Terms and Conditions - Góbé Sport webshop

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

General Terms and Conditions of the www.gobesport.hu website.

1. Definitions

Scope of the GTC

These General Terms and Conditions apply to customer (consumer) orders, purchases and electronic contracts concluded through the www.gobesport.hu website operated by GÓBÉ SPORT KFT. These GTC apply to all commercial transactions concluded electronically between GÓBÉ SPORT KFT. and the consumer (customer, purchaser) within the territory of Hungary.

Legal sources:

Government Decree 19/2014. (IV.29.) NGM – Procedural rules for handling warranty and guarantee claims relating to goods sold under contracts between consumers and businesses, Government Decree 151/2003. (IX.22.) – On mandatory guarantees applicable to certain durable consumer goods, Government Decree 45/2014. (II.26.) – On the detailed rules governing contracts between consumers and businesses,

Act CLV of 1997 – on Consumer Protection,

Act CVIII of 2001 – on certain issues relating to electronic commercial services and information society services,

Act V of 2013 – on the Civil Code.

Statements:

The language of the contract is Hungarian. No code of conduct is available for the contract. The contract qualifies as a written contract.

The contract and the data generated or provided in the course of the purchase or order constitute data provided or generated in digital form on a durable medium, including electronic mail and paper. The business operator shall implement generally applicable and generally available technical security measures.

The hardware and software used by the business operator are securely capable of cooperating with digital data generated in connection with electronic commercial transactions.

2. Details of the Business (Service Provider):

Name: Góbé Sport Sportszergyártó és Forgalmazó Korlátolt Felelősségű Társaság
Short name: Góbé Sport Kft.
Registered office: 4030 Debrecen, Kaskötő utca 7.
Postal address: 4030 Debrecen, Kaskötő utca 7.
Bank account number: 11600006-00000000-97944670
Representatives: Palicz Erik, Paliczné Goda Katalin
Tax number: HU-11756619-2-09

Statistical number: 11756619 4791 113 09
Company registration number: Cg. 09-09-006336, Company Court of the Debrecen Court of Justice
Chamber: Hajdú-Bihar County Chamber of Commerce and Industry, 4025 Debrecen, Petőfi tér 10.
Customer service, complaint handling:
E-mail: gobesport@gmail.com
Telephone: +36 52/454115, +36 52/454995
Opening hours: Monday – Friday: 08:00 16.00
Server provider details: InfoNetfort Kft., 7900 Szigetvár, Szent István ltp. 17., kapcsolat@netfort.hu

3. General information

3.1. The Website is available on the internet at the URL www.gobesport.hu.

3.2. The publication of the products on the Website constitutes an offer by the Business.

3.3. By submitting an order in response to the offer published by the Business on the Website, the customer accepts the offer of the Business. The customer, as the purchaser, acknowledges that the order entails a payment obligation.

3.4. The date of conclusion of the contract under these GTC: The contract is concluded upon receipt of the customer's order by e-mail, post or fax in response to the offer published by the Business on the Website pursuant to Section 3.2, i.e. when the order becomes accessible to the Business. Temporary change from 11 April 2022: the order only becomes final after acceptance of the confirmation.

3.5. The Business is obliged to confirm receipt of the order to the customer within 48 hours. If this confirmation does not reach the customer within 72 hours at the latest, the customer shall be released from the binding effect of the offer or from any contractual obligation.

3.6. The order and its confirmation shall be deemed to have been received by the Business or the customer when they become accessible to the respective party.

3.7. In order to conclude the contract, the Business is obliged to request the identification details required under tax and accounting legislation.

3.8. Prices are always displayed in Hungarian forints and include VAT (gross price). Prices do not include shipping, assembly or installation costs.

3.9. No code of conduct is available as defined by the legislation prohibiting unfair commercial practices against consumers.

3.10. If a promotional price is introduced, the Service Provider shall fully inform Users about the promotion and its exact duration.

3.11. If, despite all due care taken by the Service Provider, an incorrect price is displayed on the Website, in particular an obviously incorrect price, such as a price significantly different from the generally known, generally accepted or estimated price of the product, or a price of "HUF 0" or "HUF 1" displayed due to a system error, the Service Provider is not obliged to confirm the product at the incorrect price, but may offer to confirm the order at the correct price, in which case the Customer may withdraw from the intention to purchase.

3.12. In the event of an incorrect price, there is a significant discrepancy between the actual and displayed price of the product, which an average consumer should immediately recognise. Pursuant to Act V of 2013 on the Civil Code (Civil Code), a contract is concluded by the mutual and concordant expression of the parties' intentions. If the parties cannot agree on the contractual terms, i.e. there is no declaration mutually and concordantly expressing the parties' intentions, no validly concluded contract giving rise to rights and obligations can be deemed to exist.

3.13. We reserve the right to change our prices!

4. Products available on the Website

4.1. You have the opportunity to browse the Products on the Website, which are presented according to various criteria, including by institution. By clicking on the name of a product category, the list of Products included in that category is displayed. By clicking on the name or photo of a Product, you can find information about its essential characteristics, detailed specifications and price.

4.2. The displayed images are for illustration purposes, so colour differences may occur in some cases! Each product comes with instructions for use. Storage: in a dry place at room temperature.

4.3. The Business provides descriptions containing the essential characteristics of the Products on the product data sheets and product descriptions; however, the customer can find detailed information about the actual characteristics of the selected product in the instructions for use supplied with the product. The Business shall provide instructions for use with the product in accordance with applicable legal requirements. If, however, the customer accidentally does not receive the instructions for use together with the product, they must notify customer service of this fact immediately, before using the product, and the Business shall promptly provide the missing instructions. The Business shall not be liable for any damage or costs incurred by the customer/purchaser due to failure to provide such notification.

