

General Terms and Conditions

General Terms and Conditions (GTC)

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These General Terms and Conditions (hereinafter: GTC) govern the rights and obligations between DEADBEEF Ltd., as the operator of the online bookstore *zongoraorakalbirtel.hu* (hereinafter: Store), and you, as the customer (hereinafter: Buyer or You) utilizing the e-commerce services provided by DEADBEEF Ltd. through the *zongoraorakalbirtel.hu* online bookstore. (Store and Buyer, or You, are hereinafter collectively referred to as: Parties). The scope of these GTC covers all e-commerce services provided within the territory of Hungary through the electronic store available on the *zongoraorakalbirtel.hu* website (hereinafter: Website). Furthermore, the GTC applies to all commercial transactions conducted within Hungary between the Parties defined in this agreement. Purchases made on the *zongoraorakalbirtel.hu* online bookstore are governed by Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society (Ektv.), as well as the Civil Code (Ptk.).

Store Information

The operator of the Store and the seller of the goods:

DEADBEEF Ltd.

Address: 2621 Verőce, Dévényi utca 21-23.

Phone number: +36 30 733 6741

Company registration number: 13-09-225475

Tax number: 29275238-2-13

Statistical number: 29275238 6202 113 13

Registry Court: Company Registry of the Budapest Metropolitan Court

Web Hosting Provider:

UNAS Online Ltd.

Headquarters: 9400 Sopron, Kőszegi út 14., Hungary

Product Reviews

Only registered customers who have purchased or used a product available in our online store can post reviews or opinions about the goods on the website. To ensure that reviews meet the above criteria, we provide a list of completed orders for registered buyers. If a customer exercises their right of withdrawal in accordance with Section 20 of the Government Decree, their review for the specific product will be automatically deleted.

The Store reserves the right to temporarily or permanently disable the review function.

Please note that no paid advertisements are displayed on the product listing pages.

Payment by Credit Card

Payment can be made using any VISA, VISA Electron, MasterCard, Maestro, or JCB card issued by any bank.

Please note that some banks may limit the range of transactions that can be completed using credit cards.

When choosing to pay by credit card, you will be redirected to the bank's page as the final step of your order, where you will need to enter the following details:

- Card number (found on the front of the card)
- Name (as it appears on the card)
- Expiration date (month and year, as shown on the front of the card)
- Security code (the last three digits found on the back of the card)

Electronic Invoicing

Zongoraorakalbirtel.hu uses the electronic invoicing service of Billingo Technologies Zrt. Instead of a paper invoice, you will receive your invoice in electronic format, which will be issued at the time your order is processed and your package is ready. You can download it from your account under the "Previous Orders" menu for the relevant order or via the link sent to your email after receiving your order.

Please note that if you fill in the "Company Name" field in the billing information, only that name will appear on the invoice.

Cancellation/Withdrawal Policy

You have the right to withdraw from the contract without giving any reason within 14 days. The withdrawal period will expire 14 days after the day you or a third party other than the carrier take possession of the goods, or in the case of multiple goods, 14 days after you or a third party take possession of the last item. You may also exercise your right of withdrawal between the date of the contract and the date of delivery of the goods. If you wish to exercise your right of withdrawal, you must send a clear statement of your intent (e.g., by post or email) to the following address:

DEADBEEF Kft. - zongoraorakalbirtel.hu

2621 Verőce, Dévényi utca 21-23.

Phone: +36 30 733 6741

Email: zongoraorakalbirtel@gmail.com

To meet the withdrawal deadline, it is sufficient to send your withdrawal notice before the 14-day period expires. However, you may not exercise your right of withdrawal in cases listed in Section 29 (1) of Government Decree 45/2014 (II.26), particularly with regard to the sale of sealed audio or video recordings, or computer software if the packaging has been opened after delivery.

If you withdraw from this contract, we will reimburse all payments received from you, including the cost of delivery (except for any extra costs incurred if you chose a delivery method other than the cheapest standard delivery we offered). The refund will be made using the same payment method as the original transaction, unless you have expressly agreed otherwise, and you will not incur any fees for the reimbursement. We may withhold the refund until we have received the goods back or you have supplied proof of having sent back the goods, whichever is the earlier.

You must return the goods without undue delay, and no later than 14 days from the day you notify us of your withdrawal. The direct cost of returning the goods will be borne by you. You will only be liable for any diminished value of the goods if this results from handling beyond what is necessary to establish the nature, characteristics, and functioning of the goods.

