

Általános szerződési és felhasználói feltételek

(A dokumentum letöltése/nyomtatása: [ITT](#))

1. General terms and conditions

These conditions are regulated by Hungarian and European Union legislation.

Operator of the webshop

The webshop at <https://totallsport.com/> Internet address is operated by

Goal Hungary Trading and Service Limited Liability Company

Short name: Goal Hungary Ltd.

Registration number: 03-09-125370 - Registry Court of Kecskemét (Kecskeméti Törvényszék Cégbírósága)

Tax number: 24146041-2-03

Headquarters: 11 Gazdasági dűlő, Helvécia, Hungary 6034 (Magyarország, 6034 Helvécia, Gazdasági dűlő 11.)

Place of establishment: 36 Küküllő Street, Helvécia 6034 Hungary (Magyarország, 6034 Helvécia, Küküllő u. 36.)

Place of business: 16 Kada Elek Street, Kecskemét 6000 Hungary (Magyarország, 6000 Kecskemét, Kada Elek u. 16.)

(Service Provider hereafter).

Service Provider's bank account data:

Name of bank: Budapest Bank

Bank account number: 10103104-20684700-01003007

IBAN: HU70 1010 3104 2068 4700 0100 3007

Swift code: BUDAHUHB

Service provider's commercial activity was registered by:

Commercial registration number: 126 - Notary of Helvécia Municipality - as authority for trade.

Chamber registration number:

BA24146041 - Chamber of Trade and Industry of Bács-Kiskun County (Bács-Kiskun Megyei Kereskedelmi és Iparkamara)

2. Customer service

Users can contact Service Provider's customer service on the following contact details:

2.1. Telephone:

Telephone number: +36 70 386 25 28 - it is **not** a premium rate telephone number!
Available on working days from 8 am to 5 pm

2.2. E-mail:

E-mail address: info@totallsport.com

Messages arrived on this way are answered within two working days of receipt.

3. Hungarian legislation

3.1. Website - defined by the Internet address above - (website hereafter) is operated by Service Provider and offers its services from Hungary. Consequently, Hungarian and European law applies Service Provider and Users as well in connection with this contract, precisely:

- 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

In addition, the following Hungarian regulations:

- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény)
- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),
- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),
- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),
- Act XLVIII of 2008 on Basic Conditions and Certain Limitations of Economic Advertising Activities (a gazdasági reklámtevékenység alapvető feltételeiről és egyes korlátairól szóló 2008. évi XLVIII. törvény),
- Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény),
- Decree No. 19/2014 (29th IV) by the Ministry for National Economy on Regulations Concerning the Process of Handling Warranty and Indemnity Claims Related to Products Sold by Businesses to Consumers Based on a Contract (a fogyasztó és vállalkozás közötti szerződés keretében eladott dolgokra vonatkozó szavatossági és jótállási igények intézésének eljárási szabályairól szóló 19/2014. (IV. 29.) NGM rendelet).

3.2. Times and periods mentioned in present general conditions of contract and usage (terms and conditions or TC hereafter) are meant in CET.

3.3. Working days, non-working days and bank holidays are meant to be Hungarian working days, non-working days and bank holidays.

4. Scope and subject of General Terms and Conditions

4.1. Present general terms and conditions are related to services available at website, to the usage of the website and to any trade of products available in the web shop of the website.

4.2. Contracting parties:

4.2.1. Service Provider defined above as operator of the website and seller of products.

4.2.2. User as a person who orders products from the web shop and a person who visits the pages of the website. Users can be any natural people with legal capacity, including natural people from abroad. Any legal people or businesses without legal status, including legal subjects from abroad, may be considered as purchasers or customers according to present TC. Incapable or partly incapable subjects may contract with present contractual conditions according to regulations of CC (Ptk.).

4.3. Terms and conditions apply from placement on website until indefinite period.

4.4. Times and periods mentioned in conditions of contract are meant in CET.

5. General prospectus about electronic contracting between parties being apart from each other

5.1. Users are able to learn essential information about available products on pages of the website where they are described before placing an order.

5.2. The language of contracting is English. Present Terms and Conditions and prospectus of the website are in English and Hungarian. In case of any misinterpretations as a result of linguistic differences, Hungarian texts are the standards.

5.3. Orders placed on the website are legal declarations made by implicit conduct.

5.4. Service Provider has to confirm the arrival of an order without any delay on electric way. If the confirmation does not arrive at User within 48 hours, User is freed from offer commitments.

5.5. A contract is not considered to be a written contract until Service Provider does not file it and is later not available in a written form.

5.6. Service Provider has not undergone any behavior codex so it is not available at Service Provider.

5.7. User is informed about actual delivery prices and delivery limitations if any, as well as about possible payment methods. Moreover, they have access to these pieces of information at any time under "Shipping information" on the website.

