

Opći uvjeti poslovanja

GENERAL TERMS AND CONDITIONS - Scope of application

ARTICLE 1.

1.1 The following terms and conditions ("General Terms and Conditions") apply without limitation or qualification to the Muzix Group Ltd. registered under number **01-09-193954**, EU VAT number **HU25000760**, a partnership with exclusive rights, having its registered office at Forgách street 21, Budapest, 1139 (hereinafter referred to as "MUZIX AUDIO"), to any business or consumer ("the Buyer") who wishes to purchase products ("Products") offered for sale on the website operated by MUZIX AUDIO ("the Website") from the webshop operated on the website <https://www.muzix.eu>.

Website hosting provider details:

UNAS Online Ltd. (registered office: 9400 Sopron, Kőszegi út 14. registered under number 08-09-015594, e-mail address: unas@unas.hu).

Electronic contact details of the hosting provider: unas@unas.hu Website of the hosting provider: <https://unas.hu/>

The General Terms and Conditions specify the ordering conditions, the payment conditions, the delivery conditions and the handling of possible returns of Products ordered by the Customer. Ordering from MUZIX AUDIO implies full acceptance of and compliance with these General Terms and Conditions and the obligation to pay for the Products ordered, which thus constitute a contract ("Contract").

1.2 The effective date of these Terms and Conditions is the date of publication of these Terms and Conditions on the Website, i.e. 12 July 2023. The provisions of these Terms and Conditions shall apply to all Buyers from the effective date and the Buyer acknowledges by entering into the relevant Contract that he is aware of the provisions of the Terms and Conditions in force at the time, has read these Terms and Conditions, understands, acknowledges and expressly accepts the provisions of these Terms and Conditions. By entering into the relevant Contract, the Buyer acknowledges that the current GTC constitutes an integral part of the Contract(s) and an inseparable annex thereto. MUZIX AUDIO may unilaterally modify the provisions of these GTC at any time, but MUZIX AUDIO shall ensure that the current and all previous GTC are permanently available on the Website. All Contracts shall be governed by the provisions of the GTC in force on the date of conclusion of the Contract.

The following General Terms and Conditions apply to the exclusion of all other terms and conditions, in particular those relating to sales in shops or through any other supply and distribution chains.

The General Terms and Conditions are available on the Website at any time and, if necessary, take precedence over any other version or any other conflicting document.

As the General Terms and Conditions are subject to change in the future, the version in force at the time the Customer places the order shall apply to the purchase.

GENERAL TERMS AND CONDITIONS - Acceptance of the terms and conditions of sale

ARTICLE 2.

2.1 By validating his order and clicking on the desired payment method, the Customer declares that he has read and accepted these General Terms and Conditions.

This acceptance constitutes full acceptance of and compliance with these General Terms and Conditions and the obligation to pay for the Products ordered, which the Buyer expressly acknowledges and thus waives any claim based on any contradictory document that would not be enforceable against MUZIX AUDIO.

MUZIX AUDIO acknowledges that it has the ability to access and obtain the Products offered on the Website.

The provisions of these Terms and Conditions shall apply to all distance contracts for the sale of goods entered into between MUZIX AUDIO as seller and the Buyer (hereinafter collectively referred to as "Parties"). Under the Contracts, MUZIX AUDIO transfers ownership of one or more movable items, primarily electronic products (hereinafter "Product(s)"), owned by it to the Buyer for consideration.

MUZIX AUDIO declares that, as the legal distributor of the Products, it is entitled to sell the Products to the Buyer under a sales contract. MUZIX AUDIO declares that the Products delivered to the Buyer are not the property of third parties, and that the Products are movable property free of any claims, encumbrances or encumbrances.

The properties of the Products on the Website are for information purposes only, the specific properties of the Products are set out in the instructions for use and handling supplied with the Products by the manufacturer. MUZIX AUDIO undertakes to provide details of the name, description, and essential characteristics of the Products sold and to display a photograph of the Products or their packaging in the webshop operated on the Website (hereinafter referred to as the "Webshop"). The provisions of these GTC shall also apply to any modification of the Contracts (hereinafter referred to as "Modification"). MUZIX AUDIO shall be entitled to conclude a Contract for Products that are not the property of Muzix Group Ltd. at the moment of conclusion of the Contract (Products to be manufactured individually or in stock with a supplier).

