

General terms and conditions

1. INTRODUCTION

These General Terms and Conditions contain the conditions for the use of the service available on the blitzwolfeurope.com website (hereinafter: website) by the user (hereinafter: User). The technical information required for the use of the website, which is not included in these GTC, is provided by the information available on the website. By using the website, the User / Consumer acknowledges and accepts the provisions of these GTC.

The last modification of the General Terms and Conditions: 2024 12.28.

2. The Service Provider

Name: Generation-Tech Kft.
Headquarters: 2112 Veresegyház, Mező utca 12.
Name of the representative: Bence Fábíán
Name of the Registrar: Registry Office of the Budapest District Court
EU Tax number: HU28764553
Account managing financial institution: Raiffeisen Bank
Account number: HU27120210060173986200100009
E-mail address: info@blitzwolf.hu
Phone number: +36 70 224 90 89

3. Activity on the Website

This website is designed to showcase and sell premium quality electronic products and accessories manufactured by BlitzWolf or BlitzWolf's suppliers.

4. Terms of use

4.1. Responsibility

The User may use the website only at his own risk and accepts that the Service Provider shall not be liable for property and non-property damages incurred during use due to intentional, gross negligence or crime, as well as for breach of contract damaging life, limb or health. In addition.

The Service Provider excludes all liability for the conduct of the users of the website and that the User is fully and exclusively responsible for his own conduct.

The User is obliged to ensure that the use of the website does not infringe the rights of third parties or the law, either directly or indirectly.

The Service Provider is entitled, but not obliged, to check the content (for example, posts) made available by the Users during the use of the website, and the Service Provider is entitled, but not obliged, to look for signs of illegal activity and is not responsible for them.

4.2. Copyrights

The entire website (texts, images, graphic elements, etc ...) is protected by copyright, so it can be copied and modified for commercial purposes only with the written consent of the author!

5. Relevant legislation

Consumer Guarantees in the European Union

4.1 Emergency Ordinance No. 34/2014 on consumer rights in contracts concluded with professionals

This ordinance regulates consumer rights in the case of online and offline purchases, including the right to withdraw from the contract within 14 calendar days of receiving the product, without the need for justification.

4.2 Law No. 449/2003 on the sale of products and associated guarantees

This law establishes the legal framework for the legal guarantee of conformity, which is 2 years for electronic products. It also regulates the seller's obligations in the event of non-conformity of products.

4.3 Emergency Ordinance No. 140/2021 on certain aspects relating to contracts for the sale of goods

This ordinance amends and supplements existing legislation, adapting it to the new European directives on the sale of goods and the guarantees associated with them.

4.4 Law No. 365/2002 on electronic commerce

This law regulates electronic commerce activities, including the obligations of service providers and the protection of consumers' personal data.

4.5 Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (GDPR)

This European regulation is also applicable in Romania and regulates how consumers' personal data must be collected, stored and processed by online stores.

4.6 Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods

This European directive, transposed into national law by Emergency Ordinance No. 140/2021, establishes minimum requirements for legal and commercial guarantees offered to consumers.

For more information, you can access:

[File a complaint at EU level - European Commission \(europa.eu\)](https://ec.europa.eu/consumers/odr/)

Placing an order is considered an electronically concluded contract for which Act CVIII of 2001 on certain issues of electronic commerce and information society services. the provisions of the law apply accordingly. The contract is subject to Government Decree no. 45/2014 (II.26.) On detailed rules for consumer and business contracts and taking into account the provisions of Directive 2011/83 / EU of the European Parliament and of the Council on consumer rights. The legal relations of the Seller with the entrepreneur not expressly regulated are governed by the relevant provisions of Act 2001. CVIII. law ("Elkertv.")

6. Right of withdrawal

6.1 Information on the Buyer / Consumer's Right of Withdrawal

If you wish to exercise your 14-day right of withdrawal, please fill out the "[Return Form](#)" form on our website and we will send you detailed instructions on how to return the product and the related rights by automatic email.

As a consumer, Civil Code 8:1. According to § 1, item 3, only a natural person acting outside the scope of his profession, self-employment or business activity is considered, so legal entities cannot exercise the right of withdrawal without justification!

45/2014. (II. 26.) According to § 20 of the Government Decree, you have the right to cancel without giving reasons. The consumer has the right of withdrawal

a) in the case of a contract for the sale of a product

aa) of the product,

ab) when buying and selling several products, if each product is delivered at a different time, until the last product delivered,

can be exercised within the period starting from the date of receipt by the consumer or a third party, other than the carrier indicated by him, a period of 14 days.

