# **GENERAL TERMS AND CONDITIONS (PDF Click here)**

of the company *Bakter Könyves Kft*., TAX ID No.: 24647308243, with registered office at 1094 Hungary, Bokreta street 28., registered in the Commercial Register at the Regional Court in Budapest, file No. 01 09 175320, for the sale of goods and digital content on <a href="https://www.bookworm.hu">www.bookworm.hu</a>.

The most important of the terms and conditions:

- You can choose your payment method and delivery option during the ordering process.
- If we state that the goods are in stock, then we undertake to deliver the goods or digital content by the time specified in the basket in the shipping section and in the confirmation email. If the ordered product is not in stock, we will notify you within 1 business day.
- The consumer customer has the right to withdraw from the purchase contract without giving reasons within 14 days. You can withdraw from the contract by making any unequivocal statement to us. You can also use our Withdrawal form.
- For more information on complaints and returns, please refer to our Complaints procedure.
- The protection of our customers' personal data is very important to us. For information on the processing of personal data, please refer to our Privacy Policy.

#### 1 CONTACT AND BANK DETAILS

1.1 E-shop operator: Bakter Könyves Kft. TAX ID No.: 24647308243 (hereinafter referred to as "Seller" or "we")

Phone: +36 20 4980422 please note that customer support speaks Hungarian. If you have any questions, please feel free to contact us at our email address webshop@bookworm.hu or via the WhatsApp

E-mail: webshop@bookworm.hu

Address of the establishment/ bookstore: Hungary, 1094 Budapest. Ferenc krt 43.

# 1.2 Complaints and returns:

If you are returning goods, you will always find information about the return in the order confirmation email. Alternatively, you can always send a query about a return to <a href="mailto:webshop@bookworm.hu">webshop@bookworm.hu</a>.

The customer bears the cost of returning the goods to us when withdrawing from the purchase contract. In case of a request for removal of the defect, we will always agree with you individually.

- Returns can always be made to our address. The address is Hungary, 1094 Budapest. Ferenc krt 43.
- You can also contact us by emailing webshop@bookworm.hu or otherwise contacting our customer support and please provide details of the faulty goods or the goods you wish to return. We will contact you to discuss how to return the goods.

### 2 THE SCOPE OF VALIDITY AND APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

2.1 Choice of law. Hungarian law shall govern any issues not regulated in these Regulations and the interpretation of these Regulations, with particular regard to the relevant provisions of Act V of 2013

on the Civil Code ("Civil Code") and Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society, as well as Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between consumers and businesses. The mandatory provisions of the relevant laws shall apply to the parties without any separate stipulation.

These General Terms and Conditions of Sale (hereinafter referred to as "GTC") of the Seller regulate, , the mutual rights and obligations of the parties arising in connection with or based on a purchase contract (hereinafter referred to as "Purchase Contract") concluded between us and consumers or entrepreneurs (hereinafter referred to as "Customer" or "you") through our online store at www.bookworm.hu

- 2.2 International element. In the event of the existence of an international element, we agree that the legal relationship between us will be governed by the law of the Hungary, in particular the Civil Code of the Hungary.
- 2.3 E-shop. The online shop is operated by us on the website located at https://www.bookworm.hu (hereinafter referred to as the "Website").
- 2.4 Goods and digital content. On the website you can purchase:
- a. goods offered by us;
- b. digital content provided by us, in particular in the form of E-books or Audiobooks (hereinafter collectively referred to as "Digital Content").
- 2.5 Who is considered a consumer. Any natural person who, outside the scope of his/her business activity or outside the scope of his/her independent exercise of his/her profession, concludes a purchase contract with us or otherwise legally deals with the Seller (hereinafter referred to as "consumer") is considered a consumer.
- 2.6 Who is considered an entrepreneur. An entrepreneur is any natural person or legal person who carries on a gainful activity independently on his own account and responsibility on the basis of a trade license or otherwise with the intention of engaging in that activity on a regular basis with a view to making a profit (hereinafter referred to as "entrepreneurial activity"). This person concludes a purchase contract with the Seller or otherwise acts legally with the Seller in the course of his business activity (hereinafter referred to as the "entrepreneur" or "business customer"). We follow the principle that the provisions of these GTC applicable to entrepreneurs apply to the customer who provides his/her business registration number and, if applicable, VAT number.
- 2.7 Familiarizing yourself with the GTC and acceptance of the GTC. By submitting an order (the "Buy now" button), you confirm that you have read the GTC, including the disclosures to customers before entering into a purchase contract under these GTC and expressly agree to them in their valid and effective version at the time of this confirmation.