2.2 The language of the contract is English. The Parties shall communicate with each other primarily in writing. For the purposes of these GTC, written communication shall be deemed to be a statement in writing in the form of a letter sent by post and a statement sent by e-mail. MUZIX AUDIO shall consider only e-mails sent to the e-mail addresses eu.info@muzixgroup.com or management@muzixgroup.com as e-mail communication. The Parties agree that, with the exception of the provisions of these GTC, they shall be entitled to make their declarations exclusively in writing and by other electronic means provided through the Website. If the Buyer makes any changes to the details contained in the Contract between the conclusion of the Contract and the receipt of the Product, the Buyer must immediately notify MUZIX AUDIO by e-mail. The Buyer accepts and acknowledges that MUZIX AUDIO shall not be liable for any damage resulting from the incorrect communication of data or from failure or delay in the notification of a change of data.

2.3 The Contract may be entered into by a legal entity or by a natural person who is at least 16 years of age.

GENERAL TERMS AND CONDITIONS - Order and its process

ARTICLE 3.

3.1 The Parties conclude the Contract through the Webshop. The Contracts shall be registered and shall be deemed to be a written contract. The conclusion of a Contract is possible with or without registration, however MUZIX AUDIO reserves the right to offer certain promotional discounts only to registered Customers. (Account registration) In the case of a contract concluded by registration, the Customer may change, modify or delete the data provided during registration at any time in the 'My Account' section of the Website. The Customer adds the Products he wishes to purchase to his shopping cart by clicking on them in the Webshop interface.

Certain Products: The Customer can check the contents of the shopping cart or modify it by clicking on the shopping cart icon. The personal data provided by the Customer during the ordering process (e.g. billing address, delivery address, telephone number, etc.) can be checked and changed at any time during the purchase. After providing the billing and delivery details, the Customer may choose to receive the product by one of the following methods: (Valid and optional carriers can be selected during the purchase process, but MUZIX AUDIO reserves the right to use a different carrier if and when it does not involve additional costs for the Buyer).

The Buyer then selects the payment method. The Buyer can check and finalize the details of his order under 'Order overview'. The Buyer is obliged to provide all his details correctly. The Contract between MUZIX AUDIO and the Buyer is concluded by clicking on the 'Submit Order' button (hereinafter referred to as 'Order') after the payment method, the delivery method, and the data have been entered/verified (corrected if necessary). Upon full compliance with the previous sentence, the Contract between the Customer and MUZIX AUDIO is validly concluded.

MUZIX AUDIO will confirm the Order sent by e-mail to the e-mail address provided during the Ordering process without delay, but within 48 hours at the latest. The Customer acknowledges that, on the basis of the validly concluded Contract, the Parties are bound by the rights and obligations set forth in these GTC, in accordance with the applicable Hungarian and European uniform laws, in particular, the Customer is obliged to pay.

The Customer can only click on the 'Submit Order' button if he has expressly accepted these GTC. The Buyer acknowledges that it is not possible to subsequently deviate from the chosen payment and delivery method. The Buyer may only specify a delivery address outside Hungary in the Order.

In the event and only in the event that the Buyer enters the details of a legal entity registered in the European Union and holding a valid EU tax number in the Order, the legal entity shall be deemed to be the Buyer. In this case, the price will be calculated in net EUR and the invoice will be issued in the name of the legal entity. MUZIX AUDIO has the right to cancel a registration that is obviously false or incorrect and, in case of doubt, the right to verify the authenticity of the data.

MUZIX AUDIO shall not be liable for any additional costs or damages incurred by the Buyer as a result of incorrect data provided by the Buyer. The Buyer shall be liable for any additional costs or damages incurred by MUZIX AUDIO as a result of incorrect information provided by the Buyer. MUZIX AUDIO shall not be liable for any damage suffered by the Buyer as a result of the Buyer forgetting his password or making it known to a third party. The cancellation of the registration by the Buyer does not affect the Orders already sent or the concluded sales transaction(s). Registered Customers can view their previously placed Orders after logging in to the Website by going to 'My Account / My Orders' or by clicking on the 'Order Information' tab at the bottom of the Website without logging in.

