

This English version is provided for information purposes only. The Hungarian version of the General Terms and Conditions shall prevail and is legally binding.

GENERAL TERMS AND CONDITIONS

Dear Visitors and Customers,

Welcome to the webshop operated and maintained by **Rocky 2018 Kft.**, where you can purchase the confectionery products and pastries conceived and produced in the pastry shop of Rocky 2018 Kft.

This document, our **General Terms and Conditions** (hereinafter: **GTC**), contains important information regarding purchases and orders, therefore we kindly ask you to read it carefully. Our **Privacy Notice** also contains important information; it is available at the bottom section of the webshop's (hereinafter: the **Webshop**) home page.

I. Introduction

These GTC set out the description of, and the conditions for using, the online service of **Rocky 2018 Korlátolt Felelősségű Társaság** (hereinafter: **Tortakiszállítás.hu** or the **Service Provider**) available on the website <https://tortakiszallitas.hu/>

(hereinafter: the **Service**).

1) Service Provider

- **Company name:** Rocky 2018 Kft
- **Company registration number:** 01-09-993142
- **Registered seat (postal address):** 1074 Budapest, Dob utca 21., Hungary
- **Tax number:** 14205411-1-42
- **Bank account number:** 11716008-22543181-00000000
- **Statistical number:** 14205411-8299-113-01

- **Court of registration:** Company Court of the Budapest-Capital Regional Court (Fővárosi Törvényszék Cégbírósága)
- **Managing Director:** Házi Dömötör (sole right of representation)
- **E-mail:** info@tortakiszallitas.hu
- **Telephone:** +36 30 194 19617 (callable at standard rates)
- **Chamber registration:** Budapest Chamber of Commerce and Industry – registration no.: BU24289360
- **Place of performance of the Service:** the pastry shop operated by Rocky 2018 Kft under the name “**Neked Készül**”: 1062 Budapest, Andrásy út 56., Hungary (customer complaint handling related to purchases also takes place here)

2) Hosting service provider

- **Company name:** Rackforest Zrt.
- **Company registration number:** 01-10-142004
- **Registered seat:** 1132 Budapest, Victor Hugo utca 11., 5th floor, B05001, Hungary
- **E-mail:** info@rackforest.com
- **Telephone:** +36 1 211 0044

3) Contracted delivery partner

- **Company name:** Food El Yo Sale Kft
- **Registered seat:** 1106 Budapest, Jászberényi utca 45., Hungary
- **Tax number:** 28798066-2-42

4) Laws applicable to the business in connection with operating the Webshop

- Act V of 2013 on the Civil Code;
- Act XLVII of 2008 on the prohibition of unfair commercial practices against consumers;
- Act CVIII of 2001 on electronic commerce services and certain matters related to information society services;
- Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses;

- NGM Decree 19/2014 (IV. 29.) on the procedural rules for handling warranty and guarantee claims relating to goods sold under consumer-business contracts;
- Act CLV of 1997 on consumer protection;
- Act XLVIII of 2008 on the basic conditions and certain restrictions of economic advertising activities;
- Government Decree 335/2012 (XII. 4.) on the provision of postal services;
- Act CXXX of 2016 on the Code of Civil Procedure;
- Act C of 2000 on accounting;
- Regulation (EC) No 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I);
- Directive 2011/83/EU of the European Parliament and of the Council (25 October 2011) on consumer rights.

Visitors to the Webshop and persons intending to purchase may access the website without restriction; however, **registration and the creation of a user account are not available**, therefore purchases can be made **without registration**.

Quick note (important)

A szövegben több helyen szerepel „**Vintage Garden**”, miközben máshol **Rocky 2018 Kft / Tortakiszállítás.hu** a szolgáltató. Fordításban ezt *egy az egyben* át tudom venni, de **jogilag/üzletileg érdemes egységesíteni**, mert egy angol verzióban ez nagyon feltűnő.

Ha oké így a hangnem és a terminológia (GTC / Service Provider / Webshop stb.), akkor a következő üzenetben folytatom a **II. A Szolgáltatás** teljes részével, ugyanabban a stílusban.

Ezt mondtad:
Folytasd

A ChatGPT ezt mondta:
Rendben — folytatom a **II. A Szolgáltatás** résszel (a következő nagy fejezetig, ahogy a szövegben van), ugyanabban a stílusban.

II. The Service

On the website <https://tortakiszallitas.hu/>

, the Service Provider presents the products (confectionery items, pastries, cakes, confectionery accessories, etc.) that visitors may purchase by placing an order (hereinafter: the **Customer**). Information and descriptions relating to the products available for purchase are contained on each product's data sheet available on the website. Based on the content of the data sheet, the characteristics and ingredients of the product can be determined, including those ingredients that qualify as allergens. The data sheet also indicates which products are gluten-free.

Photographs displayed on the website are illustrations; therefore, the Customer may experience minor differences between the appearance of the ordered product and the photograph. However, the contents of the product are uniform and contain the stated ingredients, in accordance with the high quality standards prescribed and maintained by our pastry shop.

The data sheet also provides information about delivery and collection, and—in the case of cakes—the available cake sizes. The Customer may, **without registration**, compile a shopping list from the current product range. For this purpose, the Customer may use the website's "cart icon" (hereinafter: the **Cart**) as a cart function, where the products intended for purchase can be placed.

After compiling the shopping list, placing it in the Cart, providing the other necessary data, and—if payment by bank card is selected—after paying the purchase price, **Tortakiszállítás.hu** will deliver the selected products to the Customer (if home delivery is selected) and hand them over at the delivery address.