#### 3 COMMUNICATION TO CUSTOMERS BEFORE THE PURCHASE CONTRACT IS CONCLUDED

- 3.1 Illustrative nature of the photographs of the goods. All photographs and displays of goods on the website are for illustrative purposes only.
- 3.2 Goods, price, cost. The goods offered by us on the website and a description of their main features is available for the respective goods. The prices of the goods are inclusive of VAT, including statutory charges, excluding shipping charges. We do not charge any additional costs for

telecommunications (e.g. if you call us on our telephone number, you will only pay your normal telephone call rate).

- 3.3 Copyright. The digital content offered may not be recorded, copied or otherwise distributed. All text, images, graphics and other parts of the content are subject to copyright. Copying or sharing any part of the digital content is prohibited. No reproduction of any part of the Digital Content may be sold or distributed, nor may it be modified or incorporated into any work, including but not limited to any other work, publication or website.
- 3.4 Payment options. The specific terms of payment methods and delivery options are described in more detail during the order itself in the "Delivery" section. You can also find them in the Delivery and Payment section of our website. We will deliver the goods to you via the carrier you choose from the options we offer.
- 3.5 Binding order. By submitting an order by pressing the "Buy now" button in our online shop, the customer creates a binding order, which binds the customer to payment. The customer has the opportunity to review and correct or change his/her order before submitting the order, as described in more detail in section 5 of these GTC.
- 3.6 Customer's rights from defective performance. The customer's rights under defective performance or warranty and the conditions for exercising them are described in section 12 of these GTC or in our Complaints procedure.

### 4 COMMUNICATION TO CONSUMERS BEFORE THE CONCLUSION OF THE PURCHASE CONTRACT

- 4.1 Right of withdrawal from the purchase contract. The consumer customer has the right to withdraw from the purchase contract without giving reasons (unless otherwise stated) within a period of 14 days, which starts at the latest:
- 4.1.1 for a contract of sale, from the date of receipt of the goods; or
- 4.1.2 in the case of a purchase contract with delivery in several pieces/parts, from the date of acceptance of the last delivery of goods; or
- 4.1.3 in the case of a contract of sale subject to regular repeated deliveries of goods, from the date of acceptance of the first delivery of goods;

with the understanding that the consumer has the right to withdraw from the purchase contract even before the time specified in Articles 4.1.1 to 4.1.3 by notifying us of his/her intention to withdraw from the purchase contract, by any unambiguous declaration, for example by filling in and sending the Withdrawal form (ideally together with the returned goods) or by sending it to our e-mail webshop@bookworm.hu .

- 4.2 When it is not possible to withdraw from the purchase contract. The customer is not entitled to withdraw from the following contracts:
- 4.2.1 the delivery of goods that have been customized and/or created at the customer's request or for the customer;
- 4.2.2 on the delivery of perishable goods and goods which have been irreversibly mixed with other goods after delivery;

- 4.2.3 the supply of goods in sealed packaging which the consumer has removed and which, for health or hygiene reasons, it is not appropriate to return after the consumer has broken it, including audio or visual recordings and computer programs where the customer has broken their original packaging;
- 4.2.4 on transport, on a specific date or during a specific period of time;
- 4.2.5 for the supply of newspapers, periodicals or magazines, with the exception of subscription contracts for their supply;
- 4.2.6 on the provision of digital content, unless it has been delivered on a tangible medium and has been delivered with your prior express consent before the expiry of the withdrawal period and we have informed you before the conclusion of the purchase contract that in this case you do not have the right to withdraw from the purchase contract.
- 4.3 Obligation of the consumer when withdrawing from the purchase contract. If the consumer withdraws from the purchase contract, he/she is obliged to send us back the goods acquired on the basis of the purchase contract from which he/she withdrew within 14 days from the moment of withdrawal from the purchase contract. The customer is obliged to send back or return the goods complete, i.e. including all supplied accessories, all documentation, clean, undamaged and, if possible, including the original packaging, in the condition and value in which they were received.
- 4.4 Return address. If you are returning goods, you will always find the return information in your order confirmation email. Returns can always be made to our registered office at Hungary, 1094 Budapest. Ferenc krt 43. bookstore. We do not accept cash on delivery packages.. The cost of returning the goods in the event of withdrawal from the purchase contract is at the customer's expense.
- 4.5 Reduction in the value of goods. In the event of withdrawal from the purchase contract, the customer is liable for any reduction in the value of the returned goods or returned goods that has occurred as a result of handling the goods in a manner other than that necessary to become familiar with the nature, characteristics and functionality of the goods. In the event that damaged or incomplete goods are returned to us, we will set off our claim for compensation against the purchase price you are claiming back. We will always assess the specific case to determine the extent of damage, deterioration of the goods and determine the corresponding reduced value. We will inform you of these steps by e-mail or telephone.
- 4.6 Refund of the purchase price. In the event of withdrawal from the purchase contract within the withdrawal period, we are obliged to refund the customer all money including the cost of shipping the goods in the amount corresponding to the cheapest type of shipping offered by us, to the bank account specified by you, no later than 14 days after withdrawal from the purchase contract. In case of payment by credit card, the purchase price is refunded to this card. Please note that we are only entitled to refund your money when we receive the returned goods back from you.
- 4.7 Complaints. We provide out-of-court handling of customer complaints via e-mail webshop@bookworm.hu .