Create a customer account online:

To create an account, the Customer must provide the necessary personal information about themselves. This can be either an individual or a legal entity.

The Customer must create a password to protect his/her personal account. This password is strictly personal and therefore the Customer is solely responsible for keeping it confidential. MUZIX AUDIO disclaims any liability for the theft or loss of the password.

The Customer agrees to contact MUZIX AUDIO immediately if he/she notices any activity that indicates that his/her account is being used without authorization.

MUZIX AUDIO reserves the right, at its sole discretion, to suspend the Customer's access to his/her account temporarily or permanently, without notice or compensation to the Customer, in the event of a breach of the provisions of these Terms and Conditions by the Customer.

The Customer acknowledges that, by creating a Customer Account, it automatically participates in MUZIX AUDIO's **LOYALTY PROGRAM**, the current terms of which are published on the Website and under which the Customer is entitled to a rebate, subject to purchase, for each completed purchase.

Pre-contractual information - Products for sale

The Buyer acknowledges that, prior to placing the order and concluding the contract, he has been informed in a legible and comprehensible manner of these General Terms and Conditions and of all information directly and necessarily related to the content of the contract.

The main features of the products, namely product descriptions, illustrations, and information on the size or capacity of the products are available on the website.

Before placing any order, the Buyer must consult the details of each product in order to know its characteristics, essential features, and delivery times.

All photographs of the Products on the Website are not contractual and are for illustrative purposes only.

The Products are sold subject to the availability of stocks.

Placing an order

The Customer is responsible for selecting the Products to be ordered on the Website.

Please note that the minimum purchase amount is (5) Euros excluding tax.

The Customer has the possibility to check the details of his order, its total price and to correct any errors before validating the order. He is obliged to check the accuracy of the order and to immediately report or correct any errors.

Orders may be modified by the customer if they do not have the status of " Under Preparation ". Once this status is reached, the order is in preparation and can no longer be modified.

In the event that the ordered product is not available, and delivery can no longer be made, the Customer will be notified and may cancel the order. You can choose between a full refund (within 30 days of payment) or a product replacement.

The order will be placed on the Website when the Customer accepts these Terms and Conditions by clicking on the desired payment method and validating the Order. This validation constitutes full acceptance of these General Terms and Conditions.

Acceptance of the order - Conclusion of the contract

The sale will only become final when MUZIX AUDIO sends the Buyer an e-mail confirmation of acceptance of the order.

Any order placed by the Buyer on the Website and confirmed by MUZIX AUDIO in accordance with the terms and procedure described above shall constitute a contract between the Buyer and MUZIX AUDIO by remote contract.

Unless otherwise proven, all data stored in MUZIX AUDIO's computer system shall be considered as evidence for all transactions with the Customer.

MUZIX AUDIO reserves the right to cancel or refuse any order from a Customer with whom there is a dispute regarding the payment of a previous order.

GENERAL TERMS AND CONDITIONS - Prices

ARTICLE 4.

The Products are sold on the Website at the current price set by MUZIX AUDIO at the time of ordering. The prices are indicated in Euros, including VAT (Gross EUR price) and excluding VAT (Net EUR price). Any change in VAT rates will automatically apply to the prices of the Products. If one or more taxes or surcharges, in particular environmental taxes, are introduced or modified which would increase or decrease the prices, the changes will be applied to the prices of the Products.

The system will set the presumed country and indicate the VAT rate by detecting the IP address of the customer's browser, but the final amount will be finalized on the country of the delivery address provided by the customer, which may be different from the one shown in the order if the customer's IP address is not or not correctly identified.

The prices consider any discounts provided by MUZIX AUDIO on the website.

These prices are firm and cannot be modified during the period of validity indicated on the Website, however MUZIX AUDIO reserves the right to modify the prices at any time notwithstanding this period. The prices indicated on the Website do not consider any processing, delivery, and delivery charges, which will be invoiced separately and reflected in the total amount of the order, according to the terms indicated on the Website and calculated before the order is placed.

