

## General Terms and Conditions (GTC)

Please read these General Terms and Conditions carefully, as by placing an order through our website, you acknowledge and accept the terms set forth in this document.

If you have any questions regarding the use of our webshop/website, the ordering process, our products, or the content of these General Terms and Conditions, you may contact us using the following details:

This document constitutes the General Terms and Conditions applicable to the website and email-based sales channels operated by **Wewaco Fashion Kft.** Registered office: 8900 Zalaegerszeg, Telekalja utca 24., Hungary Company registration number: 20-09-077376

VAT number: 28988896-2-20

Email: [info@wewaco.hu](mailto:info@wewaco.hu)

Managing directors: Elek Wettstein and Anett Wettstein

These Terms apply to the sale of all digital and physical products and services offered by Wewaco Fashion Kft., including custom-made garments and accessories, regardless of whether the purchase is made by a private individual (consumer) or a business entity.

### 1. General Information

These General Terms and Conditions form an integral part of the contract concluded between the buyer (hereinafter referred to as "Customer") and **Wewaco Fashion Kft.** The contract language is English and it does not constitute a written contract filed by the Seller. By placing an order, the Customer expressly accepts and agrees to be bound by these Terms.

### Scope of the Terms and Acceptance

In addition to the relevant legislation, the content of the contract concluded between the Customer and the Seller is governed by these General Terms and Conditions. This document sets out the rights and obligations of both parties, the conditions for entering into a contract, the terms of payment and delivery, applicable deadlines, liability provisions, and the conditions under which the right of withdrawal may be exercised.

By submitting an order, the Customer acknowledges and agrees that these General Terms and Conditions are an integral part of the sales agreement.

### Applicable Laws and Regulations

This document has been prepared in accordance with the following laws and regulations:

- Act CLV of [year] on Consumer Protection
- Act LXXVI of [year] on Copyright
- Act CVIII of [year] on Certain Issues of Electronic Commerce Services and Information Society Services

- Government Decree 151/2003. (IX.22.) on the Mandatory Warranty for Durable Consumer Goods
- Act CXII of [year] on the Right to Informational Self-Determination and Freedom of Information
- Act V of [year] on the Civil Code
- Decree 19/2014. (IV.29.) NGM on the Procedural Rules for the Handling of Warranty and Guarantee Claims in Consumer Contracts
- Government Decree 45/2014. (II.26.) on the Detailed Rules of Contracts between Consumers and Businesses
- Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation – GDPR)
- Regulation (EU) 2018/302 of the European Parliament and of the Council on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market

**Note:** Year of each national act should be inserted according to your jurisdiction if published online.

#### **Language and Format of the Contract**

The language of the contract is English.

#### **Formation of the Contract**

The contract between the Customer and Wewaco Fashion Kft. is concluded upon the submission of an order and the acceptance of these General Terms and Conditions.

## **2. Scope of Products and Services**

Wewaco Fashion Kft. offers the following products and services:

- **Digital sewing patterns**, delivered electronically.
- **Sample making** as well as custom and small-batch garment production.
- **Manufacture of garment accessories and packaging materials.**
- **Logistical services**, including warehousing and transportation.
- **Custom production and delivery** based on personalized quotations.

## **3. Ordering Process**

### **Order Processing and Contract Formation**

Orders may be placed at any time via our website or by email. Upon submitting an order, the Customer will receive an **automatic confirmation email**, which acknowledges receipt of the order. This automatic response does **not constitute acceptance** of the Customer's offer.

If the Customer does not receive the confirmation email within 24 hours of submitting the order, they are advised to contact us directly, as a technical issue may have occurred and the order may not have been registered in our system.

The contract is concluded upon the **second confirmation email**, in which we explicitly accept the Customer's offer.

For custom-made products, a quotation request is required. The contract becomes final only when the Customer **formally accepts the quotation in writing**.

#### **Correction of Data Entry Errors & Responsibility for Provided Data**

Before confirming the order, the Customer has the opportunity to review and correct any input errors. The Seller shall not be held liable for incorrect or inaccurate information provided by the Customer.

The invoice and delivery will be issued based on the information supplied at the time of order. By placing an order, the Customer acknowledges that **any losses or additional costs resulting from incorrect data may be charged to them**. The Seller accepts no liability for non-performance resulting from incorrect or incomplete data.

If the Customer discovers incorrect data in the confirmation email, they are required to notify the Seller **within 24 hours**.

#### **4. Payment Terms**

Payments are made via bank transfer following order confirmation.

For custom orders, Wewaco Fashion Kft. reserves the right to request an advance payment, which will be communicated in writing. The commencement of production or services is conditional upon the receipt of either the full amount or the agreed advance on the company's bank account.

