General Terms and Conditions

1. Contracting Parties

This General Terms and Conditions (later referenced as GTC) sets the basic terms of the usage of smarterhomeshop.eu web store, available at https://smarterhomeshop.eu (later referenced as Web Store):

The operator of the Web Store (later referenced as: Web Store):

Company name: **OkosabbOtthon Webshop Kft.**

Registered seat: **Hungary, 1016 Budapest, Számadó utca 5.**

EU VAT ID: **HU32403031**

Company register number: **01-09-422299**

Registered by: **Fővárosi Törvényszék Cégbírósága**

Phone: **+36703962099**

Customer Care email: **offer (at) smarterhomeshop (dot) eu**

Customer / User: a private person representing, acting in the name of a corporate entity (such as a company or self-employed professional, with activity of retail reseller, e-retail reseller, electric or smart home installer, integrator or manufacturer) and registering as a user of electronic services of the Web Store.

2. Acceptance of the general terms and conditions

Acceptance of the general terms and conditions is the pre-condition of using the services of the Web Store. Creating a user registration or sending an order is deemed acceptance of the general terms and conditions. Acceptance of GTC does not qualify as a printed contract, is not registered, therefore is not retrievable later.

3. Electronic services

Registration as user, creating an account

Sending purchase orders via the Web Store is open to all Customers / Users, with or wothout a user registration. During the registration, valid and full data has to entered, with name, title/position, company name and VAT ID, as well as, email address and phone number. Users may add invoice and shipping address data before sending the first order.

The User can use its Account for an undefinity time, at no cost. Users may request deletion of their accounts at any time by sending an email to the Web Store requestion account delete.

Web Store service geographic availability

Web Store's delivery service is available for registered customers with delivery and invoice address in the below EU countries: Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

Complaints and comments related to Electronic

Services You can send your comments and complaints to our customer care via email, or postal mail to our above official addresses. Please do include the circumstances (date and time, identified defects, technical environment (OS with version number, Browser with version number, language settings etc.) into your email, as well as, your User id and your contacts.

Our customer care shall respond as soon as possible, but latest in 10 working days.

4. How to order

4.1 Composing an order

In order to compose and send an order, Customers need to add the required quantities of the products into the Cart of the Web Shop, enter and verify shipping and invoicing address, (if they buy as company then also an EU VAT number), then send the order.

After sending the order, the order data cannot be modified in the Web Store. Data required for ordering: name, invoice name and address, EU VAT number, email address, phone number, products, quantities, delivery address. Sending an order is a free service of the Web Store.

Please be informed, that product prices are only valid for actual stock quantities. As product prices are greatly depending on currency exchange rate changes and fast changes of the global shipping costs, we reserve the right to change the prices for backordered items, when the arrive to stock and are ready to ship. In case of such price changes of backordered items, you have the right to remove the items from your order.

4.2 Payment

Prices shown in the Web Store are defined in EUR and exclude VAT. During the checkout process all prices, including taxes, delivery and other costs are displayed on the checkout page. The moment, when Customer sends its order on the Checkout page, Customer initiates to conclude a sales contract.

Payment for the products shall be made via Stripe payment provider's supported payment method, or EUR SEPA bank transfer to Web Store's bank account. For bank transfer payment data is included in the confirmation email sent immediately by the Web Store as a receipt confirmation of the Purchase Order. Payment shall be made not later than 10 days after sending the order, or Web Store has the right to cancel the order.

4.3 Confirmation of the order

When Customers sends its order, the Web Store sends an immediate and automatic confirmation email with the order data entered and the items ordered, just in order to acknowledge the receipt of the order. The confirmation email is in no way an acceptance or confirmation of the order, nor the acceptacnce or the sales contract initiated by the Customer. The Purchase Order becomes accepted and sales contract legally created when the Web Store later informs the Customer about the delivery.

Should any changes be made to the order (invoice or delivery address, items or quantities), the Customers should immediately inform the Web Store via email.

In case no change is required, Customer shall make the payment as per the email instructions included in the mentioned receipt confirmation email.

The Web Store shall start delivery as soon as possible after the payment arrived from the customer, but no later than 30 working days. When products have been handed over to the courier company, Web Store is sending a notification email about Order Delivery. The contract between Customer and Web Store is established when this email is sent by the Web Store.

Customer accepts that the mentioned contract contains (1) the purchase order, (2) product specifications as described on the Web Store, (3) this GTC’s terms. The contract is deemed a written contract and the is governed by the regulations of Hungary.

In case the Web Store is not able to deliver the products, Web Store shall inform the Customer as soon as possible, and refund any payments made after order cancellation.