If the Buyer has a specific request for the packaging or delivery conditions of the products ordered, duly accepted in writing by MUZIX AUDIO, all related costs will be invoiced separately and additionally, based on a quotation previously accepted by the Buyer.

MUZIX AUDIO reserves the right to quote for shipping costs for any oversized order that would not be shipped by common carriers.

MUZIX AUDIO shall be entitled to amend the Purchase Price with the understanding that the new Purchase Price shall be effective from the date of its posting on the Website. MUZIX AUDIO reserves the right to change the Purchase Price of the Product after the Order has been placed from that indicated on the Site due to the incorrect indication of the Purchase Price on the Site.

MUZIX AUDIO shall notify the Buyer of the changed Purchase Price immediately upon becoming aware of the error. The Buyer is entitled to withdraw from the Contract after the notification. The provisions of Chapter 4 of the present GTC shall apply mutatis mutandis to the withdrawal provided for in this clause, with the exception that not only the Consumer as defined in Article 8 of the present GTC but all Buyers shall be entitled to withdraw from the contract as provided for in this clause. If the Buyer does not notify MUZIX AUDIO of its intention to withdraw under this clause within 10 days of receipt of MUZIX AUDIO's notification of the change in the Purchase Price, the Parties shall be deemed to have considered that the Buyer has not exercised its right of withdrawal.

GENERAL TERMS AND CONDITIONS - Terms of payment

ARTICLE 5.

The price must be paid to the Buyer immediately and in full on the day of the order, by credit card, Paypal account, Bank transfer, or any other payment method offered by MUZIX AUDIO.

Orders paid by bank transfer will be automatically canceled if payment is not received within ten (10) days.

For orders of significant amounts, MUZIX AUDIO may implement a verification process to ensure that no one uses another person's bank details without their knowledge. As part of this process, the Customer will be asked to fax or email a copy of their ID card and proof of residence to MUZIX AUDIO.

The exchange of payment data is encrypted. MUZIX AUDIO does not manage the websites of the different payment service providers (STRIPE, PayPal, PayLike) and cannot, therefore, be held responsible for the consequences of the incorrect use of these websites by the Customer or for the possible unavailability of the services of the website. The terms and conditions of the websites of the payment service providers (STRIPE, PayPal, PayLike) shall always apply to payment by credit card, and the Customer is requested to read them!

The invoice will be issued and delivered to the Buyer by MUZIX AUDIO (Muzix Group Ltd. company) upon delivery of the ordered products or sent by e-mail to the address provided at the time of ordering.

Deferred payment is currently not possible.

GENERAL TERMS AND CONDITIONS - Delivery

ARTICLE 6.

Terms of delivery

Delivery shall be understood as the physical taking of possession of the Products. The delivery shall take place when MUZIX AUDIO's bank confirms the payment.

Products belonging to the same order will be delivered at the same time.

The Products ordered by the Customer will be delivered to the address indicated by the Customer when placing the order on the Website. The Buyer is responsible for verifying the accuracy of the address provided to MUZIX AUDIO when placing the order. The Buyer must ensure that he provides all the information necessary for the correct delivery of the order (company name, EU tax number, name of the condominium, house number, apartment number, etc...). Parcels returned to MUZIX AUDIO due to incomplete or incorrect delivery addresses must be re-delivered at the Buyer's expense.

The Buyer must check the condition of his order at the time of delivery and must report any damage, defect, or negligence on the delivery note to the carrier and must immediately notify MUZIX AUDIO via the RMA ONLINE 0-24 electronic error reporting interface available in the footer of the webshop or by e-mail to eu.info@muzixgroup.com.

Delivery times for products that can be added to your shopping cart:

For MUZIX AUDIO products in stock (marked as in stock in the webshop), if their gross weight does not exceed 40 kg, we will deliver the product to the courier company within one working day, which will then be delivered to the customer in Europe **within 2-5 working days**.

For products that are not available in MUZIX AUDIO's stock but can be ordered from production, the delivery time varies depending on the production schedule and the availability of raw materials, so for these products, we will undertake delivery with a delivery time of 14-60 days, the status of which will be kept up to date by e-mail to the e-mail address provided by the customer at the time of ordering.

Delays - Delays in delivery

MUZIX AUDIO undertakes to do its utmost to deliver the Products ordered as soon as possible, it is understood that the delivery times given at the time of placing the order are indicative only.

If the Products ordered and in stock are not delivered within a reasonable time after the indicative delivery date (30 days at the latest), they may be canceled upon written request by the Buyer, in accordance with the provisions of the EU Consumer Protection Directive (2011/83/EU).

Any monies paid by the Buyer will then be refunded to the Buyer no later than fourteen (14) days after the date of cancellation.

However, these provisions shall not apply if the delayed delivery is due either to an unforeseeable and irresistible act of the Buyer or a third party, or to force majeure as defined in Article " Force Majeure ".

In the event of a delivery anomaly, the Customer must contact MUZIX AUDIO in order to initiate an investigation with the carrier delivering the parcel. Once this investigation is completed, MUZIX AUDIO may confirm the delivery or make a new delivery or refund, as the case may be.

Delivery to EU countries

For all orders, the Buyer is the importer of the products concerned. Customs duties or other local taxes or import duties or government taxes may be due. These are the sole cost and responsibility of the Buyer, particularly in the United Kingdom, Ireland, Iceland, Liechtenstein, Norway, and Switzerland.

If necessary, customs clearance and all related fees and taxes shall be at the Customer's cost and responsibility.

The Buyer undertakes to comply with all regulations concerning the importation, transport, and storage of the Products in the country of destination, in such a way that neither MUZIX AUDIO nor its partners can ever be investigated or prosecuted in the event that the Buyer has not complied with the said regulations.

MUZIX AUDIO reserves the right to change the countries included in the service without prior notice.

GENERAL TERMS AND CONDITIONS - Reservation of ownership - transfer of risk

ARTICLE 7.

Provisions applicable to the Buyer

The transfer of ownership of the Products sold by MUZIX AUDIO for the benefit of the Customer shall be completed upon confirmation of the order, provided that the Customer has paid the full amount and the amount paid has been credited to the account of MUZIX AUDIO.

Regardless of the date of transfer of ownership of the Products, the transfer of the risks of loss and deterioration shall only take effect at the moment the Customer has physical possession of the Products.

The transfer of risk shall take place after delivery, to the Buyer's address or to a collection point, at the option of the Buyer at the time of placing the order. The Buyer is responsible for the charges and any damage to the Products after delivery.

In the event that the Buyer chooses to use a carrier other than the carrier offered by MUZIX AUDIO, all risk of loss and damage to the Products shall pass to the Buyer as soon as the carrier takes physical possession of the Products.

GENERAL TERMS AND CONDITIONS - Right of withdrawal

ARTICLE 8.

Ways of exercising the right of withdrawal

The Customer may exercise his right of withdrawal in accordance with the provisions set out in this Article.

In accordance with the legal provisions in force, the Customer has a period of fourteen (14) days from the date of receipt of the Product to exercise his right of withdrawal with MUZIX AUDIO, without giving reasons and without penalty, in order to obtain a refund.

Prior to returning the Product, the Purchasers must notify MUZIX AUDIO of their intention to exercise their right of withdrawal by sending a clear written statement to MUZIX AUDIO by e-mail to eu.info@muzixgroup.com.

Exceptions to the exercise of the right of withdrawal

Under the EU Consumer Protection Directives, certain contracts are not subject to the Customer's right of withdrawal, including contracts for the supply of "goods made to measure or clearly personalized for the consumer or goods that are perishable or expiring rapidly" and the sale of goods in sealed packaging which cannot be returned after opening the packaging after delivery for health or hygiene reasons.

Therefore, all "custom-made" and/or personalized products are excluded from the right of withdrawal: custom-made and/or made-to-order products, such as cut-to-length ribbon cables and cable sheathing, and other custom-made products.