##### **Available Payment Methods:**

- **Bank Transfer:** Once your order has been processed, our team will provide the necessary banking details for the transfer. After the payment is received, your order will be handed over to the delivery service for shipping.

##### **Bank Account Details:**

- IBAN: HU04117634955774588600000000
- SWIFT/BIC: OTPVHUHB

##### **Prices:**

All prices are listed in **EUR** (Euros). Prices include VAT (gross prices). We reserve the right to change prices at any time.

## 5. Shipping Terms

### MPL Courier Service:

- Standard home delivery is subject to current shipping rates.
- Estimated delivery time: **1–2 business days** from dispatch.

### MPL Parcel Lockers:

- Convenient and contactless parcel collection.
- Use the code sent via SMS and your phone number to retrieve your order at any time.
- More info: <https://www.posta.hu/csomagautomata>

### DHL International Delivery:

- Fast delivery within the EU: **1–2 business days**
- Outside the EU: **3–4 business days**
- More info: <https://www.dhl.com/hu-en/home.html>

### MOL and Coop Pickup Points (Posta Pont):

- Available 24/7 at most **MOL stations**, and 12 hours daily at **Coop stores**
- You'll be notified by SMS or email once your parcel is ready for collection
- Payment by bank card is available at pickup points
- Max parcel weight: **20 kg**. Packages exceeding this limit cannot be delivered via this method.
- Find nearby Posta Ponts: [Posta Point Finder](#)

### FoxPost Parcel Lockers:

- Convenient and easy parcel pickup across Hungary, with more than 100 self-service locations.
- More info: <https://foxpost.hu>

### Fulfilment Time:

The general fulfilment time is **2–6 business days** from order confirmation.

If we are unable to meet this deadline, we will notify you by email.

## 6. Right of Withdrawal / Termination

### Reservation of Rights – Non-Delivery Cases

If you have previously placed an order with us and failed to accept the parcel upon delivery (excluding cases where you have validly exercised your statutory right of withdrawal), or if the parcel has been

returned to us marked as “Unclaimed,” we reserve the right to fulfil future orders only if the **full purchase price and shipping costs are paid in advance**.

## **Consumer Information Based on Government Decree 45/2014 (II.26.)**

### **Right of Withdrawal for Consumers**

Under Section 8:1 (1)(3) of the Hungarian Civil Code, a **Consumer** is defined as a natural person acting outside their trade, profession, or business activity. **Legal entities are not entitled** to the right of withdrawal without justification.

In accordance with Section 20 of Government Decree 45/2014 (II.26.), **Consumers are entitled to withdraw from a contract without giving any reason** within 14 calendar days from the date of receipt of the goods in case of a sales contract.

Consumers may also exercise their right of withdrawal **at any time between the conclusion of the contract and the receipt of the goods**.

If the contract is concluded upon the Consumer’s offer, the Consumer has the right to **withdraw the offer before the contract is concluded**, thereby cancelling any obligation related to that offer.

### **Declaration of Withdrawal – Consumer Rights**

Pursuant to Section 20 of Government Decree 45/2014 (II.26.), the Consumer may exercise the right of withdrawal by submitting a clear declaration of intent to withdraw from the contract.

#### **Validity of the Declaration**

The withdrawal shall be deemed valid if the Consumer sends their withdrawal declaration within the **14-day statutory period**. The date of sending (postmark or email timestamp) shall be decisive for meeting the deadline.

Upon receipt of the Consumer’s withdrawal declaration, the Seller shall send an **electronic confirmation** acknowledging the exercise and receipt of the withdrawal right.

### **Seller’s Obligations in the Event of Withdrawal**

#### **Refund Obligation**

If the Consumer withdraws from the contract pursuant to Section 22 of Government Decree 45/2014 (II.26.), the Seller shall **reimburse the full amount paid by the Consumer** within **14 days** of being notified of the withdrawal.

#### **Refund Method**

Refunds will be made using the **same payment method** originally used by the Consumer, unless the Consumer explicitly agrees to an alternative method. In such cases, **no additional fees or charges** may be imposed on the Consumer.

The Seller shall not be held liable for delays in reimbursement resulting from **incorrect bank account numbers or postal addresses** provided by the Consumer.

#### **Additional Costs**

If the Consumer chooses a delivery method other than the least expensive standard delivery offered, the Seller is **not obliged to reimburse** the additional costs incurred. In such cases, the Seller shall refund only up to the amount of the standard delivery fee.

#### **Right of Retention**

The Seller may **withhold the refund** until it has received the returned product or the Consumer has provided **verified proof of dispatch**.

Cash-on-delivery or postage-due parcels will **not be accepted**.

#### **Consumer Obligations Upon Withdrawal or Termination**

##### **Return of Goods**

If the Consumer withdraws from the contract under Section 22 of Government Decree 45/2014 (II.26.), they must **return the product without delay**, but no later than **14 calendar days** from the date of notification of withdrawal, or hand it over to a person authorized to receive the product.