The Web Store has the right to refuse the order in case in particular in cases where the Customer has violated the provisions of the GTC during any previous order or has any unpaid debt to the Distributor.

4.4 Delivery

Product delivery is currently only available in certain EU countries. The cost of shipping the product will be displayed on the Checkout page before you place your order. Products are shipped by GLS anf other local couriers.

The Service Provider carries out the delivery of the products with the involvement of third parties. Delivery terms are regulated by the GTC of the courier companies. The Customer buyer is obliged to check the integrity of the package upon delivery. In case of damaged packaging, the defect must be recorded on site. In the absence thereof, we are not in a position to investigate any such complaints.

4.5 Pre-orders

As a general practice, Web Store sells products from immediately available stock, however, from time to time some products may not be on stock, because (a) temporarily running out of stock due to increased demand, or (b) a newly introduced product’s first shippment has not arrived yet. In such cases, order form will display that the product is out of stock. Customer may order those products not on stock as a pre-order, as part of his/her regular order sent via the Web Store.

Also, Customers may order more quantity from a product than the actual stock level, displayed on the web site. Such extra quantities are are also considered as pre-orders.

Contrary to regular orders, Web Store has no standard commited delivery date for Pre-Orders, as availability of the missing

products is out of its scope and control, and is depending on the manufacturers / suppliers of the products. Usually, pre-orders are delivered within 2-3 weeks, but longer delivery time may happen from time to time.

In case the waiting time is longer than 4 weeks, the Customer has the right to cancel its pre-order and ask refund or use the paid amount as a payment for another order.

5. Warranty

We provide 2 year warranty for all products sold and delivered.

Warranty claims shall be sent to us: by e-mail: **rma (at) smarterhomeshop (d0t) eu**.

As part of the warranty claim, please add:

- customer name,
- phone number and email contacts,
- name of defective product(s)
- description of the problem reported by the customer
- photos / videos (if any available) about the defect

The Web Store shall make a statement regarding the notification no later than 14 calendar days. From time to time, it may be to send back the product deliver the product to the address of the Web Storefor examination.

6. Right of Withdrawal (Government Decree 45/2014 (II.26.))

Consumers (private persons ordering products for home use) have the right of cancellation under this Regulation within 14 days from delivery. For withdrawals, email notification shall be sent to us: by e-mail: **info (at) smarterhomeshop (dot) eu**.

7. Ownership

Until the purchase price is paid in full, the Product remains the property of the Web Store. If, however, the Product is in the possession of the Purchaser for any reason, before the full payment of the purchase price, he shall be liable to the Web Storefor any damage for which no one shall be liable.

8. Liability

Customer may use the Webshop solely at its own risk and accepts that Web Store shall not be liable for material or non-material damage resulting from its use, beyond liability for deliberate breach of contract and damage to human life, bodily integrity or health.

The Web Store disclaims all responsibility for the conduct of the Webshop users. Buyer is responsible for ensuring that the use of the Webshop does not directly or indirectly violate the rights of third parties or the law. Customer is fully and exclusively responsible for its own behavior, in which case Web Store fully cooperates with the acting authorities to investigate the violations.

The Web Store is entitled, but not obliged, to verify any content made available by Customers through the use of the Webshop, and the Service Provider is entitled, but not obliged, to look for signs of unlawful activity.

Web Store pages may contain links that lead to sites of other companies and service providers. The Distributor is not responsible for their privacy practices and other activities.

Due to the global nature of the Internet, Customer agrees to be bound by the applicable national laws when using the Webshop. If any activity related to your use of the Webshop is not permitted under the laws of the Customer’s state, you are solely responsible for your use.

If the Customers discovers objectionable content on the Webshop, he must immediately notify the Web Store. If the Web Store deems the signal to be justified in good faith, it shall be entitled to immediately delete or modify the information.

9. Final Provisions

The contents of the Web Store, together with texts, graphics, photographs, animated photographs, films, illustrations and in some cases sounds and programs, are the property of of the web site operator. These contents are protected by copyright. They may only be used with the permission of the Web Store operator. The operator reserves the right to unilaterally modify the GTC, in whole or in part, at any time, with the notice of the user. The GTC and any amendments thereto shall enter into force upon publication.

The General Terms and Conditions contain the general terms and conditions of the legal relationship between the Service Provider and the customer who enters into a contractual relationship with it. With respect to issues not regulated here, the prevailing Hungarian laws and regulations governing the operation of the Service Web Store, in particular in the Civil Code, on certain issues

of e-commerce services and information society-related services, 2001. 45/2014 on the detailed rules of contracts between the consumer and the business (II.26.).