General Terms and Conditions

General terms and conditions

This document is not filed, it is concluded only in electronic form, it does not qualify as a written contract, it is written in Hungarian, it does not refer to a code of conduct. In case of any questions related to the operation of the webshop, the ordering and delivery process, we are at your disposal at the contact details provided.

The scope of these GTC covers the legal relations on the Service Provider's website and subdomains. These GTC are continuously available on the following website: GTC and can be downloaded and printed at any time.

1. Provider details:

Name: Argumentum Könyv- és Folyóiratkiadó Kft.

Headquarters: Mária utca 46, H-1085 Budapest Hungary.

Name of the representative: András Láng

Company registration number: 01-09-076917

Tax number: 10553619-2-42

Account managing financial institution: ERSTE Bank Hungary Zrt.

Account number: 11991102-02109112-00000000

SWIFT-/BIC-Code: GIBAHUHB

IBAN: HU87 1199 1102 0210 9112 0000 0000

Email: webshop@argumentum.net

Phone number: +36 30 201 3688

2. Basic provisions

2.1. Issues not regulated in these Regulations and the interpretation of these Regulations shall be governed by Hungarian law, in particular Act V of 2013 on the Civil Code ("Civil Code") and certain issues of electronic commerce services and information society services. CVIII of 2001 on (Elker Act) and Decree 45/2014 on the detailed rules of contracts between a consumer and a business. (II. 26.) Government Decree. The mandatory provisions of the relevant legislation shall apply to the parties without any special stipulation.

2.2. These Regulations shall be valid from 1 April 2019 and shall remain in force until revoked. The Service Provider is entitled to unilaterally amend the Regulations. The Service Provider shall publish the amendments on the website 11 (eleven) days before they enter into force. By using the Website, users agree that all regulations relating to the use of the Website will automatically apply to them.

2.3. If the user accesses the website operated by the Service Provider or reads its content in any way - even if he / she is not a registered user of the website, he / she acknowledges that the provisions of the Regulations are binding on him / her. If the User does not accept the terms, he is not entitled to view the content of the website.

2.4. The Service Provider reserves all rights in the website, any part of it and the content appearing on it, as well as the distribution of the website. It is prohibited to download, electronically store, process and sell the contents or any part of the content appearing on the website without the written consent of the Service Provider.

3. Registration / purchase

3.1. By purchasing / registering on the website, the user declares that he / she has read and accepted the terms and conditions of these GTC and the Data Management Information published on the website, and consents to the data management.

3.2. The user is obliged to provide his / her own real data during the purchase / registration. In the event of false or personally identifiable information provided during the purchase / registration, the resulting electronic contract will be void. The Service Provider excludes its liability if the User uses its services on behalf of another person with the data of another person.

3.3. The Service Provider shall not be liable for any delivery delays or other problems or errors that can be traced back to the data provided incorrectly and / or inaccurately by the User.

3.4. The Service Provider shall not be liable for any damages resulting from the User forgetting his / her password or making it available to unauthorized persons for any reason not attributable to the Service Provider.

4. The range of products and services that can be purchased

4.1. The products shown can only be ordered online. The prices shown for the products are in HUF, they include the VAT required by law, but they do not include the home delivery fee. There is no extra packaging charge.

4.2. In the webshop, the Service Provider displays the name and description of the product in detail, and displays a photo of the products. The images shown on the product data sheet may differ from the actual ones and may be used as illustrations. We take no responsibility for any discrepancies between the image displayed in the webshop and the actual appearance of the product.

4.3. If a special price is introduced, the Service Provider shall fully inform the Users about the special offer and its exact duration.

4.4. If, despite all the care of the Service Provider, an incorrect price is posted on the surface of the webshop, especially with regard to the obviously incorrect, e.g. for a price of HUF "0" or HUF "1" that differs significantly from the well-known, generally accepted or estimated price of the product, possibly due to a system error, the Service Provider is not obliged to deliver the product at an incorrect price, but may offer delivery at the correct price, in the knowledge of which the Customer may withdraw from his intention to purchase.

