

Terms of Purchase - Starbox divat

Starboxdivat.hu

General Terms and Conditions

This document is not filed, is concluded exclusively in electronic form, does not qualify as a written contract, is written in Hungarian and does not refer to any code of conduct. If you have any questions regarding the operation of the webshop or the ordering and delivery process, we are available at the contact details provided.

The scope of these General Terms and Conditions applies to legal relationships established on the Service Provider's websites (www.starboxdivat.hu, www.my77arkad.hu, www.my77eger.hu, www.rensix.hu) and their subdomains. These General Terms and Conditions are continuously available from the following website: <https://www.starboxdivat.hu/aszf> and can be downloaded from the following link: <https://www.starboxdivat.hu/files/pdf/ASZF.pdf>

1. Service Provider details:

Name of the service provider: Legend Trade Limited Liability Company

Registered office of the service provider: 3300 Eger, Trinitárius u. 1.

Contact details of the service provider, regularly used email address for communication with users: info@starboxdivat.hu

Company registration number: 10 09-035988

Tax number: 24953689-2-10

Name of the registering authority: Eger Court of Justice as Court of Registration

Phone number: +36 70-623-6697 (on working days: 10:00–16:00)

Data protection registration number: in progress...

Language of the contract: Hungarian

Name, address and email address of the hosting provider:

Webenlét Kft.

1131 Budapest, Hajdú köz 7.

Tel: 06-1 6960810

Mobile: 0670-6414121

info@webenlet.hu

2. Basic provisions:

2.1. Matters not regulated in these Terms, as well as the interpretation of these Terms, are governed by Hungarian law, with particular regard to Act V of 2013 on the Civil Code ("Civil Code"), Act CVIII of 2001 on certain issues of electronic commerce services and information society services, and Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the applicable laws apply to the parties without any separate stipulation.

2.2. These Terms have been in force since 16 January 2015 and remain in force until revoked. The Service Provider is entitled to amend the Terms unilaterally. The Service Provider publishes the amendments on the websites 11 (eleven) days before they enter into force. By using the websites, Users accept that all regulations relating to the use of the websites automatically apply to them.

2.3. If the User enters the webshop website operated by the Service Provider or reads its content in any way, even if they are not a registered user of the webshop, they acknowledge the provisions of these Terms as binding upon themselves. If the User does not accept the terms, they are not entitled to view the content of the webshop.

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

3. Registration/purchase

3.1. By purchasing/registering on the website, the User declares that they have read and accepted these General Terms and Conditions and the Privacy Notice published on the website, and consent to the data processing.

3.2. During purchase/registration, the User is obliged to provide their own real data. In the event of false data or data related to another person being provided during purchase/registration, the resulting electronic contract is null and void. The Service Provider excludes its liability if the User uses its services in another person's name or with another person's data.

3.3. The Service Provider bears no liability for delivery delays or any other problems or errors resulting from data incorrectly and/or inaccurately provided by the User.

3.4. The Service Provider is not liable for damages arising from the User forgetting their password or from it becoming accessible to unauthorised persons for any reason not attributable to the Service Provider.

4. Scope of purchasable products and services

4.1. The displayed products can only be ordered online. The prices displayed for the products are given in Hungarian forints, include the VAT prescribed by law, but do not include the cost of home delivery. No separate packaging cost is charged.

4.2. The purchase prices shown next to the products will certainly not change between placing the order and receiving the goods. You therefore pay the price you see on the website when placing the order.

4.3. In the webshop, the Service Provider displays the product name and description in detail and shows photos of the products. The images displayed on the product data sheets may differ from reality and may be shown for illustration purposes. We do not accept liability for differences between the image shown in the webshop and the actual appearance of the product.

4.4. If a promotional price is introduced, the Service Provider fully informs Users about the promotion and its exact duration.

4.5. If, despite all due care by the Service Provider, an incorrect price appears on the Webshop interface, especially an obviously incorrect price, such as a "0" HUF or "1" HUF price that differs significantly from the generally known, generally accepted or estimated price of the product, or appears due to a system error, the Service Provider is not obliged to deliver the product at the incorrect price, but may offer delivery at the correct price, knowing which the Customer may withdraw from the purchase intention.

4.6. In the case of an incorrect price, there is a conspicuous disproportion in value between the real and displayed price of the product, which an average consumer should notice immediately. Under Act V of 2013 on the Civil Code, a contract is created by the mutual and corresponding expression of the parties' intent. If the parties cannot agree on the contractual terms, meaning there is no mutual and corresponding declaration expressing the intent of the parties, no valid contract can be considered to have been created that would give rise to rights and obligations. Based on this, an order confirmed at an incorrect/erroneous price shall be considered a null and void contract.

