

General Terms and Conditions

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1. Introduction

These General Terms and Conditions (hereinafter: GTC) take effect on June 22, 2020, and remain valid until revoked.

The GTC was amended on March 20, 2025.

These GTC govern the conditions of use of the services available on the website ipolycipo.hu (hereinafter: Website). Technical information not specified herein is provided by additional guidance available on the Website.

By viewing the pages of the webshop and creating a valid registration, the User accepts and acknowledges the content and provisions of these GTC as binding.

The contract concluded during a purchase is established through an electronic agreement, governed by the provisions of Sections 5 and 6 of Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services.

A contract concluded electronically is considered a written contract. The contract and order details are automatically stored electronically in the webshop and are accessible to the User after logging into the webshop.

The concluded contract and order details are not filed or stored in paper form by Ipoly Cipőgyár Kft.

The language of contracts concluded during electronic purchases is Hungarian.

Ipoly Cipőgyár Kft. does not subject itself to the provisions of any code of conduct regarding its services.

When using the webshop's services, the User must not violate the rights of third parties or legal regulations, either directly or indirectly.

2. The Service Provider

The Service Provider is Ipoly Cipőgyár Kft.

- Registered Office: 2660 Balassagyarmat, Madách út 2.
- Business Premises: 2660 Balassagyarmat, Horváth Endre út 2.
- Mailing Address: 2660 Balassagyarmat, Madách út 2.
- Representative: Sinkó Csaba, Managing Director
- Company Registration Number: 12-09-001968
- Registering Court: Company Court of Balassagyarmat District Court
- Tax Number: 11203362-2-51
- Bank Institution: MKB Bank Nyrt.
- Account Number: 10300002-10528985-49020016
- Email: raktar@ipolycipo.hu
- Phone Numbers: +36-30-166-1522; +36-30-270-6065
- Hosting Provider: Unas Online Kft., 9400 Sopron, Kőszegi út 14., email: unas@unas.hu

3. Activities Conducted on the Website3.1. Registration

Certain content on the Website is accessible to all Users without registration.

Purchasing in the webshop requires valid registration by the User.

To register, the User must click on the "Registration" menu, provide the requested information on the registration form, and complete the process by clicking "OK."

The registration form requires the following details:

- Name
- Contact person's name and address
- Email address
- Shipping and billing address
- Phone number
- Tax number (for companies)
- Username and password

By completing registration, the User accepts the provisions of these GTC and the privacy policy.

The User account becomes active upon confirmation of registration, of which the Service Provider notifies the User via email (including any rejection and its reasons).

This notification allows the User to review the data provided during registration.

After successful registration, the User can log into the webshop via the "Login" option at the top of the Website by entering their email address and password.

The User may delete their registration at any time using the "Delete Registration" option. Upon deletion, the User's data is immediately removed from the system. However, this does not affect the retention of data or documents related to already submitted orders, nor does it result in their deletion. Data restoration is not possible after deletion.

The User is solely responsible for keeping their access credentials (especially their password) confidential. If the User becomes aware that an unauthorized third party may have accessed their password, they must change it immediately. If it is suspected that the third party is using the services unlawfully with the password, the User must promptly notify the Service Provider in writing.

The User must update their personal data as necessary to ensure it remains current.

The Service Provider is not responsible for registration failures due to incorrectly provided data by the User.

3.2. Product Categories Available in the Webshop

- Safety footwear
- Leather products
- Textiles
- Workwear

4. Terms of Use4.1. Liability

The User may use the Website solely at their own risk. Beyond liability for intentional breaches or those causing harm to life, physical integrity, or health, the Service Provider is not liable for any material or non-material damages arising from use.

The Service Provider is not responsible for the conduct of users of the Website.

The User must ensure that their use of the Website does not infringe on third-party rights or legal regulations.

The User is fully and exclusively responsible for their own conduct, though the Service Provider must cooperate with authorities if necessary to investigate violations.

The Service Provider may, but is not obligated to, monitor content made available by Users and search for signs of illegal activity.