If the Customer chooses the option of **personal collection** at the pastry shop called "**Neked Készül**", the Customer may also choose **cash on delivery**, provided that the purchase price of the ordered products to be collected on site is paid **on site**, either in cash or by bank card. If the Customer requests **delivery**, the purchase price must be paid **in advance** by bank card on the

payment page of the website. In the case of delivery, **cash on delivery is not available.**

Delivery area

Budapest (the areas indicated by the following postal codes) and certain settlements/parts of **Pest County**:

Budapest District I: 1011, 1012, 1013, 1014, 1015, 1016

Budapest District II: 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029

Budapest District III: 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039

Budapest District IV: 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048

Budapest District V: 1051, 1052, 1053, 1054, 1055, 1056

Budapest District VI: 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069

Budapest District VII: 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078

Budapest District VIII: 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089

Budapest District IX: 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098

Budapest District X: 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108

Budapest District XI: 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119

Budapest District XII: 1121, 1122, 1123, 1124, 1125, 1126

Budapest District XIII: 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139

Budapest District XIV: 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149

Budapest District XV: 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158

Budapest District XVI: 1161, 1162, 1163, 1164, 1165

Budapest District XVII: 1171, 1172, 1173, 1174

Budapest District XVIII: 1181, 1182, 1183, 1184, 1185, 1186, 1188

Budapest District XIX: 1191, 1192, 1193, 1194, 1195, 1196

Budapest District XX: 1201, 1202, 1203, 1204, 1205
Budapest District XXI: 1211, 1212, 1213, 1214, 1215
Budapest District XXII: 1221, 1222, 1223, 1224, 1225
Budapest District XXIII: 1238, 1239

Only natural persons who have reached the age of **16** may use the Service, provided that they accept the GTC and consent to the processing of their personal data.

We do not apply any minimum limit regarding the minimum quantity of products that may be purchased.

The maximum purchasable quantity is always subject to available inventory.

If the Customer is a legal entity, it is also necessary to designate a natural person and provide their telephone contact details for communication purposes.

The sales contract is concluded between **Tortakiszállítás.hu** and the Customer. Tortakiszállítás.hu is only responsible for orders placed through the online catalogue on <https://tortakiszallitas.hu/>

III. Amendment of the GTC, Entry into Force, and Acceptance by the Customer

The provisions of these GTC shall govern the use of the Service. **Vintage Garden** shall be entitled to amend the GTC at any time in the event of changes in the legal environment or in its sales system. Amendments to the GTC shall enter into force **10 days after their publication** by Vintage Garden.

Amendments to the GTC shall not affect purchases already in progress or contracts already concluded. Within the framework of the Service, the Customer accepts the amended GTC by placing a new shopping list after the amended GTC has entered into force.

For matters not regulated or not sufficiently regulated in these GTC, the legislation referenced in **Section I. Introduction** of these GTC shall apply.

IV. Purchase Process

The website does not allow the creation of a customer account or registration. Accordingly, the Customer is entitled to purchase products **without registration**.

During the purchase process, the Customer is obliged to provide the data required for placing the order, as indicated on the website. **Tortakiszállítás.hu** shall not be liable for the failure of the Service or for any damage resulting from the provision of false data or from the failure to update data.

The Customer undertakes to provide data that is accurate and corresponds to reality in the Webshop. Tortakiszállítás.hu excludes liability for any damage resulting from incorrect, erroneous, or false data or e-mail addresses provided during the purchase. Tortakiszállítás.hu acts on the basis of the data provided by the Customer, issues invoices accordingly, and is responsible for performance.

The Webshop provides the possibility for the Customer to submit **custom or individual order requests**; however, in such cases the Customer is requested to contact Tortakiszállítás.hu via the page dedicated to this purpose, as such individual orders can only be fulfilled on the basis of a **separate agreement**.

V. Prices

The prices indicated are in **Hungarian Forints (HUF)** and include **18% VAT**. The indicated prices do **not** include the delivery fee.

The delivery fee includes all costs incurred in connection with delivery. The Customer shall not be obliged to pay any additional fees beyond the purchase price and the delivery fee.

The current amount of the delivery fee is displayed **before finalizing the purchase** on the Checkout page, on the interface summarizing the contents of “Your Cart”. This interface summarizes the purchase price and the delivery fee and informs the Customer of the total amount payable.

The delivery fee varies depending on the delivery location and the quantity of the order. The exact delivery fee is calculated automatically by our system (hereinafter: the **System**) based on the ordered quantity and the delivery location. On the “Cart Total” page, the Customer may already calculate the delivery fee, which is also displayed on the “Your Cart” order summary page available next to the “Billing Details”. This interface also displays the tax content of the purchase price expressed numerically.

Given that different delivery locations involve different delivery fees —which are always dependent on the fee specified by the delivery service provider— we can only inform our Customers of the current delivery fee on the above-mentioned interface after the final delivery fee calculation has been completed.

Currently applicable delivery fees:

BUDAPEST ZONE 1

BUDAPEST ZONE 2

BUDAPEST ZONE 3

HUF 4,190

HUF 4,570

HUF 4,950

Postal codes:

1011 1012 1013 1014 1015 1016 1022 1023 1024 1025 1026 1027
1032 1033 1034 1035 1036 1051 1052 1053 1054 1055 1056 1061
1062 1063 1064 1065 1066 1067 1068 1069 1071 1072 1073 1074
1075 1076 1077 1078 1081 1082 1083 1084 1085 1086 1087 1088
1089 1091 1092 1093 1094 1095 1096 1097 1098 1131 1132 1133
1134 1135 1136 1137 1138 1139 1142 1143 1144 1145 1146 1147
1148 1149

1041 1042 1043 1044 1045 1046 1047 1048 1101 1102 1103 1104
1105 1106 1107 1108 1111 1112 1113 1114 1115 1116 1117 1118
1119 1121 1122 1123 1124 1125 1126 1151 1152 1153 1154 1155
1156 1157 1158 1161 1163 1191 1192 1193 1194 1195 1196 1201
1202 1203 1204 1205