The provisions of this clause do not affect the consumer's right to exercise the right of withdrawal specified in this clause during the period between the date of conclusion of the contract and the day of receipt of the product.

If the consumer has made an offer to conclude the contract, the consumer has the right to withdraw the offer before the conclusion of the contract, which puts an end to the binding nature of the offer covering the conclusion of the contract.

Declaration of withdrawal, exercise of the consumer's right of withdrawal or termination

45/2014, the consumer (II. 26.) You can exercise your right guaranteed in § 20 of the Government Decision by a clear declaration to this effect, by e-mail, by telephone or in the simplest way, by filling out our online form, which can also be found on the website and in the automatic order confirmation: [Withdrawal from the contract](#)

6.2 Validity of the consumer's declaration of withdrawal

The right of withdrawal is deemed to have been exercised within the deadline if the consumer's declaration is submitted within the deadline. The deadline is 14 days. (In the case of individual evaluation, the product can be returned even after 14 days, provided that the individual amount is reimbursed)

The consumer has the burden of proving that he has exercised his right of withdrawal in accordance with this provision.

The Seller is obliged to confirm the consumer's declaration of withdrawal on an electronic data carrier after its arrival.

Obligations of the Seller in the event of cancellation by the consumer

Obligation of the Seller to refund

If the consumer is the 45/2014. (II. 26.) withdraws from the contract in accordance with § 22 of the Government Decree, the Seller shall refund the entire amount paid by the consumer for onerous purposes, including the costs incurred in connection with the execution, including the delivery fee, also within fourteen days at the latest from the receipt of the returned product. Please note that this provision does not apply to additional costs caused by choosing a mode of transport other than the least expensive standard mode of transport.

6.3 Method of the Seller's refund obligation

45/2014. (II. 26.) In the event of withdrawal or termination in accordance with § 22 of the Government Decree, the Seller shall reimburse the amount due to the consumer in the same manner as the payment method used by the consumer. Based on the express consent of the consumer, the Seller may use another payment method for the reimbursement, but the consumer may not be charged any additional fees as a result. The Seller is not liable for delays due to a bank account number or postal address provided incorrectly and/or incorrectly by the Consumer.

Additional costs

If the consumer expressly chooses a mode of transport other than the least expensive usual mode of transport, the Seller is not obliged to reimburse the resulting additional costs. In such a case, we are obliged to reimburse up to the indicated general delivery charges.

Right of retention

The Seller may withhold the amount due to the consumer until the consumer has returned the product or has proven beyond doubt that he has returned it; of the two, the earlier date must be taken into account. We cannot accept items sent in cash on delivery or by mail.

In case of withdrawal or termination of the consumer's obligations

Return of the product

If the consumer is the 45/2014. (II. 26.) In accordance with § 22 of the Government Decree, he withdraws from the contract, he is obliged to return the product immediately, but no later than fourteen days from the notification of withdrawal, or to hand it over to the Seller or to a person authorized by the Seller to receive the product. The return is considered completed

within the deadline if the consumer sends the product before the deadline.

6.4 Direct costs of returning the product

The consumer bears the direct cost of returning the product. The product must be returned to the Seller. If the consumer terminates the service contract concluded off-premises or between absent parties after the start of the service, he is obliged to pay the company a fee proportional to the service provided up to the date of notification of termination to the company. The amount to be paid proportionally by the consumer must be determined on the basis of the total amount of the consideration established in the contract plus tax. If the consumer proves that the total amount thus determined is excessively high, the proportional amount must be calculated on the basis of the market value of the services provided up to the date of termination of the contract. Please note that we cannot accept a product returned in cash on delivery or by mail. If the consumer returns a product for which the right of withdrawal cannot be exercised, he must pay 15 EUR handling plus current postal charges.

6.5 Consumer responsibility for depreciation

The consumer is responsible for depreciation resulting from use that exceeds the use necessary to determine the nature, properties and functioning of the product. It is the Seller's duty to determine the depreciation, which he informs the consumer about in electronic or printed form. In practice, the product must be returned in a condition in which we ourselves would buy it new. Unpacking is considered a test: - if the packaging is not damaged, the product remains without scratches and there is no visible dirt - it is considered to be in new condition. If one of these is not met, a depreciation of up to 50% may be charged.