If the User identifies objectionable content on the Website, they must report it to the Service Provider in writing immediately. If the Service Provider deems the report justified, it may delete or modify the content.

The Website may contain links to pages operated by other providers. The Service Provider is not responsible for the data protection practices or activities of these providers.

The Service Provider provides accurate, reliable, and authentic information in its operations but is not liable for damages arising from incorrect or erroneous information.

The Service Provider is not liable for errors caused by factors beyond its control (force majeure), such as technical failures, outages, or security breaches in the internet network, or destructive applications placed by others.

The Website may include links to third-party sites. The Service Provider will remove such links if they are found to be unlawful but is not responsible for the content of linked sites.

The Service Provider is not liable for damages resulting from unauthorized use of accounts, whether with or without the User's knowledge.

The User is solely responsible for damages caused to the Service Provider or third parties due to unauthorized use of their account.

By visiting and browsing the Website, the User acknowledges that content they post may be accessed by third parties and that the Service Provider is not obligated to update displayed content, which reflects the state at the time of posting.

During the ordering process, the User may modify entered data before finalizing the order (by clicking the back button in the browser to return to the previous page). It is the User's responsibility to ensure the accuracy of provided data, as billing and shipping are based on this information. Incorrect email addresses or full inboxes may prevent delivery of confirmation and hinder contract formation. If the User finalizes an order and discovers an error, they must request a modification as soon as possible by emailing the address provided at registration or contacting the Service Provider by phone.

4.2. Copyright

The entirety of the Website, including text, images, etc., is protected by copyright. Copying or distributing it for commercial purposes is prohibited.

Saving or printing parts of the Website's content for personal use requires the Service Provider's prior written consent. Use beyond personal purposes—such as storage in databases, transmission, publication, making downloadable, or commercial distribution—requires the Service Provider's prior written permission.

The User may not use or exploit any commercial names or trademarks appearing on the Website.

Without a separate agreement or use of a designated service, modifying, copying, adding new data to, or overwriting the Service Provider's database by bypassing its interface or search engines is prohibited.

5. Purchasing Process

5.1. Order Process

The Website provides an ordering option for Users.

Products are accessed by clicking their names, which display characteristics, sizes, prices, and photos.

Products can also be searched by keyword.

Viewing products and prices does not require registration or login, but purchasing does.

Forgotten passwords can be reset via the Website using the User's registered email address.

For previously registered Users, the ordering process begins by entering their email and password.

Selected products are added to the cart using the "Cart" button, where the desired quantity can be specified.

The User can review, modify, or remove items from their cart via the "Cart" menu. The "Empty Cart" button clears all contents.

Clicking "Order" continues the purchasing process.

An overview page allows the User to verify previously entered data, product names, sizes, and quantities.

The User can correct any errors.

If all data is correct, the User finalizes the order by clicking "Submit Order."

The Service Provider confirms receipt of the order via email.

If the User identifies an error after confirmation (e.g., in the confirmation email), they must notify the Service Provider in writing within 24 hours.

The order constitutes a payment obligation in favor of the Service Provider.

Regardless of intent to order, the User can log into the Website via the "Login" menu.

Under the "Modify Data" menu, the User can update registration details and track order status.

Prices displayed on the Website at the time of ordering are gross prices, including VAT but excluding shipping costs, which are indicated before order finalization and in these GTC. If errors or deficiencies occur in the webshop regarding products or prices, the Service Provider reserves the right to correct them. In such cases, the Service Provider informs the User of the corrected data immediately after recognizing or amending the error. The User may then reconfirm the order or either party may withdraw from the contract.

If questions arise regarding delivery (e.g., unavailable products, sizes, or colors), a Service Provider representative will contact the User via the provided email.

Ordered products are packaged and handed over to the shipping partner, with the User notified via email of dispatch.

If an incorrect price is displayed—especially an obviously erroneous price deviating significantly from the generally accepted value, such as "0 Ft" or "1 Ft" due to system errors—the Service Provider is not obligated to deliver at that price.

