

## General Terms and Conditions

Please read this document carefully before finalizing your order, as by finalizing the order you accept the provisions of this GTC.

### I. Scope of the GTC

1. This General Terms and Conditions ("**GTC**") adopted and entered into force to regulate the agreements ("**Agreement**") concluded by and between LOOKS WOOD Faipari és Kereskedelmi Korlátolt Felelősségű Társaság (registered seat: 6076 Ágasegyháza, Bajcsy Zsilinszky út 36.; Company registration number: 03-09-133774, Tax number: 26338628-2-03, "**Seller**") and other natural and legal person buyers, customers ("**Buyer**", Seller and Buyer hereinafter jointly referred to as the "**Parties**").
2. The present GTC shall prevail during the entire term of the Agreement concluded between the Seller and the Buyer. If an Agreement is concluded between the Parties, the present GTC shall apply to the negotiation process that took place prior to the conclusion of the Agreement, to the bidding and to all rights and obligations arising in connection with the parties' legal relationship during and after the term thereof.
3. This GTC has been adopted for an indefinite period and is effective until revoked.
4. The Seller hereby excludes the application of the Buyer's own general terms and conditions, which shall not be applicable to the Agreement concluded between the Seller and the Buyer, even if the provisions of the Buyer's general terms and conditions are not contrary to the provisions of this GTC.
5. If the terms of this GTC and the Agreement concluded between the Parties differ, the provision of the Agreement shall prevail to the Parties' legal relationship.

### II. Performance of the Agreement

1. The Seller declares that he holds all necessary professional experience and meets the personal, material and legal conditions for the performance of the Agreement. The goods sold by the Seller comply with the laws and standards applicable to them and the Seller provides the services in accordance with the expectable highest standards.
2. The ownership of the goods is transferred to the Buyer at the time of the payment of the purchase price of such goods. Prior to the delivery, the risk of damage shall be borne by the Seller, while such shall be borne by the Buyer thereafter.
3. The general delivery deadline for an order shall be 60 days from the order confirmation. Such delivery time is indicative and the Seller notifies the Buyer in the case of any deviation from it.
4. The distribution of certain the products on the Seller's website may have been discontinued. In view of this, Seller reserves the right to c partially confirmed orders either in whole or in part. Partial performance may only take place following a consultation with the Buyer. In the case of pre-payment of the purchase price, the amount shall be returned to the Buyer within 5 working days.

### **III. The obligation of cooperation and information**

1. The obligation of cooperation and information governed by this GTC shall cover all facts, data, information, circumstances that may be necessary to conclude the Agreement.
2. In circumstances where the Buyer incurs any damage as a result of failing to fully comply with the cooperation and information obligations described in this chapter during or in connection with the performance of the Agreement, the Buyer shall not be entitled to claim compensation from the Seller.
3. In circumstances where the Seller incurs any cost or damage as a result of the Buyer failing to fully comply with the cooperation and information obligations described in this chapter during or in connection with the performance of the Agreement, the Buyer shall reimburse the Seller for the full costs and damages incurred.

### **IV. Using the website**

#### **1. Search for product**

The Buyer can select the desired product category on the website, and within that, individual products. Clicking on individual products will display the product's photo and description. The price listed on the website is indicative only; the Buyer will receive a personalized quote in each case, and this is the price to be paid when placing an order. The product images are for illustration purposes. Since each product is custom-made, minimal variations may occur between the product shown in the picture and the final product. Accessories and decorative elements shown in the photographs are not included with the product, unless explicitly mentioned in the product description. The Seller is not responsible for any typographical errors or incorrect information.

The Seller does not engage in sales activities through the website, and using the Inquiry feature does not create a sales obligation. The Seller's commitment, when using the Inquiry feature is solely to provide the Buyer with a price quote for the selected product. A contract between the Seller and the Buyer is formed only in accordance with the provisions of this GTC, as set out in sections IV/2-8.

#### **2. Inquiry**

After selecting the product, the Buyer can request a customized quote in the pop-up window by clicking on the Inquiry button on the product page. As part of the quote request, the Buyer must provide their name, contact information, and the desired order details in the pop-up window. This step does not create an obligation of purchase or payment.