4.4. Playground equipment is delivered in disassembled condition! When delivering the products, we provide the necessary certificates as well as assembly and installation instructions. In addition, please contact our customer service with any questions! The prices shown do not include the assembly and installation of the products.

5. Ordering process

5.1. The customer can view the products they wish to order by browsing through the categories.

5.2. The order may be submitted in a freely worded letter sent to the company's e-mail or postal address, in which the following information must be provided: name of the customer, telephone number, billing name, address, tax number, and delivery name and address if different from the billing details, as well as the payment method.

5.3. Every customer shall receive confirmation of receipt of the order without delay, but no later than 48 hours after the order has been received by the Business. If the confirmation does not reach the customer within 72 hours, the customer shall be released from the binding effect of the offer or contractual obligation. The order becomes final after acceptance of the confirmation.

5.4. Orders are processed continuously in the order in which they are received. Orders are retained for 5 years and remain accessible thereafter.

5.5. For certain products, a quotation must be requested from the Business by e-mail regarding the costs of additional installation, assembly or other work, and the customer may decide whether to order the product after being informed of these costs.

5.6. The publication of products on the Website constitutes an offer by the Business. By submitting an order in response to the offer published by the Business on its Website, the customer accepts the Business's offer. The customer, as the purchaser, acknowledges that the order entails a payment obligation.

5.7. The date of conclusion of the contract: the contract is concluded upon acceptance of the confirmation following the customer's order submitted in response to the offer published by the Business pursuant to Section 5.6 based on the Website, i.e. when the order becomes accessible to the Business.

5.8. The Business is obliged to confirm receipt of the order to the customer within 48 hours. If this confirmation does not reach the customer within 72 hours at the latest, the customer shall be released from the binding effect of the offer or contractual obligation.

5.9. The order and its confirmation shall be deemed to have been received by the Business or the customer when they become accessible to the respective party.

5.10. The Business shall not be liable in any way if the confirmation does not reach the customer because an incorrect e-mail address was provided, the e-mail account is inaccessible because its storage capacity is full, or due to any other error, typo, mistake, etc. attributable to the customer.

5.11. If the ordered product is not available at the time of the order or cannot be obtained, the Business reserves the right not to accept the order. In this case, no contract is concluded, and the customer shall be notified accordingly. The Business shall promptly arrange for the refund of any payment that may have been made previously.

6. Payment and performance of the contract

6.1. All prices are stated by the Business in Hungarian forints and include VAT and packaging costs. The customer shall receive separate information about the shipping costs before submitting the final order and accepts these costs together with the order.

6.2. Available payment methods: cash or bank transfer, advance bank transfer, and cash on delivery. Companies and private individuals may only pay in cash or by advance bank transfer.

6.3. If the customer wishes to collect the ordered product at the registered office of the Business, they may indicate this when placing the order. The product can be collected after a prior appointment has been arranged.

6.4. Shipping costs: - delivery within Debrecen by our own truck: HUF 3,810,
- nationwide delivery by our own vehicle: HUF 5,000
- postal parcel: between HUF 0–20,000: HUF 3,000
- postal parcel: over HUF 20,000: FREE!
- order value over HUF 100,000: FREE!

As our colleagues carry out deliveries between 08:00 and 17:00, please provide a delivery address where you can be reached during the day, such as your workplace, together with the recipient's name and mobile phone number. Please provide any information that may make delivery easier, e.g. how the delivery address can be approached, whether it is a one-way street, whether access to the courtyard of an institution is possible, whether there is an opportunity to unload, etc.

6.5. Expected delivery time: our company undertakes to deliver the ordered products as follows: Delivery time: within 1–4 weeks; for playground equipment and nursery furniture: 1–6 weeks. Due to the size and specific characteristics of our products, we deliver throughout the country using our own vehicles. Smaller products are shipped by Magyar Posta Zrt. The exact delivery date of the products will be communicated in advance by e-mail or telephone to the person indicated on the order.

6.6. Any costs of resending a package due to an unsuccessful delivery caused by the customer shall in all cases be borne by the Customer!

7. Invoicing

Please include the following information on the order:
customer's name, telephone number
billing name, address, tax number
delivery name and address (if different from the billing details)

payment method
The invoice is always handed over in printed form upon delivery or sent by post after delivery.

8. Guarantee

The guarantee certificate provided by the manufacturers will be sent by post in the package.

For the detailed rules on statutory warranty and guarantee, please refer to Chapters 14. Statutory Warranty, 15. Product Warranty, 16. Guarantee and 17. Model Information on Warranties and Guarantees!

9. Retention of title

The Business retains title to the ordered product until the full purchase price has been paid. Unauthorised disposal of an unpaid product may result in criminal proceedings.

10. Copyright notice

The operator of the Website and those involved in creating its content reserve their copyright pursuant to Act LXXVI of 1999 on Copyright! All content appearing on the Website, including information, descriptions, articles, images, website graphics and any other individual, original solutions, constitutes a copyright work (hereinafter: "work") and is protected by copyright under the above-mentioned Act.

Unless otherwise provided, the authors of the works found on the Website permit the reproduction of their works under the following conditions:

Without our prior written consent, it is prohibited to reproduce, adapt, distribute, communicate to the public or otherwise use any of the above works by any technical means or on any type of data carrier. A usage fee/compensation of HUF 100,000, i.e. one hundred thousand Hungarian forints, shall be charged for each unauthorised use of content (e.g. article, description, image).

This prohibition does not affect cases of free use, which are permitted only for the categories of users and for the purposes and to the extent specified by law.