##### **Return Costs**

The Consumer shall bear the **direct cost of returning the goods**, which must be sent to the address provided by the Seller.

If the Consumer terminates the contract after performance has begun, they are required to **pay the Seller a proportionate amount** corresponding to the services already provided. The proportionate amount is calculated based on the total gross contractual value.

Cash-on-delivery or postage-due shipments will not be accepted.

##### **Liability for Diminished Value**

The Consumer is liable for **any diminished value** of the goods resulting from use beyond what is necessary to establish the nature, characteristics, and functioning of the product.

The Seller is only obliged to provide a full refund of the purchase price if the returned product is **complete, undamaged, and in its original packaging**.

#### **Exclusions from the Right of Withdrawal**

Please note that the right of withdrawal may **not be exercised** in the following cases, as defined in Section 29 (1) of Government Decree 45/2014 (II.26.):

1. In the case of a service contract, **after the full performance** of the service, if the business has begun performance with the express, prior consent of the Consumer, and the Consumer acknowledged that they would lose their right of termination upon full performance;
2. For goods or services **whose price or fee depends on fluctuations in the financial market** which are beyond the Seller's control, and which may occur during the withdrawal period;
3. For **non-prefabricated goods** manufactured on the basis of the Consumer's individual instructions or at their express request, or for goods which are clearly personalized;
4. For **perishable or short-lived** goods;
5. For **sealed goods** which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
6. For goods that, due to their **nature**, become **inseparably mixed** with other items after delivery.

## 7. Warranty

### When Are You Entitled to Warranty Rights?

In the event of defective performance, the Seller is **obliged to provide a warranty** in accordance with Government Decree 151/2003 (IX. 22.) on mandatory warranty for durable consumer goods.

This mandatory warranty applies to certain durable goods such as **technical products, machines, and tools** with a **purchase price exceeding HUF 10,000**.

### Rights and Time Limits Under Warranty

Warranty claims may only be enforced for goods covered under Government Decree 151/2003 (IX. 22.). No warranty is provided for items not listed in the decree.

A warranty claim may be submitted **within the warranty period**.

If the obligated party fails to fulfill its warranty obligations within a reasonable period after being notified, the claim may still be enforced **within 3 months** after the deadline set in the notice, even if the warranty period has expired.

Failure to meet this deadline results in **forfeiture of rights**.

Warranty claims are subject to the same rules as those applicable to statutory warranty rights (implied warranty).

The **standard warranty period is 1 year**, starting on the day the product is delivered or installed (if installed by the Seller).

For any issues arising **after one year**, please contact the manufacturer directly.

### Three-Day Product Replacement Policy

In case of purchases made through our webshop/website, you are entitled to a **product replacement within 3 business days**. According to Government Decree 151/2003 (IX.22.) on mandatory warranty for durable consumer goods, if you request a replacement within 3 business days, the product shall be considered defective at the time of sale, and the Seller must replace it without delay.

#### **Exemption from Warranty Obligation**

The Seller is **exempt from warranty liability** only if they can prove that the defect occurred **after delivery**.

Please note that you **cannot simultaneously enforce** a warranty claim and a claim based on product liability for the **same defect**.

### **8. Copyright and Intellectual Property Rights**

All content on the Website—unless otherwise stated—is the intellectual property of the Service Provider and is protected by civil and copyright law. Any element of the Website (e.g., online content, texts, images, designs, animated images, illustrations, code, audio, graphics, videos, etc.) may only be used with **prior written permission** from the Service Provider.

Any reproduction, distribution (online or printed), modification, or public disclosure—whether in part or in whole—without explicit permission is strictly prohibited and may result in legal consequences under relevant Hungarian and international law (notably the Civil Code, Criminal Code, and Copyright Act of 1999 – Act LXXVI).

Without express written permission, it is forbidden to:

- reuse, copy, distribute or publicly share any part of the Website for commercial or non-commercial purposes;
- modify, reverse engineer, or attempt to derive source code from the Website;
- claim authorship or use any product, content, or service as if it were your own;
- resell or redistribute any material.

If written permission is granted, the user must credit the original authors (Elek Wettstein and Anett Wettstein) and refer to the Website as the source.

The Service Provider reserves **all rights** regarding:

- the appearance, promotion, and distribution of products and services featured on the Website,
- the domain names and any secondary domains legally operated by the company.

Any unauthorized use of the Website or its elements, including copying or re-publication, may incur a **penalty of HUF 250,000 + VAT per day**.

By engaging in any unauthorized use, the infringing party **explicitly accepts this penalty clause** as legally binding.