## 5 ORDER AND CONCLUSION OF THE PURCHASE CONTRACT

5.1 Prices of goods and digital content. The prices of goods and digital content remain valid for as long as they are displayed in the web interface of the shop. This provision does not limit our ability to

conclude a purchase contract on individually agreed terms.

- 5.2 Packing and shipping costs. The website also contains information on the costs associated with packaging and delivery of goods. The amount of the costs associated with the packaging and delivery of the goods will depend mainly on the chosen carrier and the place where/what country the goods will be delivered to (e.g. Hungary, Germany, Czech Republic, Italy, Poland, Greece, etc.).
- 5.3 Order process. To order goods and digital content, the customer fills in the order form in the web interface of the shop (puts the goods and digital content "into the basket", chooses the method of payment of the purchase price of the goods, provides the delivery address and other necessary contact details, chooses the desired method of delivery of the ordered goods and obtains information about the costs associated with the delivery of the goods or digital content). In the case of goods that are marked as "in stock", this is a binding order for goods committing to payment (hereinafter referred to as "order"). By submitting an order, the customer confirms that he/she has agreed to these General Terms and Conditions and has read our Privacy Policy.
- 5.4 The process of sending an order. Before the order is completed, the customer is allowed to check and change the data entered by the customer in the order, including with regard to the customer's ability to detect and correct errors made in entering the data in the order. The order is sent by clicking on the "Buy now" button and the order process is completed. The information provided in the order is considered correct by the Seller. If, during the processing of the order, it is found that obviously false or incomplete data has been used, we may refuse the order, of which you will be notified by e-mail. The customer may be held liable for any damage caused by providing deliberately false or incorrect information.
- 5.5 Obligations of the seller and the buyer. By entering into a contract of sale, we undertake to hand over the goods or digital content purchased to you and to enable you to acquire title to the goods or digital content and you undertake to take delivery of the goods and pay us the price of the goods or digital content.
- 5.6 A copy of the GTC and the withdrawal form. The Customer will receive a copy of the concluded Purchase contract at the Customer's electronic address, as amended by the applicable GTC. The customer will also receive the Withdrawal form.
- 5.6 Means of remote communication. The customer agrees to the use of remote means of communication in concluding the purchase contract. The costs incurred by the customer in using the means of distance communication in connection with the conclusion of the purchase contract (internet connection costs, telephone call costs) shall be borne by the customer, and these costs shall not differ from the basic rate.

## 6 PRICE OF GOODS AND METHOD OF PAYMENT

- 6.1 Price. All prices of goods are quoted in Forint (HUF) or in any other currency you choose and are inclusive of VAT.
- 6.2 Payment method. You can pay us the price of the goods and any costs associated with the delivery of the goods according to the purchase contract:
- 6.2.1 by wire transfer to the bank account specified in the order,
- 6.2.2 by credit card,

6.2.4. Pay on site at the bookstore. Cash or card.

The customer chooses the method of payment for the goods during the order process. For more information on the different payment methods, please also refer to the Delivery and Payment section on the website.