5.8. User receives Terms and Conditions and documents necessary for rightful information in an e-mail confirming the order as an attached document. Content is actualized to the time of placing the order. Furthermore, User can download Terms and Conditions and other pieces of information from the link "Download/print the document: HERE" and can save and print them, or can have access to the latest version on the website.

6. Registration

6.1. Registration is free.

6.2. Users can register by clicking on the menu point "Registration" and filling in the form there, accepting regulations of TC and marking declarations necessary for handling their personal information.

6.3. User must provide real information for a valid registration. If it is proven that User has given false information at registration, Service Provider has the right to delete registration. In this case, Service Provider is not responsible for any possible consequences.

6.4. Service Provider can delete registration without bearing any responsibility, if User has used website in bad faith, or has violated present contractual conditions.

6.5. Cancellation done by Service Provider does not affect orders fulfilled by both parties. In case Service Provider has not started the fulfillment, it can decide unilaterally whether to accomplish it or not, provided that the reason of cancellation does not hold this up. If Service provider does not fulfill the order, but User has already paid, Service Provider pays the money back to User. If User has caused damage to Service Provider through its behaviour - which was the reason of cancellation, Service provider has the right to withhold the sum that covers the damage from the refund.

6.6. User can initiate deletion of its registration in an e-mail sent to Service Provider, which is carried out by Service Provider without any delay, but within no more than 10 days.

6.7. Deletion of registration may become necessary based on any requests about processing placed by User in order to ban any kind of use of personal data. User can read about this in Privacy Policy.

6.8. User's above mentioned requests about deletion does not affect valid orders placed by User previously.

7. Defining the price of purchase

7.1. User can get information about current product prices at the pages of website showing details of products.

7.2. Prices shown with products are gross consumer prices, so all prices shown at website are the total price including VAT. Regulations valid in the destination country of sale might affect a different tax content.

7.3. Consumer prices are given in Euros (EUR).

7.4. Purchase prices do not include shipping charges.

7.5. Service Provider does not charge for packaging of products.

7.6. Prices indicated in confirmation of orders are gross consumer prices, just like any other costs, they include VAT and any other possible costs.

7.7. Service Provider reserves the right to change prices of products on its web shop. Modification of prices does not affect prices of already ordered goods.

7.8. If there is a wrong price on the web shop or in the confirmation of the order - especially concerning obviously wrong prices - Service Provider does not have to sell product at wrong price. Service Provider offers User to get the product at its correct price. If User rejects purchasing the product, they are entitled to resign from the order.

8. Methods and steps of placing orders, contracting

8.1. Selecting products

8.1.1. User can get important information about products at specific pages of the web site.

8.1.2. By giving the number of items and depending on the product when it is possible by giving the size/presentation and/or other optional characteristics User can place the selected items into a virtual cart after clicking on the "Add to cart" button on the data sheet of the selected products.

8.1.3. In case User wants to order more than one item, they need to repeat the above described process.

8.1.4. If User has questions about products before placing an order, Customer Service of Service Provider is willing to help (contacts above, under "Customer Service"). User's Manual is attached to and posted with products sold by Service Provider - if regulations require. If User does not receive compulsory User's Manual together with product, they must inform Customer Service before using product. Service Provider sends it additionally.

8.2. Placing and reconfirmation of orders, contracting

8.2.1. User can place orders online in the web shop on the following way.

8.2.2. User does not need to register in order to place an order.

8.2.3. After selecting and putting products into the cart User can take a look at the contents of the cart by clicking on the image of a shopping cart on the heading of the webpage.

8.2.4. On the page where the contents of the cart is shown User can modify the number of products by rewriting numbers shown there or can remove items from the cart during the process of ordering by clicking on the image of a bin, thereby deleting the order(s).

8.2.5. Billing and delivery data must be provided after clicking on the button "Next step". For registered Users who have entered into their account giving shipping and billing data becomes possible immediately.

8.2.6. Method of payment can be chosen on this page.

8.2.7. The same page shows the aggregated consumer price of complete order and gross fees of shipping or other costs, so the complete sum User needs to pay.

8.2.8. Devices provided for identifying and correcting data input errors before sending contractual declaration:

8.2.8.1. Obvious errors occur during input of data are notified by cautionary messages throughout the process of ordering.

8.2.8.2. Registered Users can modify their personal data related to order during the process of ordering. They can do this by clicking on the "Profile" icon and then the "Profile" sign leading to Users' personal profile page after entering website.

8.2.8.3. Contents of the cart, data and parameters of order can be checked, modified or even deleted at any time until placing an order, by modifying, re-typing data at the pages indicated above, and based on foregoing points of present chapter of TC.