4.5. In the event of an incorrect price, there is a striking disproportion between the actual and the indicated price of the product, which an average consumer need to be detected. Pursuant to Act V of 2013 on the Civil Code (Civil Code), the contract is concluded by mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms of the contract, ie there is no statement expressing the will of the parties mutually and unanimously, then we cannot speak of a validly concluded contract from which rights and obligations would arise. Based on this, an order confirmed at an incorrect / erroneous price will be considered a void contract.

5. Order process

5.1. After registration, the user logs in to the webshop or can start shopping without registration.

5.2. User sets the number of products to be purchased.

5.3 The user adds the selected products to the cart. Users can view the contents of the cart at any time by clicking on "add to cart".

5.4. If the User does not want to buy another product, check the number of products to be purchased. You can delete the contents of the cart by clicking on the "X" icon. To finalize the quantity, click the "Refresh Cart" icon User, then click the "Order" button.

5.5. The user selects the delivery address and then the delivery / payment method of the following types:

5.5.1. Payment

5.5.1.1. Payment by cash on delivery: If the ordered product is delivered by courier service or delivered at the parcel point or in person at the collection point, the User must pay the final amount of the order to the courier or the parcel point machine in cash or by credit card. upon receipt of the ordered product (s).

5.5.1.2. By advance transfer: Before receiving the product, the Customer pays the price of the product and the delivery fee in advance (in case of ordering outside Hungary) on the basis of a fee request.

5.5.1.3. Online credit card payments: Online credit card payments are made through the Barion system. Credit card details will not be sent to the merchant. The service provider Barion Payment Zrt. Is an institution supervised by the Magyar Nemzeti Bank, its license number: H-EN-I-1064/2013.

5.5.2. Shipping cost

The shipping cost (for delivery to a Hungarian address):

For personal delivery via the collection point, delivery is free of charge.

For orders between HUF 0-20.000, HUF 980, for orders over HUF 20.000 free of charge.

Home delivery by FoxPost Courier: up to an order value of 0-20.000 HUF 1.980 HUF, free of charge for orders over 20.000 HUF.

Delivered to MPL Parcel Vending Machine, Postal Point or Post Office.

Home delivery by MPL courier service in Hungary (0-10 kg) up to an order value of HUF 0-20.000: HUF 1.990, free of charge for orders over HUF 20.000.

Home delivery with MPL courier service in Hungary (10-20 kg) up to order amount 0-20.000 HUF: 2.990 HUF, free of charge for orders over 20.000 HUF.

Home delivery with MPL courier service in Hungary (20-40 kg) up to order value of HUF 0-20.000: HUF 5.990, free of charge for orders over HUF 20.000.

For delivery to a non-Hungarian address:

MPL Zone 1: Austria, Belgium, Czech Republic, Denmark, Croatia, France, Germany, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Romania, Slovakia, Slovenia, Poland, Romania, Netherlands

- 0-2 kg: 8.300 HUF

- 2-5 kg: 9.700 HUF

- 5-10 kg: 11.500 HUF

MPL zone 2: Bulgaria, Cyprus, Estonia, Finland, Greece, Ireland, Italy, Malta, Monaco, Portugal, Spain, Sweden

- 0-2 kg: 14.200 HUF

- 2-5 kg: 18.100 HUF

- 5-10 kg: 25.400 HUF

MPL zone 3: Albania, Andorra, Azerbaijan, Belarus, /Belarus, /Belarus/, Bosnia and Herzegovina, Bosnia and Herzegovina, Northern Macedonia, Faroe Islands, Gibraltar, Greenland, Georgia, Iceland, Kosovo, Liechtenstein, Moldova, Montenegro, Great Britain and Northern Ireland, Norway, Armenia, Russia, San Marino, Serbia, Switzerland, Turkey, Ukraine, Vatican City, Ukraine

- 0-2 kg: 15.900 Ft

- 2-5 kg: 20.200 Ft

- 5-10 kg: 28.300 Ft

MPL zone 4: Canada, Chile, Egypt, Iran, Israel, Iraq, Jordan, Kuwait, Lebanon, Libya, Morocco, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Sudan, Tunisia, Turkmenistan, Yemen, Qatar, United Arab Emirates, United Arab Emirates, Turkey, Yemen