No Right of Withdrawal for E-books and Audiobooks!

Please note that under Section 29 (1) m) of Government Decree 45/2014 (II.26), the right of withdrawal does not apply to eBooks

and audiobooks (digital content not supplied on a tangible medium). By placing an order for an eBook, you give your express prior consent to the immediate fulfillment of the order and acknowledge that after the fulfillment begins, you lose your right of withdrawal under Section 20 of the Government Decree. We will confirm your acceptance of this acknowledgment before fulfilling your order.

Warranty and Liability for Defects

a) Warranty for Goods

When can you claim your right to warranty for defects?

If we perform defectively, you can make a warranty claim against us in accordance with the Civil Code and Government Decree 373/2021 (VI.30).

What rights do you have under a warranty claim?

You can request repair or replacement unless repair or replacement is impossible or would incur disproportionate additional costs. If you request repair or replacement, you must make the goods available to us for inspection.

a) Warranty of Conformity (for the sale of goods)

Within what timeframe can you exercise your warranty of conformity rights?

You are required to report the defect immediately upon its discovery, but no later than two months from the date of discovery. However, please note that you can no longer enforce your warranty of conformity rights after the two-year limitation period from the date of performance of the contract.

Against whom can you enforce your warranty of conformity claim?

You can enforce your warranty of conformity claim against our Company.

What other conditions must be met to enforce your warranty of conformity rights?

Within one year from the date of performance, your warranty of conformity claim is only subject to reporting the defect, provided that you can prove that the product or service was provided by our Company. However, after one year from the date of performance, you are required to prove that the defect existed at the time of performance.

b) Warranty of Conformity (for digital content or digital services)

When can you exercise your warranty of conformity rights?

In case of defective performance, you can enforce a warranty of conformity claim against our Company according to the rules of the Civil Code and Government Decree 373/2021 (VI.30).

What rights are you entitled to under the warranty of conformity?

You can choose from the following warranty of conformity remedies:

- Request repair or replacement. When exercising the warranty of conformity for repair or replacement, our Company must ensure that the performance is made conforming within a reasonable time without causing significant inconvenience, taking into account the nature and purpose of the digital content or digital service.

Depending on the technical features of the digital content or digital service, our Company may choose the method of making the digital content or service conforming. You cannot repair the defect yourself or have it repaired by someone else at our expense.

You are entitled to request a proportional reduction of the price or to terminate the contract for the provision of digital content or digital services if:

- Repair or replacement is impossible or would result in disproportionate additional costs for our Company;
- We have not fulfilled our obligations to repair or replace;
- A defect recurs despite attempts to remedy the situation;
- The defect is severe enough to warrant immediate price reduction or contract termination; or
- Our Company has refused to bring the service into conformity, or it is apparent that the service will not be brought into conformity within a reasonable time or without significant detriment to your interests.

A price reduction is considered proportional if it corresponds to the difference in value between the performance you would have received under the contract and the service actually provided.

If the contract involves the provision of a continuous service over a specified period, the price reduction should reflect the period during which the service was not conforming.

If you wish to terminate the contract due to defective performance, we are responsible for proving that the defect is insignificant.

Unless proven otherwise, any defect that appears within one year from the date of performance is presumed to have existed at the time of performance, unless this presumption is inconsistent with the nature of the product or the nature of the defect.

Against whom can you enforce your warranty of conformity claim?

You can enforce your warranty of conformity claim against our Company.

If the contract for the sale of goods containing digital elements involves the continuous provision of digital content or digital services for a specified period, our Company is liable for any defects related to the digital content or digital service that occur or become apparent:

- Within two years from the date of delivery for continuous service provision up to two years; or
- Throughout the entire duration of the continuous service provision if it exceeds two years.

c) Product Warranty

When can you exercise your product warranty rights?

In the case of a defect in a movable good (product), you may choose to enforce either your warranty of conformity rights or product warranty rights.

What rights do you have under the product warranty?

You can request only the repair or replacement of the defective product.

When is a product considered defective?

A product is considered defective if it does not meet the quality standards in force at the time of its sale or if it lacks the properties described by the manufacturer.

Within what timeframe can you exercise your product warranty rights?

You can exercise your product warranty rights within two years from the date the product was placed on the market by the manufacturer. After this period, you lose your right to exercise these claims.

Against whom and under what conditions can you exercise your product warranty claim?

You can only enforce your product warranty claim against the manufacturer or distributor of the movable good. The defect must be

proven by the buyer when exercising the product warranty claim.