8.2.9. User may place a valid order after checking the above mentioned data of order and correcting possible errors occur in data input, accepting present TC at the last page by marking related declaration, clicking on the button "Place order". Then, depending on the method of payment, they get information about data necessary for bank transfer, or is redirected to the website of online payment service provider, where they can fulfil payment.

8.2.10. Service Provider reconfirms order in an automatic e-mail immediately after receiving it. This e-mail is sent to the address provided by User during registration or at the time of placing an online order. Reconfirmation includes all the costs User has already paid. If this reconfirmation does not arrive at User within 48 hours after placing an order, User is freed from commitments of offer. Reconfirmation is considered to be

received by User if they have access to it (so it appears among incoming messages at their e-mail account). Contract regarding to the purchase of product is not created at this point, this reconfirmation is not regarded as acceptance of the order yet.

8.2.11. Processing of orders is between 8 am and 5 pm CET zone every working day after the sum of the order arrives to Service Provider's bank account. In case the sum of the order arrives at Service Provider beyond this period, arrival at Service Provider is considered completed at the beginning of first processing period to follow. If an order has been pre-paid, arrival of order at Service Provider is considered completed when sum arrives at Service Provider's bank account, or if sum arrives later than above mentioned period, arrival of order is considered to be at the start of next processing period. Orders are processed within 2 working days from the date of receipt..

8.2.12. After starting to process orders - if order has been accepted - Service Provider informs User about the acceptance of the order in an e-mail. Contract about the purchase of product is realized when contract about purchase arrives at User's e-mail account.

8.2.13. Service Provider calls User's attention to check contents of reconfirmation of arrival of order and reconfirmation of acceptance of order. If any contents of reconfirmation are different from contents of the order, and User does not complain about these within 24 hours after receiving reconfirmation, or accomplishes payment after receiving reconfirmation, then contract is based on content of reconfirmation. In case Service Provider has been notified about reconfirmation of a different content, Service Provider examines notification and modifies order if necessary.

8.3. User's request about deletion of their registration does not affect User's valid orders placed previously.

8.4. If User requests deletion of their data necessary to fulfill their order, or protests against using them for such purposes, Service Provider requires a declaration about intention of resistance from ordering.

9. Follow-up correction of orders

9.1. If User would like to modify an already posted order, or has given incorrect data, they must notify Customs Service as soon as possible through one of the contact routes. It is important to lose no time in doing this, so that Service Provider can correct the order before accomplishment.

9.2. In case of correcting an order, Service Provider sends a new reconfirmation to User with a modified content, based on which a new contract is realized, when there has been an incorrect but previously accepted order.

10. Terms of payment

10.1. Possible forms of payment:

10.1.1. Pre-payment through bank transfer:

User chooses this form of payment during the process of sending an order. Data necessary for accomplishing the transfer is included in a reconfirmation e-mail acknowledging the arrival of order.

10.1.2. Pre-payment through online payment service using a bank card:

Pre-payment by the choice of User during placing an order through an online payment by a bank card.

Online payment service is provided by BORGUN. By drawing on the service, User can pay by **bank card**.

User exclusively provides data of bank card used for purchase to B-Payment Zrt., 4.1 Váci Road, Budapest 1132 Hungary (1132 Budapest, Váci út 4. 1.) (BORGUN) , as they are redirected to website of BORGUN during payment process. BORGUN provides its services jointly with Budapest Bank Zrt. 193 Váci Road, Budapest 1138 Hungary (1138 Budapest, Váci út 193.) BORGUN does not share debit card data with Service Provider.

Further details of online payment are included in the payment service contract conditions, which Users get acquainted with before payment on the surface of payment service where they are redirected to during ordering process.

10.1.3. Pre-payment through online payment service:

Pre-payment by the choice of User during sending an order through an online payment service provider.

Online payment service is provided by PayPal Inc. By drawing on the service, User can pay by **bank card** or a **PayPal account**

Paying by debit card, User provides data of debit card used for purchase directly and exclusively to Escalion Hungary Ltd., 5-7 Expo Square, Budapest 1101 Hungary (Escalion Hungary Kft, 1101 Budapest, Expo tér 5-7.) (PayPal) as they have been redirected to the website of PayPal. PayPal does not share debit card data with Service Provider.

Further details of online payment are included in the payment service contract conditions, which Users get acquainted with before payment on the surface of payment service where they are redirected to during ordering process.

10.2. Service Provider starts accomplishing order when total sum of ordered product(s) is arrived at Service Provider's bank account.

10.3. In case Service Provider cannot accomplish the order because of reasons within its own circle of interest, it refunds the total price of product and delivery fee to User within 14 days after occur of hindrance.

