

Fogyasztóvédelmi tájékoztató

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

1. Consumer Protection Policy

Business Provider

We inform You that this website is run 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.)

E-mail address: info@totallsport.com

(Business Provider hereafter).

Present website and webpages as well as its subpages are accessible through this Internet address: <https://totallsport.com/>

2. Defective performance

Business Provider performs defectively if products do not match quality standards of the time of contracting or as it is stated in law.

Business Provider does not perform incorrectly if You knew about the fault at the time of contracting or must have known about the fault at the time of contracting.

It must be presumed that faults discovered within six month of purchase were present at the time of performance, except if this assumption contradicts the nature of matters or the nature of fault. This practically means that in case the fault(s) is discovered within six month of purchase, the burden of proof lies with Business Provider.

3. Liability for defects

You may initiate a demand of liability for defects against Business Provider if latter performs inappropriately based on the regulations of Civil Code.

You - based on your own choice - can choose between the following liability for defects:

You can ask for repair or replacement, except if any of these are impossible to perform or would mean a disproportionately high cost for Business Provider compared to other demands. If you have not or could not ask for repair or replacement, then proportional lowering of counter-service can be asked for or you can repair or have the product repaired on the expense of Provider, or you can desist from contract as a last resort.

You can change from the right to liability for defects to another, however, You must pay the cost of this, except if it was necessary, or Business Provider has given a reason to it.

You must communicate faults immediately after noticing them, or within no more than two months. At the same time, Service Provider draws User's attention to the fact that you can not realize your right to liability for defects after two years of fulfilling of the contract. In case of second-hand products, this deadline is one year.

You can realize your demands related to liability for defects by communicating the fault, if you prove that product or service has been provided by Business Provider. However, you are obliged to prove that fault was already existent at the time of delivery if six months has already passed after accomplishment.

4. Product warranty

In case of faults with goods (products), you can exercise your rights to liability for defects (See Point 3) or product warranty.

According to product warranty demand, You can only ask for repair or exchange of faulty product.

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.

You may exercise Your demand for product warranty within two years after producer marketed the product. After this deadline this right is lost.

You can exercise Your product warranty right against producer or distributor of goods. If You want to exercise Your demand for product warranty, it is Your responsibility to prove the fault of the product.

Producer or Business Provider are freed from their commitment to fulfill product warranty demands only if they can prove that:

- product was not made or distributed during their Business Provider 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 a Act or compulsory official regulation.

Proving one reason by producer or Business Provider is enough.

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

5. Compulsory Guarantee

According to Act V of 2013 of Civil Code of Government Regulation 151/2003. (IX.22) on 'compulsory warranty of some durable consumer goods' and to NGM Regulation 19/2014. (IV.29) (hereafter NGM Regulation) on 'rules of procedure of handling remedies and warranty claims of goods sold within the framework of a contract between customers and a businesses' Service Provider must give compulsory warranty on some goods in case of defective execution towards Consumer for durable consumer goods under the scope of Government Regulation 151/2003. (IX.22). The list of durable goods can be found in the Annex of Government Regulation 151/2003. (IX.22.). (The up-to-date text of the Regulation can be reached on the following link:
http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=a0300151.kor).

There is no obligation of compulsory guarantee on products outside the scope of this Annex.

Duration of warranty:

- A period of one year in case the sales price is more than 10 000 HUF but no more than 100 000 HUF,
- A period of two years in case the sales price is more than 100 000 HUF but no more than 250 000 HUF,
- A period of three years in case the sales price is more than 250 000 HUF.

The period of warranty starts on the day when the product is handed over to User or in case installing is done by Service Provider or his agent the starting point is the day of installing.

In case installing of the product happens by User or his/her agent more than six months after the day of handover, the period of warranty starts on the day the product was handed over.

In case of repairing consumer goods the period of warranty is prolonged from the day of handover by the period User was unable for intended use of consumer goods because of its failure.

In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies and it malfunctions during the law justify compulsory warranty 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. In case Service Provider does not undertake to repair or replace the product or is not able to meet his commitment determined by law or User has no more interest in repairing or replacing, User has the right to withdraw from the contract.

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

User's request for repair can be done at the headquarter of Service Provider, at any of Service Provider's establishments, branches or at repairers indicated in the warranty ticket given by Service Provider based on User's choice.

Warranty claim can be enforced by presenting warranty ticket but returning the opened packaging is not a condition.

In case Service Provider failed to give a warranty ticket at the time of purchase, User can exercise his/her right of warranty by presenting the sales note of the purchase (invoice or receipt)

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

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 warranty does not cover cases in which the goods was taken apart, coverage was split or opened, its construction was changed by any unauthorized persons. Furthermore, warranty does not cover defects that comes from:

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

In case the ordered product is new durable goods on which Government Regulation 151/2003. (IX.22x) applies, Service Provider provides a warranty ticket with the goods or sends an electronic warranty ticket bearing and electronic signature and also ensures its availability via downloading. Service Provider is obliged to transfer the warranty ticket via electronic means no later than the following day of handover or installation. In case User can reach the warranty ticket via downloading, Service Provider is obliged to make sure that the warranty ticket could be reached and downloaded unchanged until the end of the warranty period.

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.

