decreased value of the returned Goods in accordance with

Section 1833 of the Civil Code. This in no way affects the Consumer's right to withdraw from the Purchase Agreement without any penalties. Damage to the original packaging, resulting from the unwrapping of the Goods may not be considered to be a reduction in the value of the Goods.

Non-acceptance of goods by the buyer is considered a withdrawal from the contract.

The consumer does not have right to withdraw from the contract or request delivery of new things if he/she can not return the goods in the state in which they were received. This does not apply if there has been a change in the condition of goods as a result of inspections that was made to detect defects, if a consumer used the goods before finding defects, if the consumer sold the goods before finding defects or changed it during normal use.

If the consumer fails to inform buyer about defect things on time, he/she will loose the right to withdraw from the contract.

Order can be canceled in any stage of preparation until dispatched. Cancellation of the order buyer makes via e-mail or phone. At this time, the buyer shall contact our customer service, which will inform buyer of subsequent procedure.

In case of withdrawal from the purchase agreement the buyer is entitled only to reimbursement of funds for transportation in the lowest amount (if they have chosen more expensive mode of transport).

In case of withdrawal from the purchase agreement the seller is not obliged to return the funds received by buyer prior receiveing the returned goods.

The moment when a complaint is considered filled is the moment when the seller first finds out about the complaint.

Warranty

The Seller provides a twenty-four (24) month warranty for the Goods sold via the webshop whereby the warranty period starts at the time the Goods are taken over by the Buyer.

Complaint Procedure

The complaint procedure rules are drawn up in accordance with the applicable provisions of Act No. 89/2012 Coll., Civil Code.

The seller is responsible for ensuring that the sold goods has not defects. Seller is responsible for the fact that at a time of delivery the ordered goods:

- have the characteristics agreed between the buyer and the Seller, and if there is no such agreement, the goods have the characteristics described by the Seller or manufacturer in the instructions for use
- are suitable for the purpose stated for their use by the Seller,
- are an item in the corresponding quantity, size or weight

- comply with the requirements of legal regulations.

If the defect appears within six months after the takeover of goods, it is assumed that the goods were defective at the time of the takeover.

For consumer goods, the buyer/consumer is entitled to exercise the right of warranty within twenty-four months from its receipt. This does not apply if:

- the item has the defect at the time of the takeover and a discount on the purchase price was agreed due to such defect
- the goods were used and the defect corresponds to the extent of use or wear and tear shown by the goods at the time of the takeover by the buyer
- the defect of the item resulted from wear and tear caused by usual use or if the defect results from the nature of the item that was present at the time of takeover by the buyer
- the defect resulted from an external event beyond the Seller's control

The warranty period shall commence from the date of delivery of goods to the buyer

The Seller does not hold liability for defects if the item has the defect at the time of the takeover and a discount on the purchase price was agreed due to such defect or the defect was caused by the buyer and resulted from inappropriate use, storage, inappropriate maintenance, interference by the buyer or mechanical damage.

A moment of filing complaint is considered to be the moment when the seller is notified about the complaint.

The Seller shall notify the Buyer that the complaint has been processed by sending an e-mail to the address specified in the submitted Order or provided by the Buyer at the time the complaint is lodged.

The timeframe for processing the complaint shall be interrupted in the event that the Seller does not receive all of the supporting materials required for processing the complaint (namely any part of the Goods, other documentation). The Seller is obliged to request the Seller to provide additional materials within the shortest possible timeframe after the Buyer lodges the complaint. The processing timeframe is interrupted starting at the time this request is made until such time that the Buyer delivers the requested materials.

Unless the Seller and the Buyer agree otherwise, the complaint, including any defects, will be processed without any undue delay within no more than thirty (30) calendar days of the date the complaint is lodged.

In the event that, at the time the item is taken over by the Buyer, the item does not conform with what is specified in the Purchase Agreement, the Buyer has the right to request the Seller to bring the item into a state that conforms with the Purchase Agreement free of charge and without undue delay, according to the Buyer's requirements, either by replacing the item or repairing the item. If

this is not possible, the Buyer has the right to request a reasonable discount from the price of the item or to withdraw from the Purchase Agreement. This does not apply if the Buyer knew of the defect prior to taking over the item or if the Buyer caused the defect.

Concluding Provisions

It is recommended that the buyer checks the condition of the consignment upon arrival, according to the accompanying invoice. The buyer is entitled to refuse to accept a shipment that is not in conformity with the purchase contract (eg damaged, incomplete). If the buyer accepts such a consignment, it is essential that the status of the shipment and the extent of its damage is described in the carrier's handover protocol. The Buyer acknowledges that he is required to notify the seller of the condition of an incomplete or damaged consignment at e-mail address: webshop@galco.hu, write the damage report and send it via e-mail without undue delay.

All contractual relationships entered into by the Seller as the first party and the Buyer as the second party are governed by the legal code of the Hungarian, these Business Terms and Conditions, and any other relevant regulations of the Seller with which the applicable person has expressed their consent. Should any of the provisions of these Business Terms and Conditions become invalid or unenforceable, this shall have no effect on the validity and enforceability of the remaining provisions contained in these Business Terms and Conditions.

These trading conditions enter into force on July 26, 2022.