- 6.3 Price for delivery of goods. Together with the purchase price, the customer is also obliged to pay us any costs associated with the packaging and delivery of the goods in the agreed amount, as well as a surcharge for the chosen payment method. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods. Before the binding completion of the order, the customer will be informed of the final price including the costs of packaging and shipping.
- 6.4 Deposit on the price of the goods. We may require the customer to make a deposit or other similar payment.
- 6.5 Unrealistic price of the goods. If an unrealistic price is displayed, e.g. 0 HUF (or zero value in another currency displayed to you) or a highly non-marketable price is displayed, where a non-marketable price is considered to be a price that is below our purchase price, we reserve the right to remove this item from your order. The customer will be notified of this to the customer's email address.
- 6.6 Form of invoice. We agree that invoices will be sent electronically to the customer's electronic address specified in the order.
- 6.7 Delivery time. Delivery time varies depending on the availability of the goods and the country of delivery. The estimated delivery time is given as part of the ordering process and can also be found in the confirmation email. If the estimated delivery time changes, you will always be notified by email.
- 6.8.1 If the goods are indicated as being in stock, then we undertake to deliver the goods within the time specified in the basket in the "delivery" section and according to the delivery times of the individual cooperating carriers. Sometimes we may find that goods marked "in stock" sell out at short notice. Should a situation arise where we run out of goods and are unable to deliver the goods you have ordered within the time specified, then we will contact you to agree on the next course of action.
- 6.8.2 Goods will normally be delivered within 10 days. However, in certain situations the delivery time may be longer. You will always be informed of this in advance.
- 6.10 BookWork loyalty program. Registered customers in their user account collect points in their "points account" by purchasing goods. Each item on offer on our website is rewarded with a certain number of points. The number of points for a specific item can be seen on the merchandise card. The current status of your points account is shown when you log in to your user account. Points can be exchanged for rewards in the next purchase. The reward is offered at the completion of the order. The discount must be redeemed within 12 months of the last order received and paid for, after which it expires. Find out more about our loyalty program here.
- 6.11 In some cases, you will pay for the shipping costs of the selected rewards under the loyalty program. Please note that if you also add selected rewards earned under the loyalty program to your shopping cart during the checkout process, they will be shipped to you at your expense if the subject of the purchase contract is digital content only, for which you do not need to use a carrier. If you

nevertheless choose to have the selected reward sent to the address of your choice in this situation, you will be prompted and advised that the cost of shipping the reward will be borne by you.

#### 7 RESERVATION OF TITLE

- 7.1 Full payment of the purchase price. We reserve title to the goods for our customers until full payment of the purchase price according to the respective purchase contract.
- 8 THE DELIVERY OF THE GOODS, THE PLACE OF PERFORMANCE, THE DAMAGE CAUSED TO THE SELLER AND ANY DAMAGE CAUSED DURING THE TRANSPORT OF THE GOODS
- 8.1 Carrier. At the customer's choice, the goods are sent to the customer via the carrier chosen by the customer during the order from the options offered by us. You can also find more information in the Delivery and Payment section of the website.
- 8.2 Receipt of goods. When goods are transported by us to the customer, the goods are handed over to the customer at the point of handover (usually the first door/gate/gate at the delivery point designated by the customer). It is at the moment of receipt of the goods by the customer that the risk of damage and accidental deterioration of the purchased goods passes to the customer. If the customer should have taken over the goods from the carrier, the risk of accidental damage and accidental deterioration of the purchased goods passes to the customer at the moment he is allowed to dispose of the goods, but not before the stated delivery time.
- 8.3 Delivery time. We deliver goods via a carrier. The indication that the goods are in stock or will be stocked in the time indicated for a particular item usually affects the delivery time of the order. For goods where a certain number of days or weeks is indicated before the goods are stocked, the delivery time of the order will be longer and you acknowledge this and agree to this by placing your order.
- 8.4 Methods of transport. The customer has the choice of selecting to have the goods shipped to any address via our contracted carrier at the shipping price that is quoted during the order process. For more information on the different shipping methods, please also refer to the Delivery and Payment section of the website.
- 8.5 Cost of special mode of transport. In the event that the mode of transport is agreed upon by special request of the customer, the customer bears the risk and any additional costs associated with this mode of transport.
- 8.6 Re-delivery and associated costs. In the event that, for reasons on the customer's side, it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the customer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with another method of delivery.
- 8.7 Damage that may be incurred by the seller by not taking delivery of the goods. If the customer consumer does not take over the goods when they are delivered by the carrier, the goods are subsequently returned to the Seller and at the same time the customer consumer does not withdraw from the purchase contract within 14 days of the unsuccessful delivery of the goods, the Seller is entitled to claim from the customer the costs charged by the carrier for the delivery of the goods back to the Seller.

8.8 Obligations of the customer upon receipt of the goods. The customer is obliged to inspect the goods upon receipt and make sure of their characteristics (in particular, whether the customer has received the correct type of goods, whether the goods have the agreed quality, whether the goods in their packaging contain everything that according to the instructions should contain). In the event of visible damage to the consignment by the carrier, the customer is obliged not to accept such consignment from the carrier at all. We shall not be liable for any damage caused by the carrier or late delivery of the goods, whatever the reason for the delay.