- 0-2 kg: 17.600 HUF

- 2-5 kg: 22.500 HUF

- 5-10 kg: 31.400 HUF

MPL 5. Zone: United States of America /USA, US/, Argentina, Bangladesh, Bolivia, Brazil, Brunei, China, Colombia, China-Taiwan, Ecuador, Hong Kong, India, Indonesia, Jamaica, Japan, East Timor, Korea, Democratic People's Republic of Korea, Republic of Korea, Taiwan, Republic of Korea, Cuba, Malaysia, Mexico, Mongolia, Nepal, Paraguay, Peru, Puerto Rico, Sri Lanka, Singapore, Thailand, Uruguay, Venezuela, Vietnam, Virgin Islands /US/, Virgin Islands /UK/, Wake Island, Wallis and Futuna

- 0-2 kg: 20.700 HUF

- 2-5 kg: 26.100 HUF

- 5-10 kg: 36.600 HUF

MPL 6. zone: Afghanistan, American Samoa, Algeria, Angola, Anguilla, Antigua and Barbuda, Aruba, Ascension, Australia, Bahamas, Bahrain, Barbados, Belize, Benin, Bermuda, Bhutan, Guinea-Bissau, Botswana, Burkina Faso, Burundi, Comoros, Cook Islands, Costa Rica, Botswana, Burkina Faso, Burundi, Comoros, Cook Islands, Costa Rica, Curacao (former Netherlands Antilles), Chad, Chad, Dominican Republic, Dominican Republic, Dominican Community, Equatorial Guinea, Djibouti, Equatorial Guinea, Ivory Coast, Eritrea, Eswatini, Ethiopia, Falkland Islands, Fiji, French Guiana, French Polynesia, Philippines, Gabon, South Africa, French Polynesia, Gabon, Guyana, South Africa, Madagascar, Malawi, Maldives, Mali, Mariana Islands, Marshall Islands, Martinique, Mauritania, Mauritius, Mayotte, Montserrat, Mozambique, Myanmar, Namibia, Nauru, Nicaragua, Niger, Nigeria, Niue, Norfolk Island, Palau, Panama, Papua New Guinea, Pitcairn Islands, Réunion, Rwanda, St. Chrisophe and Nevis, St. Lucia, St. Vincent, Saint-Pierre and Miquelon, Solomon Islands, El Salvador, Sao Tome and Principe, Seychelles, Sierra Leone, Sint Maarten, Suriname, Samoa, Senegal, Saint Helena, Somalia, Tajikistan, Tanzania, Togo, Tokelau Islands, Tonga, Trinidad and Tobago, Tristan da Cunha, Turks and Caicos Islands, Tuvalu, Uganda, New Caledonia, New Zealand, Uzbekistan, Vanuatu, Zambia, Zimbabwe, Cape Verde

- 0-2 kg: 22.800 HUF

- 2-5 kg: 29.000 HUF

- 5-10 kg: 40.800 HUF

For shipments outside the European Union, other charges (e.g. customs duty) may apply according to local laws.

5.6. In the event of an error or defect in the products or prices in the webshop, we reserve the right to make corrections. In this case, we will inform the customer of the new data immediately after recognizing or modifying the error. The user can then confirm the order once more or withdraw from the contract.

5.7. The final amount to be paid includes all costs based on the summary of the order and the confirmation letter. The invoice is included in the package. The user is obliged to inspect the package before the courier upon delivery, and in case of any damage to the products or packaging, he is obliged to request a report, and in case of damage, he is not obliged to accept the package. Subsequent complaints without minutes will not be accepted by the Service Provider! Packages will be delivered on business days between 8am and 5pm.

5.8. After entering the data, the User can send his order by clicking on the "order" button, but before that he can check the entered data again, send a comment about his order or send us another e-mail request.

5.9. With the order, the user acknowledges that his payment obligation arises.

5.10. Correcting data entry errors: Before completing the ordering process, the user can always return to the previous phase, where he can correct the entered data. In detail: During the order it is possible to view or change the contents of the basket, if the basket does not contain the quantity to be ordered, the user can enter the number of the quantity to be ordered in the data entry field of the quantity column, then press the "refresh basket" button . If the User wants to delete the products in the cart, he / she clicks on the "X" button. During the order, the User has the possibility to correct / delete the entered data continuously.