In case Service Provider ascertains during the first repair that the product cannot be repaired, Service Provider is obliged to change the product within eight days unless otherwise specified by User. In case it is not possible, Service Provider is obliged to pay the sales price back - which is seen on the certificate confirming payment presented by User - to User within eight days.

In case the product has been already repaired three times during the period of warranty and it fails again and User does not claim the proportional reduction of sales price or does not want that Service Provider repairs or gets the product repaired at his own expense, Service Provider is obliged to replace the product or - if replacing is not possible - pay the sales price back within eight days.

In case User has a warranty claim but the product is not repaired within 30 days, Service Provider is obliged to replace or - if replacing is not possible - pay the sales price back within eight days of that date.

User cannot implement legal liability for defects and warranty claim or product guarantee and warranty claim in the same time for the same defect. However, User has the right for warranty apart from eligibility comes from 3rd and 4th Points. independently of liability for defects or product warranty.

6. Right of withdrawal

Consumers can exercise their right of withdrawal within 14 days without any explanation concerning this contract.

Deadline of withdrawal

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

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

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

d) and in case of points a), b) and c) you can exercise your right of withdrawal between the day of contracting and the day of takeover.

Withdrawal declaration can be made in any form, orally or written.

If You want to exercise Your right of withdrawal, You must forward an obvious declaration of withdrawal to one of Business Provider's contact channels.

Goal Hungary Ltd.

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

You can use a declaration sample to exercise your right of withdrawal on the following link:

Desistance 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 Kft.**

Postal address: 16 Kada Elek Street, Kecskemét 6000 Hungary (Magyarország, 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:

...

You exercise Your right of withdrawal in time if they send a written withdrawal declaration or gives an oral notice on the day of deadline. It is your responsibility to exercise your right of withdrawal in an appropriate form and keep deadlines described

here.

Opened packaging and usage of product related to diagnosing its character and functioning do not foreclose exercising the right of withdrawal.

Legal effects of withdrawal

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

You must return or hand over the product without any unreasonable delay to Business 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. You bear the direct cost of returning the product.

You 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.

You must organize and cover the return of the products in person, after having arranged an appointment with customer service.

In case of withdrawal, Business Provider must refund the price of product and cost of carriage to You.

You can not exercise Your right of withdrawal if:

Consumers can not exercise their right of withdrawal based on Edict 45/2014 (II 26) §29 (1) (45/2014. (II. 26.) Korm. rendelet 29. § (1)):

- products delivered in closed packaging, cannot be returned after being opened because of health or sanitary conditions (right of withdrawal can be exercised before opening the package),
- 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).

7. Possibilities of making a complaint, conciliator forums

We are informing You about the possibilities of making complaints and turning to a conciliator body by referring to related regulations of general terms and conditions.

7.1. You can complain to Business Provider in a letter, on the phone and in an e-mail about problems with Business Provider's services, members, employees or about its attitude, activity or default related to distribution and sale of product to You and quality of product using the following channels:

Goal Hungary Ltd.

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

Postal 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

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

7.2. You (consumer) may ask for the proceedings of a conciliator body without any charge regarding the quality, safety of products, applying product responsibility rules, quality of service, furthermore, contracting between parties and accomplishment of contract.

If consumer does not have place of residence or commorancy 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:

Budapesti Békéltető Testület

(Conciliator Body Budapest)

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

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 commorancy in Hungary, chamber of commerce

and conciliator bodies operating in that county (or in the capital) are entitled to act. Contact information of these conciliator bodies can be found here: <https://www.bekeltetes.hu/index.php?id=testuletek>.

Business Provider must co-operate in the proceedings of a conciliator body.

Consumer might ask for a different conciliator body than the ones indicated above.

Conciliator body entitled to act based on Business Provider's headquarter:

Bács-Kiskun Megyei Kereskedelmi és Iparkamara mellett működő Békéltető Testület

(Conciliator Body operating beside Bács-Kiskun County Chamber of Commerce)

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

Telephone: +36 76/501-525, + 3676/501-532

Fax: +36 76/501-538

E-mail: bekeltetes@bacsbekeltetes.hu

Website: <http://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.

7.3. If You live in the European Union, You can 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 body) to handle their complaints.

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

7.4. You 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 Business Provider (its members, employees), quality of service and application of regulations about responsibility. The website <http://jarasinfo.gov.hu> gives information about channels to

competent district bureaus for each district.

You may also communicate their complaint to the authority for consumer protection in the district of Business 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: Magyarország, 6000 Kecskemét, Szent István krt. 19/A. (19/A Szent István Blvd. Kecskemét 6000 Hungary)

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

Telephone: +36 76/795-710

Fax: - +36 76 795 721

E-mail: fogyasztovedelem@bacs.gov.hu

Website: http://bkmkh.hu/fogyasztovedelmi_osztaly

7.5. Supervision concerning data management

You can exercise your opportunities to enforce your rights based on Act V of Civil Code from 2013 and regulations of GDPR at court, as well as turn to **Nemzeti Adatvédelmi és Információszabadság Hatóság (National Authority for Data Protection and Freedom of Information)**:

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

Address: 9-11. Falk Miksa Street, Budapest 1055 Hungary (Magyarország, 1055 Budapest, Falk Miksa utca 9-11.)

Postal address: P.O. Box 9 Budapest 1363 Hungary (Magyarország 1363 Budapest, Pf. 9.)

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 your 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.

2021.01.08.

Goal Hungary Kft.