5. Ordering process

5.1. After registration, the User logs into the webshop, or may also start shopping without registration.

5.2. The User sets the quantity of the product or products they wish to purchase.

5.3. The User places the selected products in the cart. The User can view the contents of the cart at any time by clicking on the "cart" link.

5.4. If the User wishes to place further products in the cart, they select the "continue shopping" button. If they do not wish to purchase further products, they check the quantity of the product to be purchased. By clicking on the "bin/delete" icon, they can delete the contents of the cart. To finalise the quantity, the User clicks on the refresh/update cart icon.

5.5. The User selects the shipping address, then the shipping/payment method, the types of which are as follows:

5.5.1. Payment methods:

Promotions and coupons:

On the website, discounts may be obtained with coupons from time to time, which apply only to full-price or designated products. Coupons cannot be combined with other promotional prices. When purchasing, please enter the coupon code in the appropriate place and the system will automatically deduct the discount. If the coupon does not work, please send an email to info@starboxdivat.hu.

Purchase marked for bank transfer:

Please make the bank transfer within 5 working days. If this is not done, your order will be cancelled and the products will be returned to our website.

Purchase selected with cash on delivery: depending on receipt, it will be processed during working hours between 10:00 and 14:00, then handed over to our courier service.

The courier service delivers it to the customer on the afternoon of the next working day.

Issuing a receipt/invoice:

We issue a receipt/invoice for every sale.

If, at the customer's request, we issue an invoice suitable for tax accounting purposes ("VAT invoice"), it will include the names and prices of the goods and the costs related to delivery, and will comply with tax law requirements.

The issued invoice complies with the obligations prescribed by the VAT Act and Ministry of Finance regulations.

Please indicate your request for a VAT invoice in advance, in the note section for bank transfer, pink cheque or order.

Settlement of the invoice:

Payment methods:

- Bank transfer in advance, followed by delivery. Also for international delivery.
- Cash on delivery.
- Online bank card payment.

Bank transfer:

Please transfer the gross value of the ordered product and the shipping cost to the bank account provided below. After the transferred amount has arrived in our account, the order will be delivered within Hungary within a maximum of 3 working days. We provide 5 working days for payment of the purchased products. After the 5th working day, the products are automatically returned to stock and your purchase becomes invalid. When the package is delivered, you will no longer have to pay any costs. We undertake international delivery to any country after advance payment.

Bank transfer from Hungary:

Bank name: OTP Bank

Account holder: Starbox Divat Kft.

Account number: 11739009-20258054-00000000

Please make sure to indicate your order number and the customer's name in the comment field.

Money transfer from abroad:

Bank Name: OTP Bank

Bank address: 1051 Budapest, Nádor utca 16.

A/C NAME: Starbox Divat Kft.

Address: Hungary.

SWIFT/BIC: OTPVHUHB

IBAN A/C NO: HU09117390092025805400000000

Cash on delivery payment:

Please be ready on the afternoon of the working day after ordering to receive the goods that may already arrive at your address and to provide the necessary amount in cash. Cash on delivery can only be settled in cash, handed over to the courier. It is therefore important that during ordering you provide a phone number and address where the courier can contact you in such cases in order to ensure successful delivery.

Online bank card payment:

You have the option to pay by bank card through PayPal or the secure payment system of OTP Bank Zrt.

5.5.2. Shipping information:

The products ordered by you are delivered within Hungary by MPL or GLS courier service. Domestic and integrated parcel delivery means that MPL or GLS, according to the sender's request, collects the parcels at the place specified by the Client and delivers the parcels in such a way that they remain under its supervision throughout the process from collection to delivery.

The shipment and information related to the shipments can also be tracked by the sender, and proof of delivery can be retrieved at any time within the limitation period.

In the event of a change of address, MPL or GLS also undertakes address correction and delivery to the corrected address.

The service also includes a second delivery attempt following unsuccessful delivery.

Based on the instruction of the sender or recipient, the package will be delivered to a new address or to the original address at a different time.

If the package cannot be received within the timeframe specified by the courier service, the courier service will automatically return the shipment to us for an additional fee. In this case, the customer is obliged to reimburse our company for the original courier fee plus the return delivery fee.

A misplaced courier service notice is subject to a courier service complaint by the customer; we do not accept financial liability arising from this.

Shipping fee within Hungary:

- Shipping cost to Hungary with cash on delivery: HUF 1,390
- With advance bank transfer: HUF 1,390
- In the case of a purchase worth HUF 20,000, delivery within Hungary is free of charge.