11. Period of performance and conditions of delivery

11.1. Deadline of performance and delivery

11.1.1. Service Provider delivers products ordered by the deadline mentioned in reconfirmation of accepting an order to the address given by User during the order.

11.1.2. If an ordered product is on stock, Service Provider hands it over to delivery company within 2 working days after the receipt of payment.

11.1.3. If an ordered product is out of stock, but can be ordered, Service Provider hands it over to delivery company within within two weeks from the time Service Provider reconfirms the acceptance of order. In case Service Provider cannot or can make shipment only with delay because of circumstances beyond its control, Service Provider contacts User who has placed the order immediately to consult with a view to reaching agreement.

11.1.4. Delivery Company delivers products within 1-7 working days after Service Provider posted products depending on the destination country.

11.1.5. If Service Provider cannot accomplish orders keeping the deadlines as described above, it informs User about performance hindrance immediately after its occurs.

11.2. Delivery Company:

**GLS General Logistics Systems Hungary Csomag-Logisztikai Korlátolt Felelősségű Társaság
(GLS General Logistics Systems Hungary Package-logistics Delivery and Service Provider Ltd.)**

Short name: GLS General Logistics Systems Hungary Kft. (GLS General Logistics Systems Hungary Ltd.)

Corporate registration number: 13-09-111755

Tax number: 12369410-2-44

Headquarters: Hungary 2351 Alsónémedi, GLS Európa u. 2. (2351 Alsónémedi, GLS 2 Európa Street)

Postal address: Hungary 2351 Alsónémedi, GLS Európa u. 2. (2351 Alsónémedi, GLS 2 Európa Street)

Telephone: +36 29 886 670

Fax: +36 29 886 610

E-mail: info@glh-hungary.com

Website: <https://glh-group.eu/HU/hu/home>

Delivery Company hereafter.

Delivery Company delivers ordered products to User within 1-7 days depending on destination country after posting. Users can find more details about delivery under the

menu point "Shipping information" on the website, and in the document "Általános üzleti feltételek" ("General conditions") at the website of GLS General Logistics Systems Hungary Kft. (<https://gls-group.eu/HU/hu/altalanos-uzleti-feltetelek>).

11.3. Shipping costs

User can get information about shipping costs - gross amount of the delivery cost - during the process of sending an order, or can get informed about it under the menu point "Shipping information" on the website. The content of this menu point is an integral part of present conditions.

11.4. Receiving products

11.4.1. If User does not take over the ordered products at the time of delivery without any reason - including when User is not available despite of Delivery Company's multiple reaching attempts, and delivery becomes impossible -, Service Provider has the right to sell the ordered product to a third party. In such cases, if Service Provider gets product back and User has already paid for it, Service Provider refunds purchase price - after deducting transaction costs. Delivery cost is not included in purchase price, so in such cases - which is not considered as exercising the right of withdrawal - will not be refunded.

11.4.2. User checks the amount and soundness of the ordered products at the spot of delivery, together with the existence of the necessary documents (invoice, directions for use, guarantee ticket in case the ordered item has commercial guarantee), and informs courier about possible damages, deficiency or other differences from what was ordered. If User notices any damages or differences on the products at delivery, Delivery Company must hand over products one by one, and register differences and damages on products on the spot. For damages caused during delivery, Delivery Company takes primary responsibility, however, if no specific person can be identified to be responsible, Service Provider is liable for damages or differences until the time of handing over products to User. If User does not check products at the time of delivery, his/her right to warranty does not change nor does the right of withdrawal without any explanation, they can practise them as described at Point 12.

11.4.3. Service Provider does not ensure the option of taking over any products at Service Provider's.

12. Defective performance, warranty, indemnity, right of withdrawal/termination

12.1. Defective performance

12.1.1. Service provider performs defective if products do not match quality standards of the time of contracting or as it is stated in law.

12.1.2. Service Provider does not perform defective if User knew about the fault at the time of contracting, or should have known about the fault at the time of contracting.

12.1.3. In case of purchase done by User considered as Consumer, it must be presumed that any faults discovered by User within six month after purchasing were present at the time of delivery, except if this assumption contradicts the nature of matters or the nature of fault. This practically means that in case of any faults discovered on the product within six month from the time of purchase, the burden of proof lies with Service Provider.

12.2. Liability for defects

12.2.1. User can initiate a demand of liability for defects against Service Provider, if latter performs inappropriately, based on the regulations of Civil Code.

12.2.2. User - based on their choice - can choose between the following liability for defects:

can ask for repair or replacement, except if any of these are impossible to perform or would mean a disproportionately high cost for Service Provider compared to other demands. If User has not or could not ask for repair or replacement, then proportional lowering of counter-service can be asked for or User can repair or have the product repaired paid by Service Provider, or User can desist from contract as well.