In addition to the penalty, the infringing party is **obliged to compensate** the Service Provider for any other damages or costs arising from the infringement.

## 9. Complaints and Legal Remedies

Consumers may submit complaints regarding products or services using the following contact details:

- **Postal Address:** 8900 Zalaegerszeg, Telekalja utca 24., Hungary
- **Email:** info@wewaco.hu
- **Phone:** +33 6 51 70 11 68

Complaints may be submitted in writing (preferably) or orally. Complaints may refer to the conduct or actions of persons representing the Seller, omissions, or service quality directly related to the sale of products.

Oral complaints will be investigated immediately and resolved whenever possible. If the Consumer disagrees with the outcome or immediate resolution is not feasible, the Seller will record the complaint in a **written report**, a copy of which will be sent to the Consumer.

Written complaints will be responded to **within 30 days** of receipt.

The complaint report must include:

- Time, place, and method of submission
- Consumer's name, address, contact details
- Description of the complaint, related documents/evidence
- Seller's position (if resolvable on the spot)
- Location, date, and ID number of the record

The Seller shall keep the complaint report and its response for **5 years**, and present it to relevant authorities upon request.

If the Seller rejects the complaint, the Consumer shall be **informed in writing** about:

- the **relevant supervisory authority or Conciliation Board**,
- their contact details (website, address, phone, email),
- and the Seller's **willingness to participate** in alternative dispute resolution.

## Legal Options for the Consumer

### Consumer Protection Authority

In case of infringement of consumer rights, Consumers may file a complaint with the **Consumer Protection Authority** competent in their place of residence.

More info: <https://kormanyhivatalok.hu>

## Court Procedure

Consumers may pursue their claims through civil court procedures in accordance with:

- the Hungarian Civil Code (Act V of 2013),
- and the Code of Civil Procedure (Act CXXX of 2016).

## Conciliation Board Procedure

If the Consumer's complaint is rejected, they may apply to the Conciliation Board competent in their region.

Initiating such proceedings requires that the Consumer has **attempted to resolve the issue directly** with the Seller.

The Seller is obliged to cooperate with the Conciliation Board:

- provide a written reply to the complaint,
- appear at the hearing,
- and ensure the participation of a representative authorized to conclude an agreement.

If the Seller's headquarters are located outside the county of the competent Conciliation Board, the Seller must offer a **written settlement proposal** instead of personal attendance.

Failure to cooperate will result in the **Consumer Protection Authority imposing mandatory fines**, from which no exemption can be granted.

## Conciliation Board Procedure (Alternative Dispute Resolution)

The Consumer may initiate a procedure with the Conciliation Board.

The application must be submitted **in writing** (by post, fax, telegram, or electronically via the Conciliation Board's website) and addressed to the **Chair of the Conciliation Board**.

The application must include:

- The Consumer's name, address/residence, and contact details
- The name and registered office/address of the business concerned
- The Consumer's position and supporting evidence/documents
- A declaration by the Consumer stating they attempted to resolve the dispute directly with the business
- A declaration confirming that **no other conciliation, mediation, or court proceeding** has been initiated
- A specific request for a decision from the Board
- The Consumer's signature
- If requesting a different Conciliation Board than the one assigned based on residence, this must be specified

The Consumer must attach a copy of any **document referenced as evidence**.

If an **authorized representative** acts on behalf of the Consumer, a **power of attorney** must be included.

More information: <http://www.bekeltetes.hu>

## 10. Data Processing

The personal data provided during the purchase process is handled in accordance with the **Privacy Policy** published on our website/webshop.

The purpose of data processing is to fulfil the contract and comply with applicable legal obligations.

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## 11. Final Provisions

- These Terms and Conditions are effective as of **May 11, 2025**, and remain valid until revoked.
- The Company reserves the right to unilaterally amend these Terms. Any modifications shall become effective upon **publication on the website**.

## Definitions

- **Parties:** The Seller and the Consumer/Business Client jointly
- **Consumer:** A natural person over the age of 18 acting outside their trade, business, or profession
- **Consumer Contract:** A contract where one party qualifies as a Consumer
- **Warranty:**
  - A legally binding guarantee under the Civil Code
  - May also include voluntary guarantees offered by the Seller
  - Includes mandatory statutory warranties where applicable
- **Contract:** A purchase agreement concluded between the Seller and the Consumer/Business via webshop or email
- **Distance Contract:** A contract concluded without the simultaneous physical presence of the parties, using remote communication tools (e.g., email, webshop)
- **Means of Distance Communication:** Tools enabling contract conclusion without physical presence, such as online platforms, forms, catalogues, or telephone

- **Product:** Any movable goods offered for sale in our webshop, subject to the Contract
- **Business:** A person acting in the course of their trade, profession, or business
- **Webshop:** Our online store, through which the Contract is concluded