6.6 The right of withdrawal cannot be exercised in the following cases

The Seller specifically draws your attention to the fact that you cannot exercise your right of withdrawal according to Emergency Ordinance no. 34/2014 2: In cases covered by Directive (EU) 2011/83:

1. Emergency Ordinance No. 34/2014 on consumer rights in contracts concluded with professionals

2. Directive (EU) 2011/83 on consumer rights

This European directive harmonises consumer rights throughout the European Union. The exceptions to the 14-day right of withdrawal are similar to those provided for in every European country's law:

Services that have been fully performed, if the performance has begun with the express prior consent of the consumer and after he has confirmed that he has become aware that he will lose his right of withdrawal once the contract has been fully performed.

Goods or services whose price depends on fluctuations in the financial market that the professional cannot control and which may occur during the withdrawal period.

Goods that are likely to deteriorate or expire quickly.

Sealed goods that cannot be returned for health protection or hygiene reasons and that have been unsealed by the consumer. (for us, such products usually include headphones and earphones, sunglasses and monitor glasses, watches and smartwatches) - all kind of products what are directly touch to human skin.

Goods that are, after delivery, according to their nature, inseparably mixed with other items.

Sealed audio or video recordings or sealed computer programs that have been unsealed after delivery.

Newspapers, periodicals and magazines, except subscription contracts for the supply of such publications².

These regulations ensure that consumers are correctly informed about their rights and exceptions when purchasing products or services online or offline.

7. Warranty and Guarantee

7.1 Validation of warranty and guarantee claims

A warranty and guarantee claim can be initiated by returning the product, however, we recommend that you contact one of our contact details and fill out our [Complaint Handling Form](#) before returning it.

Contact details:

Name: Fábíán Bence

Mailing address: 2112 Veresegyház, Mező utca 12

E-mail address: info@blitzwolf.hu

Telephone number: +36 70 224 90 89

7.2 In what cases can you claim the warranty?

Government Decree 151/2003. (IX. 22.) on the mandatory warranty for certain durable consumer goods. On the basis of the decree, the Seller is obliged to provide a warranty in the case of the sale of new durable consumer goods listed in the annex to the decree (e.g. technical goods, tools, machines), as well as their accessories and components within the scope specified therein (hereinafter - in this point - collectively referred to as consumer goods).

What rights and within what time limit are you entitled to under the warranty? Warranty rights

According to Government Decree 151/2003. (IX. 22.), the Buyer may, as a general rule, make a warranty claim against the Seller for repair and, in the cases listed in the "Rules related to the handling of warranty claims", for replacement and for the purchase price to be bought back for another product.

The Buyer may, at his/her choice, assert his/her claim for repair at the Seller's registered office or at any of its locations. The method of reporting a warranty claim is to fill out the Complaints Handling Form. After filling in the form, the system will send you an e-mail with information on the steps to validate the warranty claim.

7.3 Validation deadline

The warranty claim can be validated during the warranty period, the warranty period according to Government Decree 151/2003. (IX. 22.):

a) two years for a sales price of HUF 10,000 but not exceeding HUF 250,000,

b) three years for a sales price of HUF 250,000 or more.

Failure to meet these deadlines will result in forfeiture of rights, however, in the event of repair of the consumer product, the warranty period is extended from the date of handover for repair by the time during which the Buyer was unable to use the consumer product as intended due to the defect.

The warranty period begins upon delivery of the consumer product to the Buyer, or if the installation is carried out by the Seller or its agent, on the date of installation.

If the Buyer puts the consumer product into operation more than six months after delivery, the warranty period begins on the date of delivery of the consumer product.

7.4 Rules for handling warranty claims

When handling a repair, the Seller must strive to complete the repair within 15 days. The deadline for repair begins upon receipt of the consumer product.

If the duration of the repair or replacement exceeds fifteen days, the Seller must inform the Buyer of the expected duration of the repair or replacement.

If during the warranty period the Seller discovers a defect in the consumer product, but the consumer product cannot be repaired, the Seller is obliged to replace the consumer product within 15 days of the defect being discovered. If it is not possible to replace the consumer product (e.g. the product has expired), the Seller is obliged to redeem the purchase price indicated on the proof of payment of the consumer product presented by the consumer - an invoice or receipt issued under the General Value Added Tax Act - for any product sold by the company (coupon creation). The purchase price cannot be refunded.

7.5 Warranty inspection process

The Seller bears the cost of returning the product as described in the email received after filling out the [Complaint Management Form](#). If during the inspection it is determined that the returned product is not defective, because no malfunction can be detected, or the suspected defect was caused by improper use, or the product does not meet the characteristics expected by the Buyer, but that expectation goes beyond the capabilities described on the website, or the product was not purchased from the Seller, then the inspection fee (5,000 HUF + VAT) and the highest delivery cost (round-trip shipping) will be charged to the Buyer upon return, which can be paid by cash on delivery or advance payment upon return.