12.2.3. User may change from the right to liability for defects to another, however, the cost of this must be paid by User except if it was necessary or Service Provider has given a reason for it.

12.2.4. User considered as Consumer must communicate faults immediately after noticing them, or within no more than two months. (In case of contracts between Consumer and business, faults which are communicated within two months after being discovered, must be considered as faults communicated without delay. Entitled person is responsible for any damages that was caused by any delay in notice.) At the same time, Service Provider draws User's attention to the fact that User can not realize their right to liability for defects after two years of fulfilling contract. In case of second-hand products, this deadline is one year.

12.2.5. In case of User considered as Consumer makes a purchase, they can realize their demands related to liability for defects by communicating the fault, if User proves that product or service has been provided by Service Provider. However, User is obliged to prove that fault was already existent at the time of delivery if six months has already passed after accomplishment.

12.3. Product warranty

12.3.1. In case of faults with goods (products), User considered as consumer - based on their choice - can exercise their rights to liability for defects or product warranty.

12.3.2. According to product warranty demand, they can only ask for repair or replacement of faulty product.

12.3.3. Product is faulty if it does not meet valid quality standards at the time of

marketing or does not have the qualities described in the manual released by producer.

12.3.4. User may exercise their demand for product warranty within two years after producer marketed the product. After this deadline, this right is lost.

12.3.5. User can exercise their product warranty right against producer or distributor of goods. If User wants to exercise their demand for product warranty, it is their responsibility to prove the fault of the product.

12.3.6. Producer or Service Provider is freed from its commitment to fulfill product warranty demands only if they can prove that:

- product was not made or distributed during their business activities, or
 - fault could not be discovered at the time of marketing, taking into consideration scientific and technological developmental phases, or
 - fault of product is the result of an act or compulsory official regulation.
- Proving one reason by producer or Service Provider is enough.

12.3.7. User can not lay claim to liability for defects and also product warranty at the same time. However, in case of a successful claim for product warranty, User may exercise their demand for liability for defects concerning exchanged product or repaired part against producer.

12.4. Compulsory guarantee

12.4.1. According to Act V of 2013 of Civil Code of Government Regulation 151/2003. (IX.22) on 'compulsory guarantee of some durable consumer goods' and to NGM Regulation 19/2014. (IV.29) (hereafter NGM Regulation) on 'rules of procedure of handling remedies and guarantee claims of goods sold within the framework of a contract between customers and a businesses' Service Provider must give compulsory guarantee on some goods in case of defective execution towards User taken as Consumer

12.4.2. In case of new durable goods under the scope of Government Regulation 151/2003. (IX.22.) Service Provider has the obligation to provide a guarantee ticket with the goods. The guarantee period starts on the day User hands over the goods and finishes exactly one year later. In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies and it malfunctions during the one year long compulsory guarantee period User can implement the same claims against Service Provider as in case of liability for defects. User has the possibility - according to the order written under the title 'Liability for defects' - to ask for repair, replacement, discount or withdrawal of the contract.

12.4.3. In case there is a guarantee on the product purchased indemnity and guarantee can be implemented at the same time.

12.4.4. Service Provider can be exempted from the obligation of guarantee only in case it can be proved that the defect appeared after fulfillment.

12.4.5. In case there is no expressed written commitment Service Provider cannot ensure that the goods is available for every special purpose User might want to use. Service Provider has the right to have the indicated defect of the purchased goods checked by a special service. In case it comes to light that the defect is a result of a misuse of User will be charged with the cost of repairing. The commitment of guarantee does not cover cases in which the goods was taken apart, coverage was splitted or opened, its construction was changed by any unauthorized persons. Furthermore, guarantee does not cover defects that comes from:

- wrong installation,
- misuse,
- wrong place in service,
- skipping compulsory maintenance,
- physical damage.

12.4.6. In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies, Service Provider provides a guarantee ticket with the goods. The list of durable goods can be found in the Annex of Government Regulation 151/2003. (IX.22.). There is no obligation of compulsory guarantee on products outside the scope of this Annex

12.4.7. User cannot implement legal liability for defects and guarantee claim or product warranty and guarantee claim in the same time for the same defect. However, User has the right for guarantee independently of liability for defects or product warranty.

12.5. Right of withdrawal

12.5.1. User considered as Consumer can exercise their right of withdrawal within 14 days of takeover without any explanation concerning this contract.