1021 1028 1029 1031 1037 1038 1039 1162 1164 1165 1171 1172
1173 1174 1181 1182 1183 1184 1185 1186 1188 1211 1212 1213
1214 1215 1221 1222 1223 1224 1225 1238 1239

AGGLOMERATION 1

AGGLOMERATION 2

AGGLOMERATION 3

HUF 5,710

HUF 6,100

HUF 6,600

Postal codes:

2011 2040 2042 2092 2096 2119 2120 2142 2143 2220 2230 2233
2234 2310 2314 2330 2360

2000 2013 2030 2035 2036 2045 2049 2051 2071 2083 2141 2151
2461

2085 2131 2132 2225

If the Webshop applies promotions or makes coupons available to Customers, the coupon may be redeemed by entering the coupon code in the "Coupon Code" field and clicking the "Redeem Coupon" button. In this case, the System automatically reduces the purchase price by the amount of the specified coupon discount, without requiring any further action from the Customer.

VI. Purchase Process and Conclusion of the Contract

The Customer compiles their shopping list on the website by selecting the product(s) to be ordered, the quantity, any optional accessories, and—where offered by the System—the type of packaging. By clicking the **“Add to Cart”** button, the Customer may place the compiled order into the Cart.

After completing the contents of the Cart, clicking the **“Checkout”** button leads to the payment page, where the contents of the Cart can be reviewed together with the purchase price of the ordered goods and the delivery fee.

On this interface, both private individuals and non-natural persons purchasing on behalf of a company may enter the billing details required for invoicing by clicking the appropriate button and selecting the capacity in which they wish to place the order. In the case of a corporate purchase, it is necessary to provide the name and telephone number of a natural person for contact purposes.

On this interface, the delivery method can also be selected, offering two options:

- a) personal collection,
- b) delivery.

The earliest possible date for personal collection is also displayed here; however, this may be freely modified by clicking the **“Later date”** button. In the case of selecting standard delivery, the earliest available delivery time is also displayed here in the form of a time interval. In this case as well, the Customer may modify the delivery date by clicking the **“Later date”** button.

If delivery is requested, the delivery address must be provided on the interface. If the delivery address is identical to the information provided under the billing details, these details may be copied with a single click.

A **“Comments”** field is available to the Customer, where individual remarks or specific requests may be entered.

To finalize the order, it is necessary to check the boxes stating **“I acknowledge that my order entails a payment obligation”** and **“I have read and accept the General Terms and Conditions.”**

As the next step—if the Customer has chosen payment by bank card—the Customer must enter the payment interface, which redirects the Customer to the **Stripe** payment platform providing the bank card payment service. Online bank card payments are therefore carried out through the Stripe system. Bank card details are not transferred to **Vintage Garden** as the merchant.

Stripe is an online payment system that enables the acceptance of online bank card payments on a website. Further information about Stripe payments (in English) is available at:

<https://stripe.com/en-hu>

Stripe's privacy policy and statement (also in English), as well as its contact details, are available at:

<https://stripe.com/en-hu/privacy>

Compiling the shopping list and placing it in the Cart does **not** yet constitute an order and therefore does not create any obligation on the part of the Customer to purchase the products.

Before completing the payment, the Customer must accept the GTC, the Privacy Notice, and acknowledge that the order entails a payment obligation. By checking these three boxes, the Customer may proceed to initiate payment, which can be completed by entering their bank card details.

The Cart can be emptied by clicking the “**X**” button next to the product, and the order and payment process may be interrupted at any time. The contents of an emptied Cart may be restored by clicking the “**Undo?**” button.

To order the compiled products and complete the order, the Customer must click the “**Checkout**” button.

Tortakiszállítás.hu provides Customers with the possibility to correct errors resulting from data entry mistakes or misclicks by

pressing the browser's "**Back**" button, thereby returning to the previous state of text input.

Manually entered text elements and data may be removed by deleting them, and re-entry is possible.

After closing the order—i.e. after clicking the "**Complete Purchase**" button—the order can no longer be modified.

By initiating the payment transaction, the Customer accepts the contractual terms relating to the Service, i.e. the provisions of these GTC. Upon conclusion of the contract, the Customer declares that they have fully familiarized themselves with the terms set out in these GTC—including the information required under Section 11 of Government Decree 45/2014 (II. 26.)—and accepts them as binding, and further consents to the processing of their data necessary for the use of the Service within the scope defined in these GTC and the Privacy Notice.

The sales contract is concluded when **Tortakiszállítás.hu** sends confirmation of the order details to the e-mail address provided by the Customer during the ordering process.

Tortakiszállítás.hu sends an order confirmation to the Customer, which includes the GTC—including the information required under Section 11 of Government Decree 45/2014 (II. 26.)—as well as the invoice on a durable medium (by e-mail, in PDF format).

Depending on the settings of the Customer's e-mail account or the rules of the e-mail service provider, the confirmation e-mail may be delivered to the **Spam** (junk mail) folder. Therefore, if the Customer does not receive the order confirmation e-mail after completing the purchase, they are advised to check this folder.

Pursuant to Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, the contract thus concluded qualifies as a **distance contract concluded outside business premises**, in Hungarian language, not executed in writing, and is not registered by Tortakiszállítás.hu.

The conclusion of the contract is evidenced by the electronically stored purchase data provided by the Customer, which Tortakiszállítás.hu retains for the period prescribed by the legislation on accounting and taxation.

The content of the concluded contract consists of the following data:

- the data provided and technically entered by the Customer,
- the data relating to the purchased products stored in the Service Provider's System,
- other transaction-related data (e.g. bank confirmations), and
- the content of the GTC and information notices.

The concluded contract does not transform into a contract of indefinite duration or a flat-rate contract.