The Buyer acknowledges and expressly accepts that MUZIX AUDIO has the right to withdraw from the legal transaction from the conclusion of the Contract until the acceptance of the Product by the Buyer, in particular, but not exclusively, if the Product subject to the Contract cannot be made available to MUZIX AUDIO by MUZIX AUDIO's suppliers in due time or if the purchase price of the Product is incorrectly indicated on the Website.

In the event of cancellation under this clause, MUZIX AUDIO shall be entitled, but not obliged, to offer the Buyer a new Product of the same quality as the Product in place of the Product. MUZIX AUDIO will refund to the Buyer the Purchase Price or the Full Price in the event of a withdrawal under this clause if already paid by the Buyer, as provided in this Section. The Buyer acknowledges and expressly agrees that MUZIX AUDIO is not obliged to give reasons for the withdrawal. MUZIX AUDIO shall have the right to cancel the Order and withdraw from the Contract if there is a suspicion or appearance of a particular commercial risk.

Special business risks are expressly, but not exclusively, the ordering of Products in particularly large quantities, the ordering of Products by a legal entity Buyer in bankruptcy, liquidation or winding-up, and Orders exceeding the value of the legal entity Buyer's registered capital.

The Consumer shall not be entitled to withdraw from the purchase of any Product pursuant to Article 29 (1) (e) of the Hungarian Government Decree No. 45/2014 (26.II.) which cannot be returned after opening the Product after delivery for health protection or hygiene reasons (hereinafter referred to as "Hygiene Product(s)").

As listed, but not in its entirety:

In-ear headphones, earplugs, and headphones that can be placed on the head and come into contact with skin, hair and/or body fluids.

MUZIX AUDIO informs the Buyer that according to the resolution of the Consumer Protection Services Control Department of the Hungarian Ministry of National Development, NFM_ERK/87559/2017, the above products are considered Hygiene Products according to Regulation 45/2014 (26.II.) of the Government, Article 29 (1) (e)), since after removing the protective packaging of these Products, it cannot be excluded that the Product has been in contact with the human body, body fluids or bacteria. The Buyer shall be entitled to exercise his right of withdrawal in respect of Hygiene Products if he has not opened the packaging of the Hygiene Products.

Conditions for returning products

The Products must be returned in their original packaging with all accessories, free of defects and scratches, and in perfect condition within fourteen (14) days of the date of notification by MUZIX AUDIO of the Buyer's decision to exercise the right of withdrawal. The

Products must be returned in their entirety and in their original condition (packaging, accessories, instructions for use...) in such a way that they can be resold as new.

Products that are damaged, scratched, used, soiled or incomplete will not be accepted and will be billed to the Buyer for return to the Buyer. In case of agreed exceptions, these products may be accepted back at a reduced price (with a maximum 30% depreciation of the original price).

In the event that the right of withdrawal is exercised within the aforementioned period, the price of the Products purchased, and the normal delivery costs will be refunded.

The return charges shall be borne by the Buyer. If a return label has been provided to the Buyer by MUZIX AUDIO, the cost thereof will be deducted from the refund.

The refund will be made within fourteen (14) days from the date MUZIX AUDIO receives the notice from the Buyer indicating that he wishes to exercise his right of withdrawal. However, MUZIX AUDIO reserves the right to postpone the refund until the receipt of the returned Product (the refund may take up to eight (8) days after receipt of the Product and receipt of the Buyer's bank details if the payment method is bank transfer).

GENERAL TERMS AND CONDITIONS - Warranty

ARTICLE 9.

The Products delivered by MUZIX AUDIO to the Buyer are entitled to the following at no additional cost:

legal conformity in the case of Products that appear to be defective, destroyed, or damaged or which do not conform to the order.

for legal conformity for latent defects caused by defects in material, design, or workmanship affecting the Products supplied and rendering them unfit for use, under the terms and conditions set out in Annex 1 to these General Terms and Conditions.

Electron tubes are not covered by the statutory warranty, but MUZIX AUDIO offers one (1) month commercial warranty for this type of product.

In order to exercise his rights, the Buyer must notify MUZIX AUDIO Customer Service of the non-conformity of the products within the aforementioned time limits, via the RMA ONLINE 0-24 Customer Service form available in the footer of the webshop, or by e-mail to eu.info@muzixgroup.com and return the defective product in the factory condition as received, with all its parts (accessories, packaging, instructions...), according to the instructions received there.

MUZIX AUDIO will repair or replace products or warranty parts found to be defective or faulty.

The following damages, malfunctions, or defects are not covered by the warranty:

- which are due to external causes or modifications to the equipment,
- those caused by non-compliance with the instructions or recommendations of the supplier,
- oxidation, corrosion, incorrect connection, or a problem with the electrical system,
- Failure due to short circuit or overload
- aesthetic considerations

In the case of damage, malfunctions or defects returned but not physically detected by our after-sales service, we may charge additional fees on the following basis: a flat rate of €30 for the cost of the inspection + the normal delivery costs of the returned goods.

If a return label has been provided to the Buyer, the cost of this will be added to this amount.

Refunds for products deemed to be non-conforming or defective will be made to the Buyer's bank account as soon as possible and at the latest within thirty (30) days from the date of detection of the defect or latent defect by MUZIX AUDIO.

In certain cases, our after-sales service may repair Products for which the warranty period has expired. This repair will be billed to the Buyer. This repair will take place when the Customer accepts the quotation and payment is received by MUZIX AUDIO. The repair is covered by a three (3) month commercial warranty.

GENERAL TERMS AND CONDITIONS - Muzix Audio's liability - Force majeure

ARTICLE 10.

MUZIX AUDIO shall not be held liable in cases where the non-performance or inadequate performance of the contract is due to the Customer or to the unforeseeable and insurmountable action of a third party, namely a subcontractor, or to force majeure or fortuitous events.

In addition to the events generally accepted by the case law of Hungarian courts and tribunals, the following events shall be considered force majeure: wars, civil disturbances (strikes or lock-outs), attacks, weather problems, epidemics, pandemics, restrictive measures ordered by public authorities, earthquakes, floods, water damage, fires, blockage of means of communication (including the Internet, satellite and telecommunication networks).

Likewise, MUZIX AUDIO shall not be liable in the following situations:

non-compliance with the laws of the country to which the products are delivered, which must be verified by the Buyer before placing the order,

misuse of the products, negligence on the part of the Buyer, normal wear and tear of the products, or accident.

In the event of non-conformity of the Products delivered, MUZIX AUDIO undertakes to solve the problem or refund the Purchaser, as set out in Annex 1.

GENERAL TERMS AND CONDITIONS - Personal data processing (GDPR)

ARTICLE 11.

MUZIX AUDIO may access and process personal data in the context of the performance of this Agreement in accordance with the applicable legislation, Regulation (EU) 2016/679 GDPR.

We hereby remind you that all the nominal data requested from the Customer is necessary for the processing of his order (including the signing of the contract, payment, and delivery) and for the preparation of invoices.

In accordance with the Information Technology and Liberties Act, MUZIX AUDIO, as the party responsible for processing, undertakes to ensure the confidentiality of all personal data provided by the Customer and to process them in accordance with the said Act.

The personal data transmitted by the Customer to MUZIX AUDIO will be subject to IT processing and may be used by MUZIX AUDIO for the processing, performance, management, and follow-up of the Contract. These data will be kept for three (3) years from the

date of the order for the purposes of monitoring the customer relationship, for ten (10) years from the date of delivery of the products for the purposes of proof of performance of the Contract and for ten (10) years from the end of the accounting year for the purposes of compiling accounting documents and supporting documentation.

MUZIX AUDIO undertakes not to transmit this information to any third party other than its potential commercial partners responsible for the management and payment of orders and the delivery of products, within the specific purposes detailed above. MUZIX AUDIO may transmit this information for the purpose of responding to any legal request.

Upon proof of his/her identity, any natural person may exercise the rights of access, rectification and cancellation of his/her personal data, the right to restrict or oppose the use of his/her data, and the right to data portability, under the conditions established by applicable law, by written request to MUZIX AUDIO.

Therefore, all natural persons have the right to establish general guidelines for the retention, deletion and disclosure of their personal data after their death and to lodge a complaint with the NAIH (Hungarian National Authority for Data Protection and Freedom of Information) if they believe that their rights have not been respected.

[For further information click here](#)

GENERAL TERMS AND CONDITIONS - Intellectual property

ARTICLE 12.

The brand names MUZIX AUDIO, MZX ROBOTICS, Pure.Music., Science. NOT Fiction slogans, as well as all images and text content of the Website are the property of MUZIX AUDIO and are protected by Hungarian and international intellectual property laws.

Any reproduction of the content, in whole or in part, is strictly prohibited and may constitute an infringement of copyright.

GENERAL TERMS AND CONDITIONS - Jurisdiction

ARTICLE 13.

The invalidity of any provision of this contract shall not render the contract as a whole invalid.

In the event of invalidity of any provision of this contract, the Parties shall endeavor to negotiate an economically equivalent agreement.

GENERAL TERMS AND CONDITIONS - Waiver of waiver clause

ARTICLE 14.

The failure of a Party to exercise any of its rights under this Contract shall not be construed as a waiver of any other rights under this Contract.

GENERAL TERMS AND CONDITIONS - applicable law

ARTICLE 15.

These General Terms and Conditions and all related operations shall be governed by Hungarian law, excluding its conflict of law rules.

GENERAL TERMS AND CONDITIONS - Language

ARTICLE 16.

These General Terms and Conditions are drafted in Hungarian. Irrespective of any translation into one or more languages, in the event of a dispute, only the Hungarian text shall prevail.

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ARTICLE 17.

Each Party undertakes to always act as a loyal and bona fide partner towards the other Party and, above all, to inform the other Party without delay of any dispute or difficulty it encounters in the performance of the Contract or its relations with third parties which may affect the performance of the Contract.

In the event of a complaint, the Customer must send a complaint by registered letter to MUZIX AUDIO to obtain an amicable settlement.

Use of an independent intermediary

If MUZIX AUDIO has not responded to the Customer's written claim or if the response received is not satisfactory, the Customer may seek the assistance of an online dispute resolution platform.

Online dispute resolution platform

If you wish to lodge a complaint about an online purchase, you can do so via the online dispute resolution platform set up by the European Commission at <https://ec.europa.eu/consumers/odr/main/>.

As a Hungarian online dispute resolution advisory point, you can also contact the Budapest Conciliation Board. For further information on any of the above issues, please contact onlinevita@bkik.hu.

The jurisdiction concerned

If no amicable settlement is reached, mediation is not used or the parties do not agree with the solution proposed by the mediator, the dispute will be settled by the Hungarian courts in accordance with the rules of law.

GTC- ANNEX #1

LEGAL PROVISIONS CONCERNING THE LEGAL GUARANTEE

- The seller is obliged to deliver the goods in conformity with the contract and is liable for any confirmation defects existing at the time of delivery.
- He is liable for any defects of conformity resulting from packaging, assembly or adjustment instructions, if they are his responsibility under the contract or were made under his responsibility.

- The goods must be fit for the normal use of similar goods and if so:
 - conform to the description given by the seller and have all the characteristics which the seller has shown to the buyer in the form of samples or models
 - have all the characteristics which the buyer could reasonably expect on the basis of public statements made by the seller, the supplier or their representative, in particular as regards marketing or labeling.
 - either present characteristics which have been mutually agreed by the parties or which are necessary for a particular use requested by the buyer and of which the seller has been informed and which have been agreed.
- Legal proceedings for non-conformity shall be barred after two years from the delivery of the goods.
- If the buyer asks the seller for a repair under warranty, any period of immobilisation exceeding seven days shall be added to the warranty period left on the goods during the commercial warranty period that the buyer received when the personal property was acquired or repaired. This period shall start from the moment the buyer makes a request or from the moment the goods concerned are submitted for repair, if the latter is after the request has been made.
- The seller is under a warranty obligation in respect of latent defects in the goods sold which render them unfit for their intended use or which impair that use to such an extent that the buyer would not have acquired them or would have paid less for them if he had known of them.
- The buyer must bring an action for non-conformity within a period of two years from the date of discovery of the non-conformity.