5.11. The user will receive a confirmation by e-mail after sending the order. If this confirmation is not received by the User within the expected time limit, depending on the nature of the service, but no later than within 48 hours from the sending of the User's order, the User is released from the obligation to make an offer or a contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider or the User when it becomes available to him. The Service Provider excludes its responsibility for the confirmation if the confirmation is not received in time because the User provided an incorrect e-mail address during registration or is unable to receive a message due to the saturation of the storage space belonging to his account.

5.12. The user acknowledges that the confirmation discussed in the previous point is only an automatic confirmation and does not create a contract. The contract is concluded when the Service Provider notifies the User of the details of the order and the expected fulfillment of the order in another e-mail after the automatic confirmation mentioned in the previous point.

6. Processing and fulfilling orders

6.1. Order processingduring business hours. It is also possible to place an order outside the dates indicated as the processing of the order, if it is processed after the working hours, it will be processed the next day. In all cases, the service provider's customer service will confirm electronically when you can fulfill your order.

6.2. General delivery deadline, within 4 working days from confirmation.

6.3. Pursuant to the sales contract, the Service Provider is obliged to transfer the ownership of the thing, the User to pay the purchase price and take over the thing.

6.4. If the seller is the business and the buyer is a consumer and the seller undertakes to deliver the thing to the buyer, the risk of damage passes to the buyer when the buyer or a third party designated by him takes possession of the thing. The risk of damage passes to the buyer upon delivery to the carrier if the carrier has been assigned by the buyer, provided that the carrier was not recommended by the seller.

6.5. If the seller is a business and the buyer is a consumer, unless otherwise agreed by the parties, the seller (according to these GTC: Service Provider) is obliged to make the thing available to the buyer (User) without delay, but no later than within thirty days.

6.6. In the event of a delay by the Service Provider, the User is entitled to set an additional deadline. If the seller fails to perform within the additional period, the buyer is entitled to withdraw from the contract.

6.7. The User is entitled to withdraw from the contract without setting an additional deadline if

a) the Service Provider has refused to perform the contract; obsession

b) the contract should have been performed at the agreed time and not otherwise, as agreed by the parties or because of the identifiable purpose of the service.

6.8. If the Service Provider fails to fulfill its obligations under the contract because the product specified in the contract is not available to it, it is obliged to inform the User immediately and to refund the amount paid by the User immediately.

7. Right of withdrawal

A 45/2014. (II. 26.) of the Government, the User may withdraw from the purchase without justification within 14 days of receipt. In case of delivery to home, we mean the date of receipt from the courier, in case of delivery in store we mean the date of issue of the cash receipt. The withdrawal period expires 14 days after receipt.

7.1. Procedure for exercising the right of withdrawal

The consumer also exercises his right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

7.1.1. If the User wishes to exercise his right of withdrawal, he must send a clear statement of his intention to withdraw (for example, by post, fax or electronic mail) to the Service Provider using the contact details indicated in point 1 of these GTC. The User exercises his right of withdrawal within the deadline if he sends his statement of withdrawal to the Service Provider before the expiry of the deadline indicated above.

7.1.2. It is the User's responsibility to prove that he has exercised his right of withdrawal in accordance with the provisions set out in the GTC.

7.1.3. In any case, the Service Provider shall immediately confirm the receipt of the User's statement of withdrawal by e-mail.

7.1.4. In the event of a written withdrawal, it shall be deemed valid within the time limit if the User sends the statement to the Service Provider within 14 calendar days (even on the 14th calendar day).

7.1.5. In the case of notification by post, the Service Provider shall take into account the date of posting and, in the case of notification by e-mail or fax, the time of sending the e-mail or fax for the purpose of calculating the deadline. The User will send the letter by registered mail so that the date of dispatch can be credibly proven.

7.1.6. In case of cancellation, the User is obliged to return the ordered product to the address of the Service Provider indicated in point 1 without undue delay, but no later than within 14 days from the notification of the cancellation statement. The deadline is deemed to have been met if the User sends (mails or delivers) the product before the expiry of the 14-day deadline.