VII. Limitations of the Tortakiszállítás.hu Service, Service Issues, Obstacles, and Liability for Continuous Availability or Deficiencies

Although Tortakiszállítás.hu makes every reasonable effort to ensure the accuracy, factual correctness, and relevance of the content available on the website <https://tortakiszallitas.hu/>

, it cannot guarantee full compliance in all cases for the Customer. Tortakiszállítás.hu provides no warranty and shall not be liable for any errors, interruptions, or technical difficulties that may arise during the use of the website. If Tortakiszállítás.hu discovers any inaccuracies in the content—provided that correction is feasible—it shall correct them as soon as possible.

In particular, Tortakiszállítás.hu shall not be liable for:

- content uploaded to the Service website without its consent or knowledge, where it is technically impossible or impracticable for Tortakiszállítás.hu to prevent its use;

- incompatibility of the website <https://tortakiszallitas.hu/> with the User's device, software, or electronic communications network connection;
- technical difficulties, including errors and malfunctions related to the website <https://tortakiszallitas.hu/>

The provisions of this section do not affect Tortakiszállítás.hu's obligations relating to information duties, product liability, or liability for statutory warranty (implied warranty) in accordance with applicable laws.

The Customer acknowledges that due to the nature of the internet, the continuous operation of the website <https://tortakiszallitas.hu/>

may be interrupted without prior knowledge or intent of Tortakiszállítás.hu. Accordingly, Tortakiszállítás.hu does not guarantee the error-free or uninterrupted operation of the Service and the related website, nor that access to the Service will be continuous or error-free. Tortakiszállítás.hu shall make every reasonable effort to ensure the highest possible availability of both its own components and those operated by third parties.

Tortakiszállítás.hu is entitled to partially or fully suspend the Service for maintenance of the Service or the related website, or for other security reasons, with prior notice or notification. In urgent and unavoidable cases, such as suspension required to ensure service stability or in the event of a security incident, prior notification may not be provided.

Tortakiszállítás.hu shall only be liable for damages caused by intentional misconduct or gross negligence attributable to it. The extent of liability shall not exceed the value of the purchase transaction.

The Service Provider excludes liability for any damage caused by the contractual or unlawful conduct or omission of the Customer or any third party.

VIII. Payment and Invoicing

The Customer may settle the purchase price of the products using the following payment methods:

- If the Customer chooses **personal collection**, the purchase price may be paid at the **Neked Készül** pastry shop (1062 Budapest, Andrásy út 56., Hungary) at the time of collection, either **in cash or by bank card**.
- If the order is fulfilled by **delivery**, the Customer shall settle the purchase price **in advance** during the ordering process by **online bank card payment** via the payment service provider of Tortakiszállítás.hu (**Stripe**), in accordance with the data provided in the Webshop. Tortakiszállítás.hu does not offer the option of **cash on delivery**.

When selecting online payment, the Customer is redirected from the Tortakiszállítás.hu website to the Stripe payment page, through which the payment is executed. In order to complete the payment, the Customer must provide the following card details:

- card number,
- card expiry date,
- the 3-digit security code on the back of the card.

The cards accepted for payment are those card types currently specified by Stripe and indicated on the payment page.

The data entered during the payment process is not stored by Tortakiszállítás.hu, nor does it have access to such data; the data is handled exclusively by the payment service provider, and the data protection provisions of the financial service provider apply to the processing of personal data provided to it.

The Customer acknowledges that the Service Provider shall not be liable for any damage or misuse arising during or as a result of payment by bank card.

Following payment—and in the case of personal collection as well—the Customer shall immediately receive an **electronic invoice** via an automated electronic system to the e-mail address provided

during the order process. The invoice is issued using the **szamlazz.hu** invoicing application.

The invoice contains only the items ordered by the Customer and the amount actually paid for the order, or—where applicable—the amount paid at the time of personal collection. The issued electronic invoice may be stored electronically and can always be printed using the link provided in the e-mail.

Depending on the settings of the Customer's e-mail account or the rules of the e-mail service provider, the e-mail containing the invoice may be delivered to the **Spam** (junk mail) folder. Therefore, if the Customer does not receive the invoice after completing the purchase, they are advised to check this folder.

IX. Pre-contractual Information for Distance Contracts

(pursuant to Section 11 of Government Decree 45/2014 (II. 26.))

This information forms part of these GTC because, pursuant to the applicable legislation, prior to the conclusion of a contract concluded outside business premises or a distance contract, **Tortakiszállítás.hu** is required to provide the Customer with clear and comprehensible information.

a) The essential characteristics of the products offered for sale are available on the product data sheets. The data sheets provide comprehensive information on the products currently available, their contents, unit prices, and purchase prices, indicated as **gross prices** (i.e. the indicated prices include VAT where applicable), specifying the currency used, which is the **Hungarian Forint (HUF)**.

b) The name of Tortakiszállítás.hu is provided in **Section I. Introduction**.

c) The registered seat, postal address, telephone number, electronic contact details, company details, company registration

number, court of registration, and tax number of Tortakiszállítás.hu are provided in **Section I. Introduction**.

d) The place of business activity of Tortakiszállítás.hu is the registered seat specified in **Section I. Introduction**. The Customer may submit complaints to any of the contact details of Tortakiszállítás.hu indicated in Section I. Introduction.

e) The total amount payable for the product and/or service under the contract, including value added tax, is indicated on the Checkout page on the so-called “Cart” page, specifying gross prices, tax content, and delivery fees. Beyond the gross prices indicated there, the Customer shall not incur any additional costs.

f) Tortakiszállítás.hu does not apply contracts of indefinite duration or flat-rate contracts. The amount of consideration includes all costs relating to the specific purchase.

g) For the device used to conduct the purchase (mobile phone, telephone, computer with internet connection, tablet, etc.), the Customer’s telecommunications service provider may charge fees under the Customer’s individual subscription or other contract (e.g. internet, mobile data, or special payment methods such as mobile payment). Tortakiszállítás.hu itself does not provide premium-rate services.