12.5.2. Deadline for desist

a) in case of contract about sale and purchase of products: expires after 14 days counting from the day when User or a third person - apart from the delivery man - denoted by User takes over the product;

b) in case of more than one product: expires after 14 days counting from the day when User or a third person - apart from the delivery man - denoted by User takes over the product;

c) in case of providing a product consisting of more items or parts: on the day when User or third person -apart from the delivery man - denoted by User takes over the last item or part of product.

d) and in case of points a), b) and c) User may exercise their right of withdrawal between the day of contracting and the day of takeover.

12.5.3. If User wants to exercise its right of withdrawal, they must send an obvious declaration about withdrawal to one of Service Provider's contact channels.

Declaration of withdrawal can be made in any form, oral or written.

User can download and use a sample of declaration to exercise its right of withdrawal on the following link:

Withdrawal of declaration

or can copy its content from here:

...

Sample of withdrawal declaration

(Only fill in and send back if you have an intention to withdraw from the contract.)

Addressee: Goal Hungary Ltd.

Postal address: 16 Kada Elek Street, Kecskemét 6000 Hungary (6000 Kecskemét, Kada Elek utca 16.)

E-mail: info@totallsport.com

..... as undersigned I declare that I exercise my right of withdrawal concerning the contract of sale and purchase of the following product(s):

Time of contracting/time of takeover:

Name of consumer:

Address of consumer:

Signature of consumer (exclusively in case of a written declaration):

Date:

...

User exercises their right of withdrawal in time if they send a written withdrawal declaration or gives an oral notice on the day of deadline. It is User's responsibility to exercise their right of withdrawal in an appropriate form and keep deadlines described here.

12.5.4. Opening further packaging other than hygienic packaging does not foreclose exercising the right of withdrawal. Regarding products other than goods with hygienic packaging, opened packaging and usage of product related to diagnosing its character and functioning do not foreclose exercising the right to desist.

12.5.5. Returning products must be organized and covered by User and can be done in person, after having arranged an appointment with the customer service.

12.5.6. In case of withdrawal, Service Provider must refund the price of product and cost of delivery to User.

12.5.7. User can not exercise their right of withdrawal if:

- products delivered in closed packaging , cannot be returned after being opened because of health or sanitary conditions,
- in case of non-pre-manufactured products that has been produced based on User's specific demands and requests, or has been explicitly customized to User's needs,
- furthermore, in cases of purchasing sound and picture recordings in closed packaging, or a copy of computer software, if User has opened packaging after handover (before opening packaging, the right of withdrawal can be exercised).

12.6. Legal effects of withdrawal

12.6.1. If User withdraw from the contract Service Provider refunds all counter-services accomplished by User immediately or no more than within 14 days after arrival of User's withdrawal declaration, including delivery costs (except for extra fees that have arisen because User has chosen a more expensive delivery option than Service Provider usually offers at the lowest price). During refund, Service Provider uses the same form of payment as in original transaction, except when User explicitly consents to using a different form of refund, and User does not have to bear any extra costs as a result. In case of sale and purchase contracts, Service Provider can withhold refund as long as it has not received product, or User has not proven that they sent the product back: the earlier date must be attended to.

12.6.2. User must return or hand over the product without any unreasonable delay to Service Provider, but within 14 days after the arrival of their withdrawal declaration. Deadline is considered to be kept if they send product before the 14-day deadline is over. User bears the direct cost of returning the product.

12.6.3. User can only be taken responsible for devaluation of product if usage has exceeded the level of reasonable use in order to diagnose the character, qualities and functioning of product. This regulation can only be applied to products other than goods with sanitary packaging.

13. Exclusion of liability

13.1. Service Provider is not bound by contracting commitment grounded in law. It makes decisions freely about accepting or refusing Users orders and registration. Service Provider does not take responsibility for any damage arising from these.

13.2. Service Provider does not guarantee that User can use products for any intended purposes. Guidelines given in description of products and user's manuals are normative. However, Service Provider cannot be taken responsible for any deviance resulting from concrete circumstances of usage.

13.3. Service Provider does not take any responsibility for direct and indirect damages

resulting from malicious use of the website or inaccessibility of Internet service provider. Service Provider cannot be held responsible for technical disturbances, for example power or computer network failure. Considering the fact that the Internet is an open, unsafe network, Service Provider is not liable for damages caused by consummation, delayed arrival or other faults of messages and orders that have been sent in an electronic form.

13.4. Service Provider may abolish the possibility to use the website for certain Users, or for all Users at any time without any explanation by finishing the operation of website. In such cases it fulfills valid and accepted orders and other requests of Users, however, it is not liable for other possible consequences.

13.5. Images of products and services may differ from reality, in some cases they are illustrations. Service Provider is not liable for possible previously unannounced changes in technical manuals which are beyond its control and made by a producer or a supplier.

13.6. If User has provided data of order erroneously and/or not precisely, Service Provider is not liable for delays or other problems, faults and damages as result of these.