#### 9 WITHDRAWAL FROM THE CONTRACT

- 9.1 Consumer's right to withdraw from the purchase contract. The consumer's right to withdraw from the purchase contract shall be governed by the provisions set out in Section 4 of these GTC.
- 9.3 Procedure when stocks are sold out. We are entitled to withdraw from the purchase contract due to the stock out of goods or due to the unavailability of the ordered goods. Furthermore, we may withdraw from the purchase contract in particular if the customer has not paid the purchase price properly and on time or refuses to accept the goods.

#### 10 RIGHTS FROM DEFECTIVE PERFORMANCE

- 10.1 Reference to the Civil Code. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant generally binding legal provisions.
- 10.2 Reference to the Complaints Procedure. Further rights and obligations of the parties relating to our liability for defects in the goods or provision of digital content are set out in our Complaints procedure.

# 11 DATA PROTECTION

- 11.1 Privacy Policy. The protection of our customers' personal data is very important to us. The rules for handling personal data and the rules for sending commercial communications are regulated in our Privacy policy.
- 11.2 Cookies. We use so-called cookies, which can be stored on the end device (either by consent or to protect our legitimate interests). Customers can set their preferences directly on our website, where they can find further Cookie policy.

## 12 COMPLAINT HANDLING PROCEDURE

- 12.1. Our store aims to fulfill all orders with high quality and customer satisfaction. If a user has any complaints regarding the contract or its fulfillment, they can submit their complaint via phone, email, or letter at the provided address.
- 12.2. The Service Provider will promptly investigate verbal complaints and take necessary actions to remedy the situation. If the customer disagrees with the handling of the complaint or if immediate resolution is not possible, the Service Provider will record the complaint along with its position and

provide the customer with a copy.

12.3. The Service Provider will respond in writing to any written complaint within 30 days, providing justification for any rejection. All records of the complaints and responses will be maintained for five

years and shall be made available to supervisory authorities upon request.

12.4. Please be advised that a rejected complaint may be subject to official or conciliation board

procedures.

12.5. Consumers may file a complaint with the consumer protection authority as outlined in paragraph 4 (1) of Government Decree 387/2016. (XII. 2.). The district office will act in the first instance, and the Pest County Government Office with national jurisdiction will act in the second. For

contact details of district offices, visit: http://jarasinfo.gov.hu .

12.6. Consumers also have the option to contact a conciliation board. The contact details are as

follows:

• Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99

• Telephone: (1) 488-2131

• Fax: (1) 488-2186

Contact Name: Dr. György Baranovszky

• Email: bekelteto.testulet@bkik.hu

12.7. The conciliation board is responsible for the out-of-court settlement of consumer disputes. Its main role is to facilitate an agreement between the parties involved to resolve the dispute. If an agreement is not reached, the board will issue a decision to ensure the simple, fast, efficient, and cost-effective enforcement of consumer rights. Upon request from either the consumer or the

Service Provider, the conciliation board shall provide advice regarding the rights and obligations of

the consumer.

12.8. In the case of a cross-border consumer dispute arising from an online purchase or online

service contract, the procedure shall be conducted exclusively by the competent conciliation body

operating under the Budapest Chamber of Commerce and Industry.

12.9. In the event of a complaint, the consumer may utilize the EU Online Dispute Resolution

Platform. Accessing the platform requires simple registration in the European Commission's system.

Once registered and logged in, the consumer can submit their complaint via the online website at:

http://ec.europa.eu/odr.

12.10. The Service Provider is obligated to cooperate in the conciliation body's procedure. This

includes submitting a response to the conciliation body and ensuring that an authorized representative is present at the hearing to facilitate a potential settlement. If the registered office or

location of the enterprise is not situated within the jurisdiction of the chamber operating the competent conciliation body, the enterprise is still required to cooperate by offering the possibility of

reaching a written settlement that meets the consumer's needs.

13. COPYRIGHT

The website bookworm.hu is considered a copyrighted work. Therefore, it is prohibited to download

(replicate), retransmit to the public, use in any other way, electronically store, process, or sell any contents or parts thereof appearing on the bookworm.hu website without the written consent of the Service Provider.

# 14. DATA PROTECTION

Information regarding the website's data management practices is available on the following page: <a href="https://www.bookworm.hu/shop\_help.php?tab=terms">https://www.bookworm.hu/shop\_help.php?tab=terms</a>

Budapest, 2025.05.12.

Cancellation form (please fill in and return only if you intend to cancel)
Order ID:
Recipient (name, postal address, e-mail address, telephone number):
The undersigned hereby declares that he/she cancels the purchase of the following goods:
Order date / receipt date:
Name of consumer(s):
Address of consumer(s):
Signature of consumer(s) (only in case of written notification):
Date: