

General terms and conditions

General Shopping Terms

Please note that using <http://www.balatonmodellshop.co.uk> and its subdomains, you agree to the terms of this Use Terms. Please only use the services of our web store if you have read and accepted these Terms of Use.

1. Service Provider Details:

Name of the service provider: Jobbaton Modell Ltd.

The Service Provider's head office / establishment: 3347 Balaton, Alkotmány u. 17th

The email address of the service provider, which is regularly used for contact, is: balatonmodell@gmail.com

Company registration number: 10-09-038959

Tax number: 27407589-2-10

Registering authority: Egri Törvényszék Cégbírósága

Phone: +36 70 331-8259

Language of the contract: Hungarian

Name, address, e-mail address of the hosting provider: UNAS Online Kft. 9400 Sopron, Major köz 2. I / 15.

unas@unas.hu

2. Basic Provisions

2.1. Issues not regulated in this Code and the interpretation of these Rules shall be governed by Hungarian law, in particular with regard to the Act V of 2013 on the Civil Code ("Law") and Electronic Commerce Services, 2001 on certain aspects of information society services year CVIII. (Elker tv.) And 45/2014 on the detailed rules for contracts between consumers and businesses. (II.26.) Government Decree. The mandatory provisions of the relevant legislation shall apply to the parties without any specific clauses.

2.2. This Policy shall remain in force from 21 April 2015 and shall remain in effect until revocation. The Service Provider is entitled to modify the Rule unilaterally. The Service Provider publishes the changes 11 (eleven) days prior to their entry into force on the websites. Users using the websites will accept that all regulations regarding the use of web pages are automatically valid for them.

2.3. User, if you enter the webshop website operated by the Service Provider or read its contents in any way - even if it is not a registered user of the webshop, you agree to be bound by the Terms of Use. If the User does not accept the terms, he / she is not authorized to view the content of the webshop.

2.4. The Service Provider reserves all rights to the webshop web site, any details thereof, and the content of the content and the dissemination of the website. It is forbidden to download, store, process and sell any content or any portion of the webshop without the written consent of the Service Provider.

3. Purchasable Products and Services:

3.1. Displayed products can only be ordered online. The prices displayed on the products are quoted in Hungarian forint the Hungarian language (for English and Russian in case of Euro!) The webshop's prices are included the 27% VAT (In the case of an order placed from another EU member state, the VAT rate of each countries applies!), but not include the home delivery fee. No extra packaging fee will be charged.

3.2. In the web shop, the Service Provider details the name, description and product of the product. Images displayed on a product datasheet may differ from reality, as an illustration. We are not responsible for the difference between the image displayed in the webshop and the actual appearance of the product.

3.3. If a promotional price is introduced, the Service Provider fully informs users about the action and its exact duration.

4. Shopping process:

4.0. User sets the language used in the webshop (Click on the flag icon to select three languages: English, Hungarian, Russian.)

4.1. You can also start shopping without registration. The products and services in the web shop are only available through the webshop.

4.2. User sets the number of products and products you want to buy.

4.2.1. It is about information about the goods sheet, its properties, its usage, the goods with their knowledge and understanding as goods / goods that they are perfectly aware of and have adequate user experience (As a model, builder.).

4.3. The user places the selected product, products in the basket. The user can view the content of the basket at any time by clicking on the "basket content" icon.

4.4. If you want to add a new item to your basket, you will continue to place your items in the basket. If you do not want to buy more products, check the number of products you want to buy. Click on the "X" icon to clear the basket content.

4.5. The user gives his / her own shipping and billing address (The name in the billing address must match the name of the bank account holder!) And the delivery / payment method, which types are as follows:

4.5.1. Payment methods:

Bank transfer: You will transfer the purchase price paid for the products ordered and the shipping fee to your bank account number from the user's webshop. The delivery will only take place after the purchase price is credited to the bank account within 3 business days of the Hungarian business day. The credit will take up to 1 business day for a domestic transfer. International bank transfer fee is 3%.

Pay in HUF:

MHB Bank

50462308-10003183-00000000

account owner: **Jobbaton Modell Kft.**

Pay in EUR:

Bank: MBH Bank

IBAN: **HU48-50462308-10005044-00000000**

SWIFT: **MKKBHUHB**

account owner: **Jobbaton Modell Kft.**

Payment by bank card: Through OTP Simple security system, User card data will not be transferred to the Service Provider, nor stored. The credit card payment is credited immediately and the delivery of the ordered goods can start on that day. No handling fee! 2% discount if the User pay by card.

PayPal payment: You must have a PayPal account. The PayPal payment is credited immediately and the delivery of the ordered item can begin on that day. Service Provider 3% "payment handling cost" User pays the bank transaction fee.

Cryptocurrency: You must have a crypto wallet. We accept Bitcoin. Payment handling cost is 3%.

4.5.2. Shipping cost:

Shipments outside the European Union's territory are subject to customs duties. The buyer acknowledges that the costs related to customs clearance are borne by the buyer.

Shipping is carried out on the territory of Hungary, as a registered letter or as a package (It has canceled postal delivery by registered letter "irregularly shaped" mail, can only be delivered as a package from January 1, 2017.) Magyar Posta performs the following tariffs:

0 kg to 0.05 kg 720 Ft (For items that are only for envelopes or lined envelopes if their size and shape permits them to the indicated weight limit. Examples: sticker kits, photoetched sheets, figures, wheel sets 1/72) Details at <https://www.posta.hu/nkl>

Parcel by regular post in Hungary 2649 Ft (In the envelope, padded envelopes, their size and shape that can not be added to the shape, fixed price.)

It is possible to request delivery by registered mail as "poste restante". In this case, the User may select from a list the pick-up point (Any Hungarian post office.) Where the order must be picked up. In the case of registered mail remaining in the post office, Magyar Posta will not send a notification. On the day of dispatch, the Service Provider will send the user an e-mail regarding the earliest date of receipt (usually within 1-2 working days) and the required required number (RL33470000xxxxxx).

0 kg-0,05 kg 3,0eur

0,05 kg-0,5 kg 4,75eur

"Postán maradó csomag - 25000Ft fölötti vásárlásnál ingyenes" Delivery to Hungarian Post office, parcel machine, COOP-Postapartner, MOL gas stations. This shipping method is only available for purchases over 25000 HUF (65,78 EUR)

The delivery (To Non-European countries.) is carried out with the participation of Magyar Posta, as well as in the form of a registered letter as follows:

0 kg-0,05 kg 10,5eur

0,05 kg-0,5 kg 16,70eur

0,5 kg-2 kg 43,90eur

Delivery in Europe (including Russia) is done by means of Magyar Posta's contribution as a recommended letter mail according to the following tariffs:

0 kg-0,05 kg 9,70eur

0,05 kg-0,5 kg 15,30eur

0,5 kg-2 kg 37,50eur

MPL Europe Standard (Delivery by DHL) Availability is in 9 European countries:

Austria, Belgium, Czech Republic, The Netherlands, Luxemburg, Germany, Slovakia, Slovenia

0 kg-2 kg 19,00eur

2 kg-5 kg 22,00eur

5 kg-10 kg 27,00eur

The Service Provider reserves the right to change the tariff without prior notice if changes to the tariff of Magyar Posta Zrt. Cause this to be indecent.

FedEx International Priority:

Delivery in 1-3 work days. Available in the United States (Exception in Hawaii!) and Canada.

0,01 kg - 1,00 kg 33,00eur

1,00 kg - 2,00 kg 43,00eur

4.5.3. Bonus points

If the User registers in the webshop, User will receive a 1 EUR credit to his / her points collector, another 1 EUR credit will be for newsletter subscription. After that, you will receive 1 EUR credit per 100EUR for the ordered products to your point collector. The amount collected in the points collection can be used within 365 days for a min. In orders worth 100 EUR, unused points will be automatically deleted after 365 days. The minimum usable bonus points is 5 EUR. For a product purchased from a point collector, you can pay up to 50% of the price of the product from a point collector. The amount in the points collection cannot be exchanged for money, it can only be purchased in our web store. In the point collector, the points are credited after the order is closed (So not when the order is placed!).

4.6. If there is an error or defect in the webshop for the products or the prices, we reserve the right to make corrections. In such a case, we will immediately inform the buyer about the new data after the error is detected or modified. The buyer can then confirm the order once more, or it is possible for any party to withdraw from the contract.

4.7. The total amount payable includes all costs based on the aggregate order and confirmation letter. The user is obliged to check the package at delivery before the courier and in case of possible damage to products or packaging, he or she is obliged to request a record, and in case of damage the package is not obligated to take over. Subsequent, non-recorded complaint by the Service Provider does not accept it! Packages are delivered on working days, mostly in local time between 8 am and 5 pm.

The buyer will be notified when the order is confirmed. The Service Provider sends the invoice to the User by electronic means (e-mail) in PDF format on the day of dispatch of the product. By accepting this GTC, you agree to post or receive your account in this way. The User will receive a pdf-format invoice in e-mail, when the parcel has been sent.

4.8. Once you have entered the data, you can send your order by clicking on the "Order" button, but before you can check the information again or post a comment on your order or email us any other ordering wishes.

4.9. Correcting Input Bugs: A user can step back to the previous phase before completing the order process, where he can improve the input data.

4:10. The user receives an acknowledgment after sending the order by e-mail. If this confirmation is received from the User's order within a reasonable period of time, but no later than within 48 hours, the User shall be exempt from the contractual obligation or

contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to the Service Provider. The Service Provider excludes the confirmation of the confirmation if the confirmation does not arrive in time because the User has entered a bad email address during the registration process or because of the saturation of the storage space for the account

5. Processing and execution of orders

5.1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order, if it is after the expiration of the working time, the next day will be processed.

5.2. General delivery deadline within 3 business days of payment. If the Service Provider and the User have not agreed at the time of delivery, the Service Provider shall be obliged to perform the Contract within thirty days from the date of receipt of the order by the Client at the specified time or within a specified time, without notice.

5.3. If the Service Provider fails to fulfill its contractual obligations because the contracted product is not available, it shall promptly inform User thereof and refund the amount paid by User immediately but not later than thirty days. Fulfillment of this obligation The Supplier shall not be exempt from any other consequences of his breach of contract.

5.4. The Service Provider shall not be liable for any technical specifications or descriptions that may be due to the supplier without notice or for reasons beyond its control. The Service Provider reserves the right to refuse all orders already acknowledged in whole or in part. Partial fulfillment can only take place after consultation with the User!

5.5. The Service Provider only undertakes to execute prepaid orders. If the User does not pay the price of the product and the delivery within 1 week of the order, the Service Provider reserves the right to cancel the order.

5.6. User keep the purchase invoice at least until the withdrawal period expires!

6. Right of withdrawal

6.1. Directive 2010/83 / EU of the European Parliament and of the Council and the provisions of 45/2014 on the detailed rules for contracts between consumers and undertakings. (II.26.), The User may cancel the ordered product within 15 days of receipt of the ordered product without giving reasons. In the absence of this information, a user is entitled to exercise his right of withdrawal for a period of one year.

6.2. The time limit for exercising the right of withdrawal shall expire 15 days after the date on which the User or the third party other than the carrier indicated by the carrier accepts the product.

6.3. The cost of returning the product must be borne by the consumer, and the company does not undertake to bear this cost.

6.4. In the event of exercising the right of withdrawal, the User shall not be charged other than the cost of returning the Product, but the Service Provider may claim compensation for material damage caused by improper use.

6.5. There is no right of withdrawal for a non-pre-manufactured product that has been produced on the basis of a consumer's request or express request or for a product clearly designated for the consumer.

6.6. The consumer may also not exercise his right of withdrawal

the. in the case of a service contract, after completing the service as a whole, if the undertaking commenced the performance with the prior consent of the consumer and the consumer has acknowledged that he will lose his right of cancellation after completing the service;

b. in respect of a product or service the price or charge of which may not be influenced by a financial market which may not be influenced by the business, may also depend on the fluctuation of the time allowed for withdrawal;

c. perishable or short-lived product;

d. in the case of a sealed package which can not be returned after a breakdown following sanitary or hygienic reasons;

e. for a product which, by its very nature, is inseparably blended with another product after delivery;

f. in respect of an alcoholic beverage the actual value of which does not depend on market fluctuations in a way which is not liable to influence the business and the prices of which were agreed upon by the parties at the time of the conclusion of the sale contract but the contract is concluded only after the thirtieth day after the conclusion;

g. in the case of a business contract where the undertaking seeks to contact the consumer at the explicit request of the consumer for urgent repair or maintenance work;

h. for the sale of a sealed package of audio or video recordings and the purchase of a copy of a computer software if, after the transfer, the consumer has opened the packaging;

i. newspapers, journals and periodicals except for subscription contracts;

j. in the case of contracts concluded at a public auction;

kk. in the case of a contract for the provision of accommodation, carriage, car rental, catering or leisure-time services, other than housing services, where a performance date or time limit specified in the contract has been concluded;

l. in the case of a digital content provided on a non-tangible medium, where the undertaking commenced the performance with the express prior consent of the consumer and, at the same time, with the consumer's consent, acknowledged that he was losing his right of withdrawal after the performance commenced.

6.7. After returning the product, the Service Provider shall refund the amount paid to the User without delay but within 14 days after the return of the product. The shipping cost will only be refunded if all the products are returned.

6.8. During the refund, the Service Provider fulfills the amount to be refunded in the same way as the payment method used by the consumer, and with this refund method the User will not be charged any additional costs.

6.9. The User is obliged to return the goods no later than 15 days from the sending of the notice of termination to the Service Provider to the Service Provider, or to return it to the Service Provider. You can also certify by invoice that you have purchased the goods directly from the Service Provider.

6:10. The user will keep the deadline for returning the product (s) prior to the expiration of the 15-day period.

6:11. The consumer only carries the return of the product.

6:12. The user can be held liable only for the depreciation of the goods if it has been due to a different treatment due to the nature, properties and operation of the goods.

6:13. The Service Provider may withhold the refund until it has received the Goods (s) or has provided Customer with proof that they have returned them: the previous date must be taken into account.

6:14. If the User wishes to avail himself of the right of withdrawal, he may report it in one of the Service Provider's contacts in writing (including the attached data sheet), by phone or by person (eg customer service offices). When posting in writing in writing, the date of posting is taken into consideration (postmarked postmark on postal envelope) and by phone when signaling on the phone, and the date of personal announcement on personal mark. The ordered product can be returned to the Service Provider by post, courier service or in person (customer service offices).

6.15. The user should pay particular attention to the intended use of the product, as the damages caused by its improper use are borne by the User. Within fourteen days of the return of the product, the Service Provider will return the purchase price of the product to the bank account number provided by the User, together with the shipping cost.

6:16. 45/2014 on the detailed rules for contracts between the consumer and the business. (II.26.).

6.17. Directive 2011/83 / EU of the European Parliament and of the Council can be found here.

6.18. You can also contact the Service Provider with other complaints by using the contact details found in this Policy.

6.19. The right of withdrawal does not apply to a business, that is, a person who is engaged in the profession, self-employment or business.

7. Warranty

a warranty

7.1. In what case can a User use the right of access to the service?

In the event of a misuse of a webshop by a user webshop, you may enforce a claim claim against the enterprise in accordance with the Civil Code.

7.2. What rights do the User have for the claimant's claim?

The user may, at his option, have the following assurance claims: he may request correction or replacement unless the fulfillment of any of these Customer's requirements is impossible or would result in disproportionate additional costs compared to the fulfillment of his other requirements. If you have not requested or requested a correction or replacement, you may request a proportional delivery of the consideration or you may repair or correct the error at the expense of the user, or you may also terminate the repair or otherwise terminate your contract. You may also switch from one's choice of warranty right to another, but the cost of the transition will be borne by the User, unless it is justified or the business has given cause.

7.3. What is the deadline for validating User's Assurance Claims?

The user is obligated to make a mistake immediately after d

The User is obliged to disclose the error immediately after discovery, but not later than within two months of discovery of the error. At the same time, please note that beyond the two-year limitation period from the performance of the contract, you will no longer be able to enforce your warranty rights.

7.4. To whom can you enforce your claim claim?

The user can enforce his / her warranty claim against the business.

7.5. What other conditions are you having to enforce your warranty rights?

Within six months from the date of delivery, there is no other condition to enforce your claim claim claim beyond the notification of the error if the User verifies that the product or service was provided by the webshop operator. However, after six months from the date of delivery, the User shall be required to demonstrate that the defect recognized by the User was already at the time of execution.

product warranties

7.6. In which case can a User use a product warranty right?

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

7.7. What are the rights of the User under the product warranty claim?

As a product warranty claim, you may only ask for repair or replacement of the defective product.

7.8. In what cases is the product considered to be defective?

The product is defective if it does not meet the quality requirements in force when it is placed on the market or if it does not have the features specified by the manufacturer.

7.9. What is the deadline for validating User's Product Claims?

Your Product Claims may be validated by the User within two years of the date of placing the product on the market. After this deadline, he will lose his entitlement.

7:10. To whom and on what other conditions can you claim your product warranty claim?

You may only claim your Product Claims against the manufacturer or distributor of the movable product. A product defect must be proved by a user when claiming product liability.

7.11. In what case is the manufacturer (distributor) exempt from his product liability obligation?

The manufacturer (distributor) is only exempted from his product liability obligation if he can prove that:

The product has been manufactured or placed on the market for non - business activities, or

- the error was not recognizable at the time of placing the product on the market according to the state of the art and the state of the art

- the defect of the product results from the application of a statutory or mandatory regulatory requirement.

The manufacturer (distributor) has sufficient evidence to justify the exemption.

I would like to remind you that due to the same error, you can not enforce the warranty and warranty claims simultaneously and simultaneously. However, in the event of a successful validation of your product warranty claim, you may claim the warranty claim for the replaced product or the part repaired to the manufacturer.

7.12. The company operating the webshop is governed by Government Decree 151/2003 (IX.22.): It is not obligated by the rules of a mandatory guarantee for certain durable consumer goods and does not voluntarily accept it.

8. Procedure for warranty claims

8.1. In a contract between a consumer and an enterprise, the parties' agreement on the provisions of the regulation may not be disadvantageous to the consumer.

8.2. The consumer is obliged to prove the conclusion of the contract (invoice or even receipt).

8.3. The undertaking is obliged to include a record of the consumer's claim for warranty.

8.4. A copy of the minutes shall be made available to the consumer promptly and verifiably.

8.5. If the undertaking can not comment on the performance of the consumer's warranty claim upon its notification, it must inform the consumer in a verifiable manner within five working days of its position, including the grounds for refusal and the possibility to make contact with the conciliation body in case of rejection of the claim.

8.6. The undertaking is obliged to keep the minutes for three years from the date of its inclusion and to present it at the request of the audit authority.

8.7. The company should endeavor to make corrections or replacements within a maximum of fifteen days

9. Miscellaneous Provisions

9.1. The Service Provider has the right to make use of the contributor. It has full responsibility for its unlawful conduct, as if it had committed the unlawful conduct itself.

9.2. If any part of this Policy is invalid, unenforceable, or enforceable, it does not affect the validity, legality and enforceability of the remaining parts.

9.3. If the Service Provider does not exercise his right under the Rules, failure to exercise his right shall be

9.3. If the Service Provider does not exercise his right under the Rules, failure to exercise his right shall not be considered a waiver of that right. Any waiver of the right applies only in the case of an express written declaration. The fact that the Service Provider does not strictly adhere to a substantive condition of the Code or stipulates it does not mean that it waives that it will subsequently insist on the strict adherence to that condition or clause

9.4. The Service Provider and the User are trying to settle their dispute in a peaceful way.

10. Complaint management order

10.1. The purpose of our store is to complete all orders in the right quality, with the customer's full satisfaction. If you still have a complaint about the contract or its fulfillment, you may post your complaint by email or by email.

10.2. The Service Provider will immediately examine and, if necessary, remedy the oral complaint. If the buyer disagrees with the handling of the complaint, the Service Provider shall promptly take a minute of the complaint and its position and pass it a copy of the complaint to the buyer. If an immediate investigation of the complaint is not possible, the Service Provider shall take a record of the complaint and hand it a copy of the complaint to the purchaser.

10.3. The written complaint will be answered in writing within 30 days by our webshop. The reason for rejecting the complaint is justified. The copy of the response will be retained for 3 years and will be presented to the control authorities at their request.

10.4. You can also complain to the National Consumer Protection Authority:

National Authority for Consumer Protection

Address: 1088 Budapest, József krt. 6th

Mailing address: 1428 Budapest, PF: 20.

Central telephone number: +36 1 459 4800

Fax number: +36 1 210 4677

E-mail: nfh@nfh.hu

Valid from 15.08.2021.