Exchange option in Hungary:

For exchanges or any other questions, please call our customer service phone number: +36-70-6236697. Personal collection or exchange of goods is not possible.

5.6. If an error or omission occurs in the webshop regarding products or prices, we reserve the right to make corrections. In such a case, after recognising and correcting the error, we immediately inform the customer of the new data. The customer may then confirm the order once again, or either party may withdraw from the contract.

5.7. The final amount payable includes all costs based on the order summary and confirmation email. The package contains the invoice, the information on the right of withdrawal and the warranty letter. The User is obliged to inspect the package in front of the courier upon delivery, and in the event of any damage detected on the products or packaging, must request that a report be drawn up. In case of damage, the User is not obliged to accept the package. Subsequent complaints without a report are not accepted by the Service Provider. Packages are delivered on working days between 8:00 and 17:00.

5.8. After entering the data, the User can submit their order by clicking the "approve order" button, but before doing so they may check the entered data once again, send a comment with their order, or indicate any other order-related request to us by email.

5.9. Correction of data entry errors: before completing the ordering process, the User can always return to the previous step, where they can correct the entered data.

5.10. After submitting the order, the User receives confirmation by email. If this confirmation does not arrive to the User within the expected deadline depending on the nature of the service, but no later than within 48 hours from sending the order, the User is released from the offer commitment or contractual obligation. The order and its confirmation are considered received by the Service Provider or the User when they become accessible to them. The Service Provider excludes its confirmation liability if the confirmation does not arrive on time because the User provided an incorrect email address during registration or cannot receive messages due to the storage space of their account being full.

6. Processing and fulfilment of orders

6.1. Orders are processed during opening hours. It is also possible to place an order outside the times indicated for order processing; if the order is placed after working hours, it will be processed on the following day. The Service Provider's customer service always confirms electronically when it can fulfil the order.

6.2. General fulfilment deadline: within 1–3 working days from confirmation.

6.3. If the Service Provider does not fulfil its contractual obligation because the product specified in the contract is not available, it is obliged to inform the User without delay and refund the amount paid by the User without delay, but no later than within thirty days.

6.4. The Service Provider does not accept liability for possible changes without prior notice to technical information or descriptions due to the supplier or reasons beyond its control. The Service Provider reserves the right to refuse already confirmed orders partially or in full. Partial fulfilment may take place only after consultation with the User.

Right of withdrawal

7.1. Under Directive 2011/83/EU of the European Parliament and of the Council, and Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses, the User shall indicate their intention to withdraw in writing at info@starboxdivat.hu within 5 days of receiving the ordered product; in this case, they may withdraw from the contract within 14 days without giving any reason and return the ordered product. In the absence of this information, the User is entitled to exercise the right of withdrawal for up to 1 year.

7.2. The period for exercising the right of withdrawal expires 14 days after the day on which the User, or a third party indicated by the User other than the carrier, receives the product.

7.3. The cost of returning the product must be borne by the consumer; the business has not undertaken to bear this cost.

7.4. In the event of exercising the right of withdrawal, the User is not charged any cost other than the cost of returning the product; however, the Service Provider may claim compensation for material damage resulting from improper use.

7.5. The User does not have the right of withdrawal in the case of a non-prefabricated product that was produced based on the consumer's instructions or at their express request, or in the case of a product clearly personalised for the consumer.

7.6. After the product has been returned, the Service Provider refunds the amount paid to the User without delay, but no later than within 14 days, in accordance with the above laws.

7.7. During the refund, we use the same payment method as that used in the original transaction, unless the User expressly consents to the use of another payment method; the User will not incur any additional costs as a result of this refund method.

7.8. The User is obliged to return the goods or hand them in at the Service Provider's address without undue delay, but in no case later than 14 days from sending the notice of withdrawal from the contract to the Service Provider.

7.9. The User meets the deadline if they return or hand over the product(s) before the expiry of the 14-day period.

7.10. The consumer bears only the direct cost of returning the product, unless the business has undertaken to bear this cost.

7.11. We are unable to accept packages returned by cash on delivery.

7.12. The User may only be held liable for depreciation in the value of the goods if it occurred due to handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7.13. The Service Provider may withhold the refund until it has received the goods back or the User has provided proof that they have returned them, whichever occurs earlier.

7.14. If the User wishes to exercise their right of withdrawal, they may indicate this at one of the Service Provider's contact details in writing, including using the attached form, or by phone. In the case of written notification by post, the date of posting is taken into account; in the case of notification by phone, the date of the phone notification is taken into account. In the case of postal notification, the Service Provider accepts notification sent as a registered letter or parcel. The User may return the ordered product to the Service Provider by post or courier service.