Under what circumstances is the manufacturer (distributor) exempt from product warranty obligations?

The manufacturer (distributor) is exempt from product warranty obligations if they can prove that:

- The product was not manufactured or placed on the market as part of their business activity; or
- The defect was not detectable based on the state of scientific and technical knowledge at the time of market placement; or
- The defect resulted from the application of legislation or a mandatory authority requirement.

The manufacturer (distributor) is only required to prove one reason for exemption.

You cannot simultaneously enforce both warranty of conformity and product warranty claims for the same defect. However, if a product warranty claim is successfully enforced, you can then enforce a warranty of conformity claim for the replaced product or repaired part against the manufacturer.

d.) Warranty

When can you exercise your warranty rights?

In the case of defective performance, we are obliged to provide a warranty for durable consumer goods listed in Annex 1 of Government Decree No. 151/2003 (IX.22) on the mandatory warranty for certain durable consumer goods (hereinafter referred to as the Warranty Decree).

What rights do you have under the warranty, and within what timeframe?

Under the Warranty Decree, you are entitled to request repair or replacement.

If the product becomes faulty again after being repaired three times during the warranty period, and you do not request a proportional reduction of the purchase price or wish to have the product repaired at the company's expense or by someone else, we are obliged to replace the product within eight days. If replacement is not possible, we are obliged to refund the purchase price indicated on the receipt or invoice issued according to the VAT law within eight days of your request.

If the product is not repaired within 30 days from the notification of the repair claim, and unless otherwise instructed by you, we are obliged to replace the product within eight days following the unsuccessful 30-day repair period. If replacement is not possible, we are obliged to refund the purchase price within eight days following the unsuccessful 30-day repair period.

The warranty period:

- a) One year for a purchase price of at least 10,000 HUF but not exceeding 100,000 HUF,
- b) Two years for a purchase price exceeding 100,000 HUF but not exceeding 250,000 HUF,
- c) Three years for a purchase price over 250,000 HUF.*When are we exempt from warranty obligations?

We are exempt from the warranty obligation only if we can prove that the defect occurred after the product was delivered. Please note that you cannot simultaneously enforce claims based on both warranty and product liability for the same defect. However, your rights under the warranty remain unaffected by the rights defined in points a.), b.), and c.).

Warranty rights can be exercised with a warranty certificate, which cannot be conditional on the return of the product's opened packaging by the consumer/buyer. If a warranty certificate is not provided, the contract is deemed proven if the consumer/buyer presents a receipt or invoice issued according to the VAT law. In this case, warranty rights can be enforced with the proof of payment. The seller's voluntary warranty during the mandatory warranty period cannot impose conditions less favorable than the mandatory warranty provisions. After this period, the conditions of the voluntary warranty can be freely determined, but they cannot affect the statutory rights of the consumer/buyer, including rights based on product liability.

Please note that our online store does not sell products covered by the Warranty Decree; therefore, no mandatory warranty applies to the products sold in our online store.

7. Complaint Handling

You can submit any complaints related to your purchase via the contact details provided under the "Store Information" section. Our complaint handling service is free of charge.

1.) Verbal Complaint

We will investigate verbal complaints immediately and resolve them on the spot if possible. If you disagree with the handling of your complaint or immediate resolution is not possible, we will record your complaint in writing, review the content with you, and seek your approval. A copy of the report will be given to you. After reviewing your complaint, we will send you a response within 30 days of receiving it. Telephone conversations concerning complaints are recorded for quality assurance and retained according to relevant Hungarian and EU laws. You have the right to request a copy of the recording, which we will provide within 30 days of your request. The time of the call will serve as the identification of the telephone complaint. The report on the verbal complaint will include the following details:

- a) Your name;
- b) Your address, headquarters, and mailing address (if necessary);
- c) The place, time, and method of the complaint;
- d) A detailed description of your complaint;
- e) The product identification number or other product identifier;
- g) The signature of the person recording the complaint and your signature (required for in-person complaints).

2.) Written Complaint

For written complaints, we will investigate the issue upon receipt and respond in writing within 30 days of your notification. If you request, we will inform you of the investigation results via electronic communication.

We will assess, reject, or resolve complaints according to applicable legal requirements.

Our response will detail the results of our investigation, actions taken to resolve the complaint, or reasons for rejection. We aim to provide clear, understandable explanations and avoid unnecessary legal jargon. We strive to address all your concerns in our response.