7.1.7. The cost of returning the product to the Service Provider's address shall be borne by the User. The Service Provider is not able to accept the package returned by cash on delivery. Apart from the cost of returning the product, the User shall not incur any other costs in connection with the withdrawal.

7.1.8 If the User withdraws from the contract, the Service Provider shall immediately, but no later than within 14 days from the receipt of the User's statement of withdrawal, reimburse all consideration paid by the User, including transportation (paid for delivery) costs, except for additional costs incurred by the User. has chosen a mode of transport other than the cheapest standard mode of transport offered by the Service Provider. Service Provider is entitled to withhold the refund until you have received the product back or the service provider did not provide credible proof that it had been returned: the Service Provider will take the earlier date into account.

7.1.9. During the refund, the Service Provider shall use the same payment method as in the original transaction, unless the User expressly consents to the use of another payment method; no additional costs will be incurred by the User as a result of the application of this refund method.

7.1.10. The user can only be held liable for the depreciation of the product if it has occurred due to use in excess of that required to determine the nature, characteristics and functioning of the product.

7.2. In which cases does the consumer not have the right of withdrawal:

The right of withdrawal shall not be exercised in respect of the sale of goods:

– which is bound to the consumer or which has been produced on the consumer's instructions or at his express request or which, by its nature, cannot be returned;

– in the case of an order for a recording of sound or images and a copy of computer software, if the packaging has been opened by the consumer;

– for subscriptions to newspapers, periodicals and periodicals.

8. Warranty

For the ordered products, the Civil Code. Pursuant to the rules of § 305, the Service Provider undertakes a warranty. In case of defective performance, the User is obliged to inform the Service Provider in writing of the objection as soon as possible after the discovery of the defect, using the contact details indicated in clause 1 of these GTC. In case of defective performance, the Service Provider shall place the order in accordance with the provisions of the Civil Code. According to the order of warranty specified in § 306:

– replaces it in the first place

– if it is not possible to exchange, a discount will be given

– or the User may cancel the order and request a refund of the amount paid for the ordered product.

In case of defective performance, the costs related to the enforcement of warranty rights (eg the postage of return in case of replacement or withdrawal) shall be borne by the Service Provider.

The Service Provider does not sell a product that complies with the provisions of Decree 151/2003 on the mandatory warranty for certain durable consumer goods. (IX. 22.) would fall within the scope of the Government Decree.

9. Defective performance

The debtor will perform incorrectly if the service does not meet the quality requirements set out in the contract or in law at the time of performance. The debtor does not perform incorrectly if the rightholder was aware of the error at the time of concluding the contract or should have been aware of the error at the time of concluding the contract.

A clause in a contract between a consumer and a business which derogates from the provisions of this Chapter relating to the warranty and guarantee of supplies to the detriment of the consumer shall be void.

10. Miscellaneous Provisions

10.1. The Service Provider is entitled to use a contributor to fulfill its obligations. He bears full responsibility for his unlawful conduct, as if he had committed the unlawful conduct himself.

10.2. If any part of these Rules becomes invalid, unlawful or unenforceable, it will not affect the validity, legality and enforceability of the remaining parts.

10.3. If the Service Provider does not exercise its right under the Regulations, the failure to exercise the right shall not be considered a waiver of the given right. Waiver of any right shall be effective only upon express written notice to that effect. The fact that the Service Provider does not strictly adhere to any of the essential conditions or stipulations of the Regulations does not mean that it waives its strict adherence to the given condition or stipulation at a later date.

10.4. The Service Provider and the User shall try to settle their disputes amicably.

11. Complaints handling procedure

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

Mailing address: Mária utca 46., H-1085 Budapest Hungary.

Email: webshop@argumentum.net

If the User does not agree with the handling of the complaint, the Service Provider will keep a report on the complaint, which will be included in the substantive response to the complaint for five years.

11.2. The Service Provider is obliged to act in accordance with the rules for a written complaint detailed below;

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

11.4. 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.

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

12. Data protection

The privacy policy of the website is available at: http://www.argumentum.net/en/shop_help.php?tab=terms

Budapest, June 1, 2019