7.15. The User must pay particular attention to using the product as intended, as they are responsible for compensating damage arising from improper use. Within fourteen days of the product being returned, the Service Provider refunds the purchase price of the product to the bank account number provided by the User. Refunds are made exclusively by bank transfer, so please make sure to provide your bank account number.

7.16. Please do not damage the product in any way before trying it on and do not remove its label, because in the event of product damage or the label being cut out, we cannot take it back.

7.17. Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses is available [here](#).

7.18. Directive 2011/83/EU of the European Parliament and of the Council is available [here](#).

7.19. The User may also contact the Service Provider with any other complaint using the contact details found in these Terms.

7.20. The right of withdrawal does not apply to businesses, meaning persons acting within the scope of their profession, independent occupation or business activity.

8. Warranty and guarantee

Implied warranty

8.1. In what cases may the User exercise their implied warranty rights?

In the event of defective performance by the company operating the webshop, the User may enforce an implied warranty claim against the business according to the rules of the Civil Code.

8.2. What rights does the User have based on their implied warranty claim?

At the User's choice, the User may make the following implied warranty claims: they may request repair or replacement, unless fulfilment of the chosen claim is impossible or would involve disproportionate additional costs for the business compared with fulfilling another claim. If the User did not or could not request repair or replacement, they may request a proportionate reduction of the consideration or withdraw from the contract. The User may switch from one chosen implied warranty right to another, but the cost of the switch shall be borne by the User, unless it was justified or caused by the business.

8.3. Within what deadline may the User enforce their implied warranty claim?

The User is obliged to report the defect without delay after discovering it, but no later than within two months of discovering the defect. Please note, however, that beyond the two-year limitation period from the performance of the contract, the User can no longer enforce their implied warranty rights.

8.4. Against whom may the User enforce their implied warranty claim?

The User may enforce their implied warranty claim against the business.

8.5. What other condition applies to enforcing implied warranty rights?

Within six months from performance, there is no condition for enforcing an implied warranty claim other than reporting the defect, provided that the User proves that the product or service was provided by the business operating the webshop. After six months from performance, however, the User is obliged to prove that the defect recognised by the User already existed at the time of performance.

Product warranty

8.6. In what cases may the User exercise their product warranty right?

In the event of a defect in a movable item, meaning a product, the User may, at their choice, enforce either an implied warranty claim or a product warranty claim.

8.7. What rights does the User have based on a product warranty claim?

As a product warranty claim, the User may only request repair or replacement of the defective product.

8.8. In what case is the product considered defective?

A product is defective if it does not meet the quality requirements in force when it was placed on the market, or if it does not have the characteristics stated in the description provided by the manufacturer.

8.9. Within what deadline may the User enforce their product warranty claim?

The User may enforce their product warranty claim within two years from the product being placed on the market by the manufacturer. After this deadline, the User loses this right.

8.10. Against whom and under what other condition may the User enforce their product warranty claim?

The User may exercise their product warranty claim only against the manufacturer or distributor of the movable item. In the event of enforcing a product warranty claim, the User must prove the defect of the product.

8.11. In what cases is the manufacturer or distributor exempt from its product warranty obligation?

The manufacturer or distributor is exempt from its product warranty obligation only if it can prove that:

- it did not manufacture or place the product on the market within the scope of its business activity, or
- the defect was not recognisable according to the state of science and technology at the time of placing on the market, or
- the defect of the product results from the application of a law or mandatory authority regulation.

It is sufficient for the manufacturer or distributor to prove one reason for exemption.

Please note that due to the same defect, implied warranty and product warranty claims cannot be enforced at the same time, in parallel with each other. However, if your product warranty claim is successfully enforced, you may enforce your implied warranty claim against the manufacturer regarding the replaced product or repaired part.

General rules

8.12. The Service Provider does not provide warranty for damage resulting from natural wear and tear, or for damage caused by improper or negligent handling after the transfer of risk, excessive use, effects other than those specified, or other improper use of the products.

8.13. The Service Provider sends products returned by post as registered mail, where possible with additional registered service, with appropriate outer packaging and together with the invoice. STARBOX DIVAT KFT. is in no way liable for items lost by the Post or for any damage occurring during transport.

8.14. In cases that are not clearly decidable or are disputed, or where intentional damage is suspected, the product in question will, at the consumer's request and in accordance with applicable laws, be sent for an independent examination, where an expert opinion will be prepared. Further administration is determined by the findings of the expert opinion.

9. Procedure in the event of a warranty claim

9.1. In a contract between a consumer and a business, the agreement of the parties may not deviate from the provisions of the decree to the detriment of the consumer.