h) The prices displayed include the full amount of consideration including tax, expressed in Hungarian Forints, and are therefore **gross prices** including VAT.

i) The Customer may choose from several payment methods; however, certain payment methods—particularly bank card use—may involve additional costs charged to the Customer by their bank, which do not fall within the scope of Tortakiszállítás.hu.

j) In the case of payment by bank card, the Customer is redirected to the system of the payment service provider (**Stripe**), where the bank card may be used to settle the invoice. Bank card details must always be entered on the payment service provider’s website and therefore do not, under any circumstances, reach **Rocky 2018**

Kft. The total order amount is charged to the Customer's bank card during the order process. Information on accepted bank cards is provided by the payment service provider on the payment page. The payment service provider (Stripe) is exclusively entitled to specify the accepted bank cards.

k) The ordered product shall be delivered to the Customer either by **personal collection** at the **Neked Készül** pastry shop or by **delivery**, according to the Customer's choice. Delivery or collection shall take place at the time specified during the order process or at a later time selected by the Customer. If Tortakiszállítás.hu is unable to meet the delivery time requested by the Customer due to technical reasons, Tortakiszállítás.hu shall promptly inform the Customer via the contact details provided. The rules on complaint handling are set out in **Section XII** of these GTC.

l) Information on the deadline and conditions for exercising the Customer's **right of withdrawal or termination** is set out in **Section XI** of these GTC.

m) Information on the costs of returning products is set out in **Section XI** of these GTC.

n) Tortakiszállítás.hu does not conduct transactions in which the Customer would be required to reimburse the reasonable costs of Tortakiszállítás.hu due to the exercise of the right of withdrawal or termination.

o) Pursuant to Section 29 (1) of Government Decree 45/2014 (II. 26.), the Customer may not exercise the right of withdrawal or termination in the case of **perishable goods or goods with a short shelf life**.

p) Statutory obligations relating to implied warranty and product warranty apply to the products sold. Pursuant to Government Decree 151/2003 (IX. 22.) and its annex, **no mandatory guarantee (warranty)** applies to the range of products sold by the Service Provider.

q) Tortakiszállítás.hu provides telephone availability on working days from **10:00 to 18:00**. While this does not constitute a customer service desk, Tortakiszállítás.hu is available to Customers via info@tortakiszallitas.hu

and at the following contact details:

Address: 1074 Budapest, Dob utca 21., Hungary

Telephone: +36 30 194 1961

- Tortakiszállítás.hu is not a signatory to, nor has it submitted itself to, any code of conduct under the Act on the prohibition of unfair commercial practices against consumers.
- The contract between Tortakiszállítás.hu and the Customer is concluded for a **fixed term** and does not convert into a contract of indefinite duration.
- During the purchase process, the Customer's sole obligation is the payment of the consideration—including the delivery fee; the Customer has no further obligations.
- The Customer is not required to provide any deposit or other financial security to the Service Provider.
- **Operation of digital content and technical protection measures:** The availability of the servers providing data exceeds 95% annually. Data is stored redundantly on the servers, and regular backups are made of the complete data content, which are retained for the period required under accounting regulations, ensuring that the original data can be restored in the event of an issue.
- **Compatibility of digital content with hardware and software:** Displayed data is stored in a database.

Consumer protection authorities

Consumers may contact the consumer protection authority if they experience a violation of consumer protection rules by the business and have attempted to resolve the dispute directly with the business beforehand. Consumer protection authorities are operated by government offices. Contact details are provided in **Annex 3** of these GTC.

The competence of the **conciliation (arbitration) board** includes the out-of-court resolution of consumer disputes between the Customer and the Service Provider relating to product quality, safety, application of product liability rules, quality of service, and the conclusion and performance of the contract. The conciliation board seeks to reach an agreement between the parties; failing this, it issues a decision to ensure the simple, fast, effective, and cost-efficient enforcement of consumer rights. The conciliation board may also provide advice on consumer rights and obligations. Conciliation boards operate as independent bodies alongside the county (capital) chambers of commerce and industry.

The Customer may also contact the conciliation board competent according to their place of residence. The conciliation board competent according to the registered seat of the Service Provider is the **Budapest Conciliation Board**, registered seat: 1016 Budapest, Krisztina krt. 99., 1st floor, Room 111.

Conciliation proceedings may be initiated if the Customer's complaint is not handled or resolved properly by the Company. In this respect, the Customer may submit complaints orally or in writing. Oral complaints must be examined immediately and remedied where necessary. Detailed procedures for complaint handling are set out in **Annex 4** of these GTC.

Customers residing within the European Union are informed that, in the event of a **cross-border consumer dispute**—i.e. where the Customer's habitual residence is not in Hungary—they may also use the **online dispute resolution (ODR) platform** for disputes relating to products or services purchased online. The ODR platform is available at:

X. Delivery and Handover of Goods

The handover of the goods shall take place in one of two ways, at the Customer's choice: either by **personal collection** at the **Neked Készül** pastry shop or by **delivery**.

The contracted delivery partner is **Food El Yo Sale Kft.** (registered seat: 1106 Budapest, Jászberényi utca 45., Hungary; tax number: 28798066-2-42).

Delivery is carried out in all cases using refrigerated vehicles cooled to a temperature that ensures the preservation of product quality.

Following the handover of the goods, the delivery service provider sends an e-mail notification to the Customer informing them of the expected delivery time and simultaneously provides the telephone contact details of the delivery person, enabling the Customer to inquire about the exact delivery time.

Pursuant to Section 3/A of Government Decree 335/2012 (XII. 4.), within the service area, the Service Provider also ensures—upon the Customer's request—the availability of delivery by **Magyar Posta Zrt.** (registered seat: 1138 Budapest, Dunavirág utca 2–6., Hungary; company registration number: 01-10-042463; telephone: +36 1 767 8282; e-mail: ugyfelszolgalat@posta.hu)

), subject to the delivery restrictions set out below.

Delivery restrictions

For certain products, the Customer may not request delivery by Magyar Posta Zrt., as the postal service's own contractual terms exclude the provision of services for certain categories of goods. Accordingly, Magyar Posta Zrt. does not undertake to conclude a postal service contract for consignments submitted in the course of a business activity where the contents require continuous refrigeration throughout the entire duration of postal handling, even if the sender has ensured appropriate temperature conditions as part of the internal packaging.

Consequently, for products requiring refrigeration, the postal service option cannot be selected. The reason for this delivery restriction is that the quality of the products manufactured and distributed by the Service Provider cannot be guaranteed without refrigerated delivery.

Among the products sold by Tortakiszállítás.hu, **pastries, cakes, and other products requiring refrigeration** (such as chocolate accessories and related items) are therefore **not eligible** for delivery using this service provider.

The reason for the delivery restriction is to prevent potential subsequent quality complaints (defective performance) arising from the inability to guarantee damage-free and spoilage-free delivery.

We kindly thank Customers for their understanding regarding these delivery restrictions.

XI. Refusal to Accept Products, Right of Withdrawal and Termination, Return of Products

It is very important that the Customer ensures acceptance of the delivered products at the time specified by the delivery service provider, as pastries and cakes are **perishable goods** and retain their quality only for a limited period. If the Customer fails to accept the delivered product, the contract shall be deemed fulfilled by **Tortakiszállítás.hu**, given that the products sold qualify as perishable, non-pre-packaged food products, and a repeated delivery attempt would no longer guarantee product quality. In such cases, the Customer shall not be entitled to a refund of the purchase price. This exception does not apply to products that do not qualify as perishable goods.

The Customer, or the person authorized to accept delivery on their behalf, is entitled to lawfully refuse acceptance of the product if it is visibly defective, damaged, or if the packaging is opened, torn, or damaged. Such products shall be considered defective or of reduced value. In such cases—preferably with photographic evidence—a report must be requested from the on-site representative of the delivery service provider.

If the Customer chooses **personal collection**, they are obliged to collect the ordered perishable product at the specified time. If the Customer fails to appear within **3 hours** of the specified time, the contract shall be deemed fulfilled, and the Customer shall not be

entitled to claim a refund of the purchase price. This exception does not apply to products that do not qualify as perishable goods.

General rule on the right of withdrawal

As a general rule, the Customer is entitled to withdraw from the contract **without giving any reason within 14 calendar days** following receipt of the product(s). This means that the Customer may return the received product(s) within the above-mentioned period without justification. The Customer may also exercise this right during the period between placing the order and receiving the product.

In such cases, the Customer must contact Tortakiszállítás.hu's customer contact point within **14 days** of submitting the withdrawal statement to arrange the details of returning the product(s). The Customer may exercise the right of withdrawal during the period between the conclusion of the contract and the receipt of the product.

The Customer shall be deemed to have exercised the right of withdrawal within the deadline if the withdrawal statement is sent to Tortakiszállítás.hu before the expiry of the deadline (i.e. even on the fourteenth day). The burden of proof regarding the timely exercise of the right of withdrawal lies with the Customer.

In the case of notification by post, the date of posting shall be taken into account; in the case of notification by e-mail, the time of sending the e-mail shall be taken into account for calculating the deadline. It is recommended to send withdrawal statements by registered mail in order to be able to credibly prove the date of dispatch.

Exceptions to the right of withdrawal

The above **14-day right of withdrawal does not apply** in certain cases, as follows:

The Customer may not exercise the right of withdrawal in respect of **perishable food products or products with a short shelf life** (e.g. pastries, cakes). Accordingly, for a significant portion of the products sold by Tortakiszállítás.hu in the Webshop, the right of withdrawal does not apply.

Return of products

In the event of withdrawal, the Customer shall return the ordered product(s) to the address indicated by Tortakiszállítás.hu **without undue delay**, but no later than **14 days** from the date of notification of withdrawal. The deadline shall be deemed met if the Customer sends the product(s) before the expiry of the 14-day period.

For products not subject to withdrawal restrictions, where the Customer withdraws from the contract without justification within 14 days, the following return options are available:

- The Customer sends the product(s) to the address indicated in **Section I. Introduction** of these GTC in appropriate, safe postal packaging protecting the goods. **The cost of return shipping shall be borne by the Customer.**

Tortakiszállítás.hu shall refund the purchase price of the returned products **without undue delay**, but no later than **14 calendar days** from becoming aware of the withdrawal, provided that the product(s) are returned within this period. Alternatively, at the Customer's choice, the Customer may select another product of identical value in exchange for the returned product(s). (When determining the purchase price, the price paid at the time of handover of the product(s) shall apply.)

In the event of withdrawal, the Customer shall be liable for any depreciation in value resulting from use exceeding that necessary to establish the nature, characteristics, and functioning of the product(s).

The right of withdrawal may be exercised using the statement set out in **Annex 1** to these GTC or by any other clear, unilateral statement by the Customer. Customers are kindly requested to contact the Company in the event of withdrawal.

In the case of products subject to withdrawal, Tortakiszállítás.hu shall refund the purchase price **simultaneously with the withdrawal**, but no later than **14 days** following receipt of the withdrawal statement, by bank transfer or by refunding the amount to the bank card used for payment, in accordance with the original payment method.

Tortakiszállítás.hu is entitled to withhold the refund until the product(s) have been returned or until the Customer provides proof that the product(s) have been sent back.

XII. Complaints and Complaint Handling

The Customer may refuse acceptance of products that are defective for any reason at the time of handover. If it is established only after handover that the product was already defective at the time of handover (or that the cause of the defect already existed at that time), the Customer shall also be entitled to submit a complaint in this case. Complaints may be submitted via the central telephone number of Tortakiszállítás.hu or by e-mail.

In the event of defective performance, Customers are requested to contact **Rocky 2018 Kft.** without delay using any of the contact details provided above. In the case of packaging defects, Customers are requested to take photographs and initiate the preparation of a report regarding the packaging defect with the delivery service provider.

If the Customer collects the product in person, they are requested to verify contractual performance at the time of collection. In the event of defective performance, the right to submit a complaint arises immediately on site, and Tortakiszállítás.hu shall remedy the issue immediately where legally justified.

In addition, the Customer may submit complaints—verbally or in writing—regarding the conclusion of the contract, the sale of products, or the conduct, activity, or omission of persons directly involved in the sale, using the contact details specified in **Section XVIII**. Tortakiszállítás.hu shall examine verbal complaints immediately and remedy them where necessary. If the Customer does not agree with the handling of the complaint, or if immediate investigation is not possible, or if the complaint is submitted in writing, Tortakiszállítás.hu shall respond in writing within **30 days**.

Customers are expressly requested, where possible, to provide photographic evidence of defective performance when submitting a complaint.

Customers are advised that in the event of any quality issue identified after receipt of the product, they should contact the Company with confidence. In all cases where the Customer's responsibility can clearly be excluded, Tortakiszállítás.hu shall replace defective or unusable (e.g. spoiled) goods **at its own expense**.

The Customer is entitled to initiate conciliation proceedings before the conciliation board operating alongside the county (capital) chambers of commerce and industry for the out-of-court resolution of consumer disputes relating to product quality, safety, application of product liability rules, service quality, and the conclusion and performance of the contract.

The contact details of the conciliation boards are provided in **Annex 5**.

XIII. Warranty (Implied Warranty and Product Warranty)

Tortakiszállítás.hu performs defectively if, at the time of performance, the Service does not comply with the quality requirements stipulated in the contract or by law. Tortakiszállítás.hu does not perform defectively if the Customer knew or should have known of the defect at the time of concluding the contract.

Rules governing warranty claims

Tortakiszállítás.hu is obliged to record a report of any implied warranty or guarantee claim submitted to it, which shall include:

- a) the Customer's name and address;
- b) the name and purchase price of the product sold under the contract between the Customer and the Service Provider;
- c) the date of performance by the Service Provider;
- d) the date of notification of the defect;
- e) a description of the defect;
- f) the right the Customer wishes to enforce based on the warranty

or guarantee claim;

g) the method of settlement of the warranty or guarantee claim, or the reason for rejecting the claim.

If the business fulfills its warranty or guarantee obligation in a manner different from that requested by the Customer, the reason must be stated in the report.

The report must also include information that, in the event of a consumer dispute, the Customer may initiate conciliation proceedings before the conciliation board.

A copy of the report must be provided to the Customer without delay in a verifiable manner.

If the Service Provider is unable to state its position regarding the validity of a warranty or guarantee claim at the time of notification, it shall inform the Customer of its position—together with the reason for rejection and the possibility of contacting the conciliation board—within **five working days**, in a verifiable manner.

Statutory information relating to implied warranty and product warranty is provided in **Annex 2**.

XIV. Cookies

General information about cookies and data protection

Cookies are small data files placed on the user's device by websites to improve the browsing experience. They allow websites to remember user preferences, track website usage patterns, and in some cases provide targeted advertising. The General Data Protection Regulation (GDPR) of the European Union sets strict requirements for the use of cookies. Data controllers (website operators) must inform users about the types and purposes of cookies, and users have the right to accept or reject certain cookies.

Measurements

Our website does not process or store any personal data that visitors do not provide themselves. Information related to visits and interactions is collected and stored exclusively by web analytics and advertising systems (Google, Meta) for statistical purposes. No personal data is returned to us from these systems, and we do not link visit or interaction data with personal data in any way.

Classification of cookies

1. Advertising cookies

- `_fbp` (tortakiszallitas.hu): Linked to Facebook Pixel, used to measure advertising performance and enable targeted advertisements.
- `_gcl_au` (tortakiszallitas.hu): Used by Google AdSense to assess advertising effectiveness.

2. Analytics and performance cookies

- `_ga`, `_ga_RQPTFEFHDC` (tortakiszallitas.hu): Google Analytics cookies used to track user activity and improve user experience.
- `sbjs_current`, `sbjs_current_add`, `sbjs_first`, `sbjs_first_add`, `sbjs_migrations`, `sbjs_session`, `sbjs_udata` (tortakiszallitas.hu): Used to track visitor sources, browsing behavior, and visit counts.

3. Functional cookies

- `__stripe_mid` (tortakiszallitas.hu): Part of the Stripe payment service, ensuring secure transaction processing.
- `wp-settings-4`, `wp-settings-time-4` (tortakiszallitas.hu): Store WordPress settings to ensure a customized user interface.

4. Preference and consent cookies

- `cmplz_*` cookies (tortakiszallitas.hu): Generated by Complianz to manage user consent preferences and ensure GDPR compliance.

Customizing cookie settings

Users may accept, reject, or customize cookie usage via the cookie consent banner on the website. During customization, users can select which categories of cookies they consent to, ensuring full control over data protection preferences in accordance with GDPR.

XV. Protection of Personal Data

Tortakiszállítás.hu acts as the **data controller** of the Customer's personal data.

Providing personal data is voluntary; however, it is indispensable for issuing invoices, using certain electronic services, and concluding sales contracts.

Tortakiszállítás.hu applies appropriate technical and organizational measures to protect personal data. Personal data is processed and stored with the utmost care; however, the Service Provider shall not be liable for damages caused by attacks occurring despite the application of due care.

Tortakiszállítás.hu processes personal data obtained through the Customer's activity in the Webshop or on the internet for specified purposes within the Webshop. Detailed information is available in the **Privacy Notice** accessible on the Webshop.

Depending on the functions used, the Customer has the right to lodge a complaint with the competent authority, request access to personal data, rectification, erasure, restriction of processing, object to processing, and request data portability.

XVI. Trademarks and Copyrights Appearing on the Website

The trademarks, notices displayed on the Service website, as well as these GTC, are the exclusive property of **Tortakiszállítás.hu** or other rights holders. These designations may not be used, copied, distributed, or published by third parties in any form without the express prior written consent of Tortakiszállítás.hu or the respective rights holder.

With regard to comments, remarks, suggestions, and ideas submitted by the Customer in connection with the use of the website (e.g. chat, blog), Tortakiszállítás.hu acquires unlimited and exclusive rights of use. This does not imply that any submission reflects the opinion of Tortakiszállítás.hu. Tortakiszállítás.hu is entitled, without restriction, to use, exploit, transfer, publish, delete,

or disclose such submissions without providing any compensation to the Customer.

XVII. Miscellaneous Provisions

These GTC govern the conditions for using the purchasing option; therefore, at the time of concluding the sales contract with the Customer, their provisions become an integral part of the sales contract. Hungarian law shall govern these GTC.

If a competent court establishes the invalidity of any provision of these GTC, such invalidity shall not affect the remaining provisions of these GTC, which shall remain valid and in force.

Tortakiszállítás.hu is not a signatory to any ethical code of conduct.

XVIII. Contact Details of Tortakiszállítás.hu

Website:

<https://tortakiszallitas.hu/>

E-mail address:

info@tortakiszallitas.hu

Telephone number:

+36 30 194 19617

(available between 10:00 and 18:00)

Postal address:

1074 Budapest, Dob utca 21., Hungary

These GTC enter into force on **3 February 2026**.

Annex 1

Information on the Right of Withdrawal

The Customer is entitled to withdraw from the contract **without giving any reason within 14 days**.

The withdrawal period expires **14 days** after the day on which the Customer, or a third party designated by the Customer other than the carrier, acquires physical possession of the product(s).

If the Customer wishes to exercise the right of withdrawal, they must send a clear statement expressing their intention to withdraw (we recommend sending it by post or electronically) to one of the addresses indicated in **Section XVIII** of these GTC. The withdrawal form template below may also be used for this purpose.

The Customer shall be deemed to have exercised the right of withdrawal in time if the withdrawal statement is sent before the expiry of the withdrawal period.

Effects of withdrawal

If the Customer withdraws from the contract, we shall reimburse all payments received without undue delay, but no later than **14 days** from the date of receipt of the withdrawal statement. Refunds shall be made using the same payment method as used for the original transaction, unless the Customer expressly agrees otherwise; no additional fees shall be charged.

If withdrawal is exercised at the time of product delivery, Tortakiszállítás.hu shall arrange return transport at its own expense.

If withdrawal is exercised after receipt of the product(s), the Customer must return or hand over the product(s) without undue delay, but no later than **14 days** from the date of communicating withdrawal. The deadline is met if the product(s) are sent before the expiry of the 14-day period. In this case, the **direct cost of return** shall be borne by the Customer.

The Customer shall only be liable for depreciation in value resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the product(s).

Withdrawal statement template

Addressee: **Rocky 2018 Kft.**

I/We hereby declare that I/we exercise my/our right of withdrawal in respect of the contract for the sale of the following product(s):

Date of order / receipt:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (only in the case of paper-based declaration)

Date:

Annex 2

Information on Implied Warranty, Product Warranty, and Guarantee

1. Implied Warranty

In the event of defective performance by Tortakiszállítás.hu, the Customer may enforce an implied warranty claim against **Rocky 2018 Kft.** pursuant to the provisions of the Civil Code.

Available remedies include repair or replacement, unless impossible or disproportionately costly, price reduction, refund, or withdrawal from the contract.

The Customer may switch from one warranty right to another, bearing the cost of the switch unless justified.

Warranty claims must be reported without delay after discovery of the defect, but no later than **one year** from discovery. Implied warranty claims expire **two years** after performance.

Within six months from performance, the burden of proof rests with the Service Provider; thereafter, with the Customer.

2. Product Warranty

In the event of a defect in a movable product, the Customer may enforce a product warranty claim against the manufacturer or distributor.

The sole remedy under product warranty is **replacement** of the defective product.

Product warranty claims may be enforced within **two years** from placing the product on the market.

The manufacturer or distributor is exempt if it proves that:

- the product was not manufactured or marketed in the course of business,
- the defect was not detectable at the time of placing the product on the market according to the state of science and technology,
- the defect resulted from compliance with mandatory legal requirements.

Implied warranty and product warranty claims may not be enforced simultaneously for the same defect.

Annex 3

Consumer Protection Authorities

Consumers may contact the competent **government office** acting as a consumer protection authority in the event of a consumer protection violation.

(The detailed list of authorities, e-mail addresses, and websites corresponds to the Hungarian version.)

Annex 4

Jurisdiction and Procedure of the Conciliation Board

Conciliation proceedings may be initiated before the board competent according to the consumer's place of residence or stay. If the consumer has no domestic residence, competence is based on the registered seat of the business.

Initiation of conciliation proceedings requires that the consumer first attempt to resolve the complaint directly with the business.

The procedural rules for complaint handling by the business are identical to those set out in the Hungarian version of these GTC.

Annex 5

Contact Details of Conciliation Boards

The contact details of county and capital conciliation boards (addresses, telephone numbers, websites, and e-mail addresses) are identical to those listed in the Hungarian version of these GTC.