#### **3. Sending the inquiry**

The Seller has 10 business days to send the requested quote. The Seller sends the quote to the Buyer via the contact information provided by the Buyer during the inquiry process. Sending the quote and the Buyer's acceptance of it do not create an obligation of purchase or payment. The quote provided by the Seller includes the gross and net price of the product, the estimated execution time, the product name, description, and payment terms.

4. Negotiation

Following the sending of the quote, a negotiation period commences between the Seller and the Buyer, during which the Parties collaborate to finalize the details of the desired product to be ordered. Negotiation takes place through either electronically via email or in-person means chosen by the Buyer. Negotiation does not impose a purchasing or payment obligation on the Buyer.

5. Finalizing the order

After finalizing the details of the desired product to be ordered, the Parties document the order in writing. Finalizing the order can be done electronically via email or in paper format by signing an order form. Finalizing the order entails a purchasing and payment obligation.

6. Payment

After finalizing the order, the Seller issues an invoice to the Buyer for 50% of the gross price of the order. The remaining 50% of the gross price of the order must be paid by the Buyer to the Seller after the product is completed but before delivery, based on the invoice or payment request issued by the Seller. If the Buyer requests the delivery of the completed product, they are also responsible for covering the delivery costs in addition to the remaining instalment of the purchase price. The payment of the purchase price can be made by the Buyer in either Hungarian Forint (HUF) or Euro (EUR), according to the Buyer's preference. When making payments in Euro, the exchange rate provided by the Hungarian National Bank (MNB) on the given day will apply. The Buyer can settle the purchase price through bank transfer or in cash, at a location agreed upon in advance with the Seller.

7. Production

The Seller initiates the production after receiving the 50% advance payment based on the invoice. Upon specific request from the Buyer, the Seller provides information on the status of the production process during the whole production time.

8. Delivery

Following the completion of the product and the payment of the remaining purchase price, the Seller, in consultation with the Buyer, prepares for the delivery or handover of the product. If the Buyer requests product delivery, the Seller calculates a custom delivery fee, which must be paid along with the remaining instalment of the purchase price. The Seller arranges the product's delivery through a carrier company with which they have a commissioned relationship. The Seller also offers the option of personal product pickup at a pre-arranged time and location.

**V. Receipt and control of goods**

1. The Buyer shall be obliged to check the quantity of goods delivered by the Seller within a reasonable period of time. If the quantity set out in the Agreement and the actually delivered quantity differ, the Buyer shall notify the Seller without delay. In the event the Buyer is failing to comply with the obligation contained in the present clause, the Buyer shall not be entitled to claim additional goods or compensation from the Seller.

2. If the Buyer assumes a defective performance by the Seller, the Buyer shall immediately inform the Seller thereof. The Seller assumes no liability for any damage resulting from the failure or delay of such notice.
3. The Buyer is obliged to take all necessary and reasonably expected measures to prevent or mitigate any damage that may arise in connection with the defective performance.
4. The Seller shall, following the Buyer's notice, examine the goods related to the presumed defective performance and repair or reproduce the defective goods where the complaint is well-grounded.

## **VI. Liability, product liability, consumer warranty**

The following section of the GTC has been prepared on the basis of Annex 3 to Government Decree 45/2014 (II.26.) (the “**Government Decree**”).

### **1. Liability for defects**

#### *a) Under what circumstances can the Buyer exercise its warranty rights?*

In case of defective performance, the Buyer can exercise its warranty rights for defects against the Seller in accordance with the regulations of the Civil Code.

#### *b) What is the deadline applicable to the Buyer's warranty rights?*

The Buyer shall announce the defect immediately after having noticed it, but at the latest within 2 months from the discovery of the defect. However, the Seller draws the Buyer's attention to the fact that, beyond the 2 years' limitation period after the performance of the contract, warranty rights are no longer enforceable.

#### *c) Against who may the Buyer exercise its warranty rights?*

The Buyer may exercise its rights against the Seller.

### **2. Product liability**

#### *a) Under what circumstances can the Buyer exercise its warranty rights?*

If a movable property (product) has a defect, the Buyer can exercise its warranty or product liability rights.

#### *b) What are the Buyer's rights under the terms of product liability?*

The Buyer can only ask for the replacement of the defective product under the terms of product liability.

#### *c) Under what circumstances shall be deemed a product defective?*

The product has a defect if it does not comply with quality requirements in force at the time of the commencement of its distribution or it does not have the characteristics described in the product manual provided by the manufacturer.

d) *What is the deadline applicable to the Buyer's warranty rights?*

The Buyer can enforce its product liability claims within 2 years from the commencement of distribution of the product by the manufacturer. After this time limit, the right ceases to exist.

e) *Against who may the Buyer exercise its warranty rights?*

The Buyer can enforce its product liability right exclusively towards the manufacturer or distributor of the movable property. In case of enforcing product liability right, the Buyer must prove the defect of the product.

f) *Under what circumstances may the manufacturer (distributor) be exempt from its product liability obligations?*

The manufacturer (distributor) can only be exempt from the product liability obligations, if it can prove that:

- i) the product was not manufactured or distributed within the scope of its business activities; or
- ii) the defect could not be recognized/identified at the time of the commencement of the distribution according to the then current scientific and technical knowledge; or
- iii) the defect originates from application of obligatory administrative requirements or legal regulations.

The manufacturer (distributor) only has to prove one reason for acquittal.

Because of the same defect, the Buyer cannot enforce warranty and product liability rights at the same time side by side. After the Buyer effectively enforced its product liability rights, the Buyer can then enforce its warranty rights regarding the replaced product or the repaired part of it against the manufacturer.

### 3. Guarantee

a) *Under what circumstances can the Buyer exercise its guarantee rights?*

In the case of defective performance, the Seller is obliged to perform its guarantee obligations in accordance with Government Decree 151/2003 (IX.22.) on the mandatory guarantee of certain durable consumer goods.

By virtue of law, warranty shall be provided to such durable consumer goods (e.g. electronic device, tools, machines) the purchase price of which exceeds HUF 10,000.

b) *What kind of rights may be exercised by the Buyer under the terms of guarantee and what is the deadline applicable to the Buyer's guarantee rights?*

The cases of mandatory guarantee are regulated by the Government Decree 151/2003 (IX.22.) on the mandatory guarantee of certain durable consumer goods. The Seller does not undertake any guarantee in cases not covered by these cases. The guarantee claim can be enforced within the guarantee period. If the obligor of the guarantee fails to comply with its obligation within a reasonable deadline upon the call of the obligee, the warranty claim may be enforced before the court within three months from the expiry of the term specified in the notice, even if the warranty period has expired. Failure to meet this deadline will result in loss of rights. In other terms, the rules for exercising warranty rights shall be appropriately applicable to the exercise of guarantee rights. The guarantee period is one year. Failure to meet this deadline will result in loss of rights. The guarantee period starts from the delivery of the consumer product to the consumer or, if the product shall be put into operation by the company or its agent, it commences on the date of putting into operation. Please contact the manufacturer for any guarantee claims over one year.

c) *What is the connection between the guarantee and other warranty rights?*

The guarantee is applicable along other warranty rights (warranty and product liability) rights, the fundamental difference between such is that the burden of proof is more favourable to the consumer in the case of the guarantee.

d) *Entitlement to replacement within 3 business days*

If the Buyer requests a replacement within 3 business days, the Seller must interpret that the product was defective at the time of the sale and such shall be replaced.

e) *Under what circumstances may the Seller be exempt from its guarantee obligations?*

The Seller shall be released from guarantee obligations if it is able to prove that the cause of the defect occurred after the delivery of the product.

## **VII. Right of withdrawal**

Pursuant to Section 20 of the Government Decree, the consumer shall have the right to withdrawal within 14 days without justification.

1. Declaration on withdrawal, exercise of consumer's right to withdrawal or termination

In case of a written withdrawal, we consider it to be claimed within the deadline if the withdrawal statement is sent to us within 14 days. It is for the consumer to prove that he exercised his right of withdrawal in accordance with this provision. The Seller shall confirm the consumer's withdrawal statement upon its receipt.

2. Validity of the consumer's declaration on withdrawal

The right to withdrawal shall be deemed exercised on time if such is dispatched within the deadline. The deadline is 14 days.

The consumer shall prove that its right to withdrawal was exercised in line with this provision.

The Seller shall confirm the receipt of the consumer's declaration on withdrawal upon its receipt.

### 3. The Seller's obligations in case of a withdrawal by the consumer

#### a) *Reimbursement obligations of the Seller*

If the consumer withdraws from the contract in accordance with Section 22 of the Government Decree, the Seller shall refund the total amount paid by the consumer including costs incurred in relation to the performance of the contract, i.e. including shipping charges within 14 days of becoming aware of the withdrawal. This provision does not apply to the additional costs caused by choosing the least expensive option than the usual mode of shipping.

#### b) *Reimbursement obligation method of Seller*

In the event of withdrawal or cancellation pursuant to Section 22 of the Government Decree, the Seller shall refund the amount returned to the consumer in the same manner as the payment method used by the consumer. Subject to the express consent of the consumer, the Seller may use other means of payment for the refund, but the consumer shall not be charged any additional fees. The Seller shall not be held liable for any delay caused by the Customer's erroneous and / or inaccurate bank account number or postal address.

#### c) *Extra costs*

If the consumer expressly chooses a different mode of transport than the least expensive standard mode of transport, the Seller shall not be obliged to reimburse the additional costs arising therefrom. In such cases, we have a refund obligation up to the amount of the general shipping charges.

#### d) *Right of retention*

The Seller may withhold the amount to be reimbursed to the consumer until the consumer returns the product or, without any doubt has confirmed its return; the earlier date should be taken into account.

### 4. Obligations of the consumer in case of withdrawal or termination

#### a) *Returning the product*

If the consumer withdraws from the contract in accordance with Section 22 of the Government Decree, he/she shall return the product immediately, but no later than 14 days after the notice of withdrawal, or hand it over to the Seller or the person authorized by the Seller. Return is deemed to be completed on time if the consumer sends the product before the deadline expires.

#### b) *Costs connected with the return of the product*

The consumer bears the cost of returning the product. The product shall be returned to the Seller's address. If the consumer terminates the service agreement — concluded outside of the store or remotely — after the commencement of the performance, he/she shall be obliged to pay a fee proportional to the service provided by the date of the notice of termination. The

amount to be paid in proportion to the consumer shall be determined on the basis of the total taxable amount of the contractually agreed price. If the consumer proves that the total amount thus determined is excessively high, the proportionate amount shall be calculated on the basis of the market value of the services performed up to the date of termination of the contract.

c) *Consumer responsibility for diminished value*

The consumer shall be liable for any depreciation resulting from the use beyond what is necessary to determine the nature, characteristics and functioning of the product.

5. Exclusion of right of withdrawal

The Seller explicitly draws the Buyer's attention that its right to withdrawal shall not be exercised in the following cases:

- a) in the case of service contract after the performance of the service in full if the company has commenced the performance with the explicit prior consent of the Buyer and the Buyer has acknowledged that he shall lose the right of withdrawal after the performance of the service in full;
- b) in respect of any product or service whose price cannot be influenced by the financial market business and it depends on its fluctuation possible even during the time limit set for the withdrawal;
- c) in the case of prefabricated product which has been produced according to the expressed instructions or at the explicit request of the Buyer, or in respect of the product explicitly customized for the Buyer;
- d) in respect of perishable — or short shelf life product;
- e) in the case of product in closed package that cannot be returned for health- or hygienic reasons after opening the package following the delivery;
- f) in respect of a product that shall mix due to its nature with other products after the delivery;
- g) in respect of alcoholic beverage whose value depends on market fluctuation not influenced by the company and whose price was agreed to by the parties at the execution of the purchase contract but the contract was performed only after the 30<sup>th</sup> day following the execution thereof;
- h) in the case of a business contract where the contractor undertakes the performance of urgent repairs or maintenance works at the explicit request of the Buyer;
- i) in respect of the sales of audio- and video record or computer software in closed packaging if the Buyer opened the package after the delivery;
- j) in respect of newspapers, journals and periodicals, with the exception of subscription contracts;
- k) in the cases of contracts concluded on public sales;

- l) in the case of contracts of services on providing accommodation, excluding that for residential purpose, contracts of shipping, catering, services related to leisure time activities if the parties have stipulated a closing date or deadline for the performance in the contract;
- m) in respect of digital data content provided on non-tangible media, if the company has commenced the performance with explicit prior consent of the Buyer and simultaneously with such consent the Buyer acknowledged that after the commencement of the performance, he would lose the abovementioned right of withdrawal/termination.