9.2. The consumer is obliged to prove the conclusion of the contract, with an invoice or even just a receipt.

9.3. The costs related to fulfilling the warranty obligation are borne by the Service Provider under Section 6:166 of the Civil Code.

9.4. The business is obliged to draw up a report on the consumer's warranty or guarantee claim reported to it.

9.5. A copy of the report must be made available to the consumer without delay and in a verifiable manner.

9.6. If the Service Provider is unable to declare whether the consumer's warranty claim can be fulfilled at the time it is reported, it is obliged to notify the consumer of its position within five working days in a verifiable manner, including the reason for rejection if the claim is rejected and the possibility of turning to a conciliation board.

9.7. The Service Provider is obliged to keep the report for three years from the date it is drawn up and present it at the request of the inspection authority.

9.8. The Service Provider must strive to complete repair or replacement within no more than fifteen days.

Miscellaneous provisions

10.1. The Service Provider is entitled to use contributors to fulfil its obligations. It is fully liable for their unlawful conduct as if it had committed the unlawful conduct itself.

10.2. If any part of these Terms becomes invalid, unlawful or unenforceable, this does not affect the validity, legality and enforceability of the remaining parts.

10.3. If the Service Provider does not exercise a right to which it is entitled under these Terms, failure to exercise the right shall not be considered a waiver of that right. Any waiver of a right is valid only in the case of an express written declaration to that effect. The fact that the Service Provider does not insist strictly on an essential condition or provision of these Terms on one occasion does not mean that it waives the right to insist on strict compliance with the given condition or provision in the future.

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

11. Complaint handling procedure

11.1. The aim of our store is to fulfil all orders in appropriate quality and to the full satisfaction of the customer. If the User nevertheless has any complaint regarding the contract or its performance, they may communicate their complaint at the above email address or by letter.

11.2. The Service Provider examines verbal complaints immediately and remedies them if necessary. If the customer does not agree with the handling of the complaint, the Service Provider immediately draws up a report on the complaint and its position regarding it, and provides a copy to the customer. If immediate examination of the complaint is not possible, the Service Provider draws up a report on the complaint and provides a copy to the customer.

11.3. Our webshop responds to written complaints in writing within 30 days. It gives reasons for any position rejecting the complaint. A copy of the response is kept for 3 years and presented to the inspection authorities upon request.

11.4. You may submit a complaint to the Consumer Protection Customer Service of the Heves County Government Office:

Address: 3300 Eger, Kossuth Lajos utca 9.

Central phone number: 06(36)515-469

Email: fogyved@heves.gov.hu.

The list of government offices in Hungary can be found here: kormanyhivatalok.hu

11.5. In the event of a complaint, you have the option to turn to the following conciliation board:

Contact details of the Conciliation Board operated by the Borsod-Abaúj-Zemplén County Chamber of Commerce and Industry:

Registered office: 3525 Miskolc, Szentpáli u. 1.

Postal address: 3501 Miskolc, P.O. Box 376.

Phone number: (46) 501-090/105 extension for new cases

(46) 501-871 for ongoing cases

Email: bekeltetes@bokik.hu

The list of conciliation boards in Hungary can be found here: bekeltetes.hu

12. Copyrights

12.1. Since starboxdivat.hu, as a website, qualifies as a copyrighted work, it is prohibited to download, reproduce, communicate to the public again, otherwise use, electronically store, process or sell the content appearing on the Starboxdivat.hu website, or any part thereof, without the written consent of the Service Provider.

12.2. Any material from the Starboxdivat.hu website and its database may be taken over, even with written consent, only with reference to the given website.

12.3. The Service Provider reserves all rights to every element of its service, its domain names, the secondary domain names created with them and its online advertising spaces.

12.4. It is prohibited to adapt or reverse engineer the content of the Starboxdivat.hu website or its individual parts; to create user IDs and passwords in an unfair manner; or to use any application by which the Starboxdivat.hu website or any part thereof can be modified or indexed.

12.5. The Starboxdivat.hu name is protected by copyright; its use, with the exception of references, is possible only with the written consent of the Service Provider.

12.6. The User acknowledges that in the event of unauthorised use, the Service Provider is entitled to a contractual penalty. The amount of the contractual penalty is gross HUF 60,000 per image and gross HUF 20,000 per word. The User acknowledges that this contractual penalty clause is not excessive and browses the site with this knowledge. In the event of copyright infringement, the Service Provider uses a notarial statement of facts, the cost of which is also charged to the infringing user.

13. Data protection

The website's privacy notice is available on the following page: <http://starboxdivat.hu/adatvedelem>

Eger, 16.12.2024