13.7. Contents downloaded by following external references on the website are not influenced by Service Provider. Based on authorized party's request, Service Provider deletes or modifies links. Service Provider does not take any responsibility for contents appearing after using such link or downloading any contents.

14. Other regulations

Service Provider reserves the right concerning legal protection related to contents found at website and regulations about using website, enforcement and change of regulations in case of Users who have not registered or ordered anything but are browsing website. Rules and declaration about this can be found continually at website in Legal Declaration, in present TC and further informative documents.

15. Data processing and data protection

Information about Service Provider's processing activities can be found in "Privacy Policy" and "Cookies Policy".

16. Modifying contractual conditions

16.1. Service Provider reserves the right to modify contractual conditions unilaterally without any prior notice and notification.

16.2. Contractual conditions that applies to contracts based on individual orders are

always attached to the contract's final reconfirmation - that creates the contract itself.

17. Normative law, legal disputes

17.1. Contractual partners declare that they act based on the requirements of good-will and fairness in co-operation while exercising their rights and fulfilling their requirements sequence to present contractual conditions

17.2. Contractual partners mutually co-operate in order to settle possible affairs out of court in the shortest time and cheapest possible way. If this is not effective, User may start a lawsuit at venue court of Service Provider's headquarters, Kecskeméti Járásbíróság (Kecskemét County Court) in Hungary.

17.3. In questions not settled in present contract these provisions of Hungarian and Community legislation and regulations are normative:

- 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

In addition, these Hungarian regulations:

- Act V of 2013 on the Civil Code (CC hereafter) (Polgári Törvénykönyvről szóló 2013. évi V. törvény)

- Act CLXIV of 2005 on Commerce (a kereskedelemről szóló 2005. évi CLXIV. törvény),

- Act CLV of 1997 on Consumer Protection (a fogyasztóvédelemről szóló 1997. évi CLV. törvény),

- Government Decree 45/2014 (II 26) on Detailed Rules of Contracts between Customers and Business (a fogyasztó és a vállalkozás közötti szerződések részletes szabályairól szóló 45/2014. (II. 26.) Korm. rendelet),

- Act XLVIII of 2008 on Basic Conditions and Certain Limitations of Economic Advertising Activities (a gazdasági reklámtevékenység alapvető feltételeiről és egyes korlátairól szóló 2008. évi XLVIII. törvény),

- Act CVIII of 2001 on Some Questions about Electronic Commercial Services and Services Related to Information Society (az elektronikus kereskedelmi szolgáltatások, valamint az információs társadalommal összefüggő szolgáltatások egyes kérdéseiről szóló 2001. évi CVIII. törvény),

- Decree No. 19/2014 (29th IV) by the Ministry for National Economy on Regulations Concerning the Process of Handling Warranty and Indemnity Claims Related to Products Sold by Businesses to Consumers Based on a Contract (a fogyasztó és vállalkozás közötti szerződés keretében eladott dolgokra vonatkozó szavatossági és jótállási igények intézésének eljárási szabályairól szóló 19/2014. (IV. 29.) NGM rendelet).

18. Complaint, prosecution of law, supervision of Service Provider

18.1. Complaint

18.1.1. User may complain to Service Provider in letter, on the phone and in an e-mail about problems with Service Provider's services, members, employees or about attitude, activity or default related to distribution and sale of product to User and quality of product using the following channels:

Goal Hungary Kft.

Address: 16 Kada Elek Street, Kecskemét, 6000 Hungary (Magyarország, 6000 Kecskemét, Kada Elek utca 16.)

Telephone number: +36 70 386 25 28

E-mail address: info@totallsport.com

Service Provider examines oral complaints immediately, if necessary, acts at once. Should this not be possible or User does not agree, and written complaints are replied to within thirty days in written form.

18.1.2. Possibility of turning to a conciliator

User (consumer) can ask for the proceedings of a conciliator without any charge regarding the quality, safety of products, applying product responsibility rules, quality of services, furthermore, contracting between parties and accomplishment of contract.

If consumer does not have a place of residence or a place of stay in Hungary:

In international legal disputes between consumers and merchandisers related to online sale and purchase or service contracts, Budapesti Kereskedelmi és Iparkamara (Chamber of Commerce Budapest) and Budapesti Békéltető Testület (Conciliator Body Budapest) are entitled to act in Hungary. Channels to Budapesti Kereskedelmi és Iparkamara (Chamber of Commerce Budapest) and Budapesti Békéltető Testület (Conciliator Body Budapest) can be found at the site <https://www.bekeltetes.hu/index.php?id=testuletek&pid=1&mid=1> or can be read here:

Budapest Békéltető Testület (Conciliator Board Budapest)

Address: 1016 Budapest, Krisztina krt. 99. III.em. 310. (99 Krisztina Bld. , 3rd floor 310, Budapest 1016)

Telephone: +36 1 488 2186

Fax: +36 1 488 2186

E-mail: bekelteto.testulet@bkik.hu

Website: <http://bekeltet.hu>

If Consumer has a place of residence or place of stay in Hungary, chamber of commerce and conciliator boards operating in that county (or in the capital) are entitled to act. Contact information of these conciliator boards can be found here:

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

Service Provider must co-operate in the proceedings of a conciliator board.