## **VIII. Limitation of liability**

1. The Seller limits its liability for damages caused by the breach of the Agreement to the damage caused in the goods and up to the value of the goods. The Buyer shall not be entitled to claim compensation from the Seller as a result of defective performance of the Agreement in the event of damage to the property of the Buyer or a third party, as well as for any lost profit. The limitation of Seller's liability under this section does not apply to any intentional breach of the Agreement by the Seller and to any breach which results in the detriment of human life, physical integrity or health.
2. The limitation of liability described in the present GTC is only applicable to the extent that is not prohibited by the applicable law, in particular law governing the trade of the goods covered by the Agreement.

## **IX. Confidentiality**

1. Each Party shall undertake to treat all information, data that is acquired by them in connection with or as a result of the Agreement or in any other way that is related to the other Party and to protect such information at all times irrespective of the fact that the other Party qualifies such information as business secret or not. In addition, the Parties undertake not to disclose confidential information during or after the term of the Agreement to third parties or otherwise not to use such in a way that is not compatible with the Agreement and not to misuse such. will maintain the utmost confidentiality regarding this Agreement at all times and neither of the Parties will make announcement to the public or to any third party. To the extent necessary to implement the provisions of this Agreement each Party may disclose the confidential information to the employees and subcontractors.
2. Data or information is not covered by the obligation of confidentiality, if such:
  - a) is public knowledge;
  - b) subsequently becomes public knowledge other than by breach of this Agreement;
  - c) already known to that Party at the time of disclosure;
  - d) subsequently comes lawfully into the possession of that Party from a third party not bound by the prohibition on disclosure;
  - e) has itself created by the Party without the use of confidential information from the other Party; or
  - f) is required to be disclosed pursuant to applicable law, regulation or by an order of a competent authority.
3. The Parties agree that referring to the other Party as a reference in their own advertising material — internet, print and electronic prospectus, presentation material, social media — the name,

trademark, logo or any other sign of the Party or its product which is suitable for the identification of the Party or its product shall be subject to prior permission of that Party.

## **X. Contact**

1. The Buyer shall deliver its declarations to the Seller in writing (by post or e-mail). Any notice sent to the Seller shall be deemed delivered if delivered personally or sent by courier or in the form of a registered letter (return receipt is necessary) to the address referred to below:

By post

LOOKS WOOD Kft.

6076 Ágasegyháza, Bajcsy Zsilinszky út 36.

By e-mail

info@timbart.hu

2. A notice shall be deemed to have been served:
  - a) if delivered by hand, at the time of the delivery; or
  - b) if sent by post, on the fifth working day following the dispatch; or
  - c) if sent by a courier, on the second working day following the dispatch; or
  - d) if sent by e-mail, at the time of delivery with a confirmatory transmission report or other acknowledgement of the receipt.

## **XI. Applicable law, dispute resolution, miscellaneous provisions**

1. The present GTC and the contractual relationship between the Parties shall be governed by Hungarian law.
2. If his/her complaint is rejected, the Buyer (if he/she is a consumer) may initiate the procedure of the Mediation Board of Budapest for the resolution of a consumer dispute, pursuant to the provisions of Act CLV of 1997 on Consumer Protection. Contact details of the Mediation Board of Budapest: website: <http://bekeltet.hu/>; 1016 Budapest, Krisztina krt. 99. III. em. 310. Postal address: 1253 Budapest, Pf.: 10. e-mail address: [bekelteto.testuleto@bkik.hu](mailto:bekelteto.testuleto@bkik.hu) Fax: 06 (1) 488 21 86 Telephone: 06 (1) 488 21 31
3. The Buyer (if he/she is a consumer) may contact the regional government office responsible for the consumer complaint. More information about this is available at the following link: <http://jarasinfo.gov.hu/>.
4. The Parties shall attempt to resolve their dispute arising from the Agreement in an amicable manner. The Parties shall record minutes regarding such attempt. Any dispute or claim arising out of or in connection with the Agreement that cannot be settled amicably between the Parties shall be finally settled exclusively by the court of the Sellers's seat.
5. If any provision of the present GTC is considered invalid subsequently, it shall not affect the validity of the other provisions of the GTC.