3.) Data Handling and Complaint Records

During the complaint handling process, we may request the following information from you:

- Your name
- Your address, headquarters, and mailing address
- Your telephone number
- Preferred method of notification
- Product or service identification number related to the complaint
- A description of the complaint and the cause

- Your request regarding the complaint
- Copies of any documents supporting your complaint
- Any other data necessary for investigating and responding to the complaint

We will handle your personal data according to the provisions of Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information.

We archive written complaints, including reports of in-person complaints, and our responses for five years. After the retention period, we dispose of the documents.

The personal data recorded in the complaint system is used solely for the registration and resolution of complaints.

4.) Legal Remedies

If your complaint is fully or partially rejected or the investigation is not completed within the above-specified timeframe, you may contact the consumer protection authority in your area (county government office, in Budapest the Budapest Capital Government Office), a conciliation board, or a court.

A consumer is a natural person acting outside their profession or economic activity who purchases, orders, receives, uses, or is the recipient of goods or services or related commercial communication or offers. For the purposes of the rules regarding conciliation boards—except in the case of the EU Regulation No. 524/2013 on the online resolution of consumer disputes—consumers include civil organizations, religious legal entities, condominiums, and housing cooperatives acting outside their profession or economic activity who purchase, order, receive, or use goods or services or are the recipients of commercial communication or offers.

The conciliation board holds hearings online (unless the consumer requests a personal hearing), ensuring simultaneous audio and visual transmission. The business is required to cooperate in the conciliation process, including submitting a written response within the deadline set by the board. In the conciliation process, the business must ensure the participation of a representative authorized to make settlements. If the consumer requests a personal hearing, the business representative must attend at least online.

Budapest Conciliation Board

Address: Budapest

Jurisdiction: Budapest

Contact:

- Address: 1016 Budapest, Krisztina krt. 99. I. em. 111.
- Mailing Address: 1253 Budapest, Pf.:10
- Phone: 06-1-488-2131
- Email: bekelteto.testulet@bkik.hu
- Website: bekeltet.bkik.hu

Pest County Conciliation Board

Address: Budapest

Jurisdiction: Pest County

Contact:

- Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.
- Phone: 06-1-792-7881
- Email: pmbekelteto@pmkik.hu
- Website: panaszrendezes.hu

You can find the list of consumer protection authorities here: https://fogyasztovedelem.kormany.hu/#/fogyasztovedelmi_hatosag.

Court: The court with jurisdiction over the case (<http://www.birosag.hu>).

Under Article 14 of EU Regulation 524/2013, you may resolve disputes related to products and services purchased online without going to court by using the online dispute resolution platform available at <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>.

Purchase Process for Downloadable Products

You can start the purchase process using the Cart. On the product page, you will find a cart icon next to/below the product, which you can click to add the item to your cart.

By adjusting the quantity, you can purchase more of the same product, or you can remove items you do not wish to buy.

1. Add the desired item to your cart.
2. On the cart page, click the "Proceed to Checkout" button.
3. On the payment page, enter your shipping and billing address. Please verify your information!
4. At the bottom of the payment page, you can add comments to your order.
5. Complete the purchase by clicking the "Place Order" button. If you choose card payment, our system will redirect you to Barion's secure server, and after a successful transaction, the purchase will be finalized on the aforementioned "Thank You" page.

After payment, the purchased e-content (PDF) can be downloaded once as follows:

1. Log in after payment.
2. In your user account, select the "My Orders" menu.
3. Click on the "Details" button.
4. Scroll down to the "CLICK HERE TO DOWNLOAD" button.
5. Download your sheet music.

If you experience any issues, please contact us!

Email: zongoraorakalberttel@gmail.com

Data Management

Data Processing

By initiating a purchase, the Buyer acknowledges that the following personal data stored in the database of DEADBEEF Kft. (2621 Verőce, Dévényi u. 21-23.) as the data controller, will be transferred to:

- Puzzle Office Service Kft. (logistics partner)
- Billingo Technologies Zrt. (invoicing and administrative service provider)

as data processors, for the purposes specified below. The transferred data includes: name, email, country, state/province, city, postal code, address.

Online credit card and other payment methods are processed through the Barion system. The merchant does not receive any credit card or other payment-related data. Barion Payment Zrt., the service provider, operates under the supervision of the Hungarian National Bank, with license number: H-EN-I-1064/2013.

contact

Support e-mail: zongoraorakalbettel@gmail.com