Consumer can ask for a different conciliator board than the ones indicated above.

Conciliator body entitled to act based on Service Provider's headquarters is:

Bács-Kiskun Megyei Kereskedelmi és Iparkamara mellett működő Békéltető Testület

(Bács-Kiskun County Chamber of Commerce Conciliator Board)

Address: 6000 Kecskemét, Árpád krt. 4. (6000 Kecskemét, Árpád Blvd. 4)

Telephone: + 36 76/501-525, + 36 76/501-532

Fax: + 36 76/501-538

E-mail: bekeltetes@bacsbekeltetes.hu

Website: www.bacsbekeltetes.hu.

Conciliator boards operate independently beside county (or metropolitan) chambers of commerce. They are competent to deal with consumers' legal disputes as described above out of court: they try to reach agreements, and if this is unsuccessful, make a decision in order to provide enforcement of consumer rights in an easy, effective and cost-saving way.

Conciliator boards give advice to consumers and businesses about rights and obligations of consumers.

18.1.3. If User lives in the European Union, they may draw on the online device of the European Commission to sort out disputes regarding products and services bought on the Internet.

Online device of the European Commission to sort out disputes

Website: <https://webgate.ec.europa.eu/odr>

The EU has created this Internet-based platform for consumers who want to make complaints about products or services bought online, and would like to ask a neutral third party (a conciliator board) to handle their complaints.

You can find further details about the online dispute management platform, its usage and the way disputes are handled on a website accessible through the link above.

18.1.4. User can ask for the proceedings of a district bureau in the county town in their area of residence, as consumer protection authority, concerning complaints about quality of product, as well as complaints about attitude, activities or faults of Service Provider (its members, employees), quality of services and application of regulations about responsibility. The website <http://jarasinfo.gov.hu> gives information about channels to competent district bureaus for each district.

User may also communicate their complaint to the authority for consumer protection in

the district of Service Provider's headquarters:

**Bács-Kiskun Megyei Kormányhivatal Kecskeméti Járási Hivatala
Közlekedési és Fogyasztóvédelmi Főosztály Fogyasztóvédelmi Osztály**

(Bureau of Bács-Kiskun County, Major Department of Vehicular and Consumer Protection, Department of Consumer Protection)

Address: 6000 Kecskemét, Szent István krt. 19/A. (19/A Szent István Blvd. Kecskemét 6000)

Postal address: 6000 Kecskemét, Szent István krt. 19/A.(19/A Szent István Blvd. Kecskemét 6000)

Telephone: +36 76/795-710

Fax: +36 76 795 721

E-mail: fogyasztovedelem@bacs.gov.hu

Website: http://bkmkh.hu/fogyasztovedelmi_osztaly

18.2. Supervision

18.2.1. Registration number of activity registered by commerce authority and name of authority:

126.

Channels to authority:

Notary of Helvécia Municipality (Helvécia Nagyközség Jegyzője)

Address: 42 Sport Street, Helvécia 6034 (6034 Helvécia, Sport utca 42.)

Telephone number: +36 76 579 084

Fax number: +36 76 579 050

E-mail address: hivatal@helvecia.hu

Web page: <http://www.helvecia.hu/>

18.2.2. User may exercise their opportunities to enforce their rights based on Act V of Civil Code from 2013 and regulations of GDPR at court, as well as turn to the National Authority for Data Protection and Freedom of Information:

**Nemzeti Adatvédelmi és Információszabadság Hatóság
(National Authority for Data Protection and Freedom of Information)**

Address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c. (1125 Budapest, Szilágyi Erzsébet Avenue 22/c)

Postal address: 1530 Budapest, Pf.: 5. (1530 Budapest, P.O. Box.: 5)

Telephone: +36 1 391 1400

Fax: +36 1 391 1410

E-mail: ugyfelszolgalat@naih.hu

Website: <http://www.naih.hu/>

If court procedure has been chosen - according to concerned User's choice - a lawsuit can be initiated at the court of justice in concerned party's place of residence or place of stay, as consideration lies in the competence of court of justice.

2020.03.22.

Goal Hungary Kft.