The Seller, as the first European distributor of the product, is entitled and obliged to carry out the inspection of the product. If the product is nevertheless purchased outside of EU, the Seller contacts the first appropriate distributor and requests a warranty inspection of the product.

The Seller shall send the warranty claim inspection report to the Buyer by e-mail. If the Seller grants the warranty claim, it reserves the right to settle the Buyer's warranty claim without an inspection report.

By accepting the GTC, the Buyer agrees that the information may be provided electronically or in another manner suitable for proof of receipt by the Buyer.

7.6 When is the Seller exempted from its warranty obligation?

There is no warranty obligation in the case of defects that cannot be considered defects resulting from defective performance under the Civil Code. In view of this, the warranty cannot be enforced in particular if: the alleged defect or damage is due to unsuitable operating conditions or materials incompatible with the nature of the device. There is also no warranty obligation in the event of

damage during transport, damage during improper installation and assembly, damage resulting from improper use, damage resulting from use other than domestic use and damage resulting from disregard or improper compliance with the instructions in the assembly and operating instructions.

There is also no warranty obligation for defects or damage resulting from electrochemical processes caused by chemicals or water and defects or damage caused by abnormal natural processes occurring after the performance of the sales contract (or commissioning).

The warranty cannot be enforced if:

- (i) the repair or any intervention is carried out by persons not authorized by us, or
 - (ii) the device is not equipped with original spare parts, accessories or accessories,
- and either of the two above cases caused the device to fail.

Also not covered by the warranty are parts that are subject to use or other natural wear, e.g. batteries, or the product was not purchased from the Seller.

7.7 Regarding the products contain batteries

The products we sell many products have LiPo, Li-ion, or LiFe batteries. In the case of a battery warranty claim for these types of products, we proceed in accordance with the following guidelines / points, which can be found on the website, in a prominent place, under the link <https://www.blitzwolfeurope.com/Warranty>. The Buyer declares that he has read and accepted the contents thereof.

Please note that you cannot claim a warranty claim for the same defect, or a product warranty claim for the same defect, at the same time, in parallel; otherwise, you are entitled to the rights arising from the warranty regardless of the warranty rights.

8. Enforcement Options

8.1. Place, time and method of complaint handling

The User may submit consumer complaints related to the product or the activities of the Service Provider at the following contacts:

Name: Bence Fábán

Mailing address: 2112 Veresegyház, Mező utca 12.

E-mail address: info@blitzwolf.hu

Phone number: +36 70 224 90 89

The Service Provider shall, if possible, remedy the verbal complaint immediately. If it is not possible to remedy the oral complaint immediately, due to the nature of the complaint or if the User does not agree with the handling of the complaint, the Service Provider shall keep a report on the complaint, together with a substantive response to the complaint for five years.

The Service Provider is obliged to hand over a copy of the minutes to the User locally in case of an oral complaint communicated in person (at the business premises) or, if this is not possible, to act in accordance with the rules for a written complaint detailed below.

In the event of an oral complaint communicated by telephone or other electronic communication service, the Service Provider shall send a copy of the minutes to the User at the latest at the same time as the substantive reply.

In all other cases, the Service Provider shall act in accordance with the rules applicable to written complaints.

The Service Provider will respond to the complaint received in writing within 30 days. The measure means delivery by post within the meaning of this contract.

If the complaint is rejected, the Service Provider shall inform the User of the reason for the rejection.

8.2. Other enforcement options

If any consumer dispute between the Service Provider and the User is not resolved during negotiations with the Service Provider, the following legal enforcement options are open to the User:

Complaint to the consumer protection authority,

Initiation of the Conciliation Body's procedure (the contact details of the Conciliation Body competent according to the registered office of the Service Provider must be indicated),

Initiation of legal proceedings.

9. Other

9.1. GTC, price modification

The Service Provider may amend these GTC, the prices of the products sold on the website and other prices indicated at any time without retroactive effect, the amendment shall take effect after its publication on the website and shall be valid only for transactions following the entry into force.

9.2. Technical limitations

Purchasing on the website presupposes the User's knowledge and acceptance of the possibilities and limitations of the Internet, in particular with regard to technical performance and errors. The Service Provider shall not be liable if any malfunction is detected in the Internet network, which prevents the operation of the website and the purchase.

9.3. Privacy policy