Incorrect Orders:

If the User submits an order by mistake, they may cancel it in writing via email to raktar@ipolycipo.hu before dispatch without consequences. If the Service Provider cannot fulfill the order as requested or within the expected timeframe (e.g., delays of several weeks), the User may also cancel without consequences.

5.2. Offer Binding and Order Confirmation

The Service Provider must confirm receipt of the User's order electronically without delay.

If confirmation is not received within 2 working days of order submission, the User is released from offer binding or contractual obligation and is not required to accept the ordered products.

The order and its confirmation are deemed received when they become accessible to the respective party.

The confirmation email includes the User's provided data, order details (order number, product names, sizes, quantities, prices), payment and shipping methods, and any User comments.

5.3. Contract Formation

Submitting an order constitutes an electronically concluded contract, governed by Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services.

The contract is considered written, with order details stored electronically in the webshop, accessible to the User after login.

Ipoly Cipőgyár Kft. does not file or store the contract in paper form.

The contract language is Hungarian.

The contract falls under Government Decree 45/2014 (II.26.) on Detailed Rules of Contracts Between Consumers and Businesses and considers Directive 2011/83/EU on Consumer Rights.

The contract is formed upon receipt of the order confirmation by the User.

5.4. Invoice and Payment Methods

For personal pickup, the Service Provider issues a paper invoice free of charge, provided with the product. For cash-on-delivery or online card payments, an electronic invoice is sent to the User's registered email within 5 working days of package receipt.

Emailed invoices are official PDF invoices but not e-invoices. Printing and archiving follow paper invoice rules. The Service Provider sends these from eszamla@ipolycipo.hu to the User's registered email.

For cash-on-delivery with a paper invoice request, the User must note this during ordering. The cost is 800 Ft + VAT per invoice.

Separate invoices for individual products require separate orders.

Payment options include:

- Cash or card upon pickup (at the business premises)
- Online card payment (OTP SimplePay)
- Cash on delivery (full amount, including shipping, paid to the courier in cash)

5.5. Pickup and Shipping Options

5.5.1. Personal Pickup

Orders can be picked up at Ipoly Cipőgyár Kft.'s premises at 2660 Balassagyarmat, Horváth Endre út 2, on weekdays from 8:00 to 12:00. No shipping fees apply. Packages are stored for 3 working days, with one notification attempt via email or phone. After 3 days, the order is canceled.

5.5.2. GLS or MPL Courier Service

The Service Provider notifies the User via email of the expected delivery date, package number, and cash-on-delivery amount upon handover to the courier.

Products are delivered within Hungary by GLS or MPL couriers to the specified address on weekdays between 8:00 and 17:00, without prior coordination.

The User may coordinate delivery timing with the Service Provider the day before via the contact details in Section 2.

A different delivery address from the registered address can be specified.

If delivery fails, the courier attempts delivery twice more, with the User able to specify timing and address.

Upon receipt, the User must inspect the product for damage. If damage is noted, a report may be requested from the courier.

Product acceptance occurs upon receipt or signing the delivery document. Post-delivery, only withdrawal rights apply; the Service Provider does not accept subsequent quantity or quality claims after the courier departs.

If the package or product is visibly damaged upon receipt and the damage occurred prior to delivery, the Service Provider offers free return or replacement. It is not liable for damage noticed after receipt.

Unclaimed Packages:

Unclaimed packages are returned to the warehouse, and the shipping document is canceled.

Shipping Costs (Hungary Only):

Effective from May 6, 2024, shipping costs depend on package weight:

GLS Courier Service:

- 0-2 kg: 2,000 Ft gross
- 2-3 kg: 2,085 Ft gross
- 3-5 kg: 2,261 Ft gross
- 5-10 kg: 2,489 Ft gross
- 10-15 kg: 2,731 Ft gross
- 15-20 kg: 2,985 Ft gross
- 20-25 kg: 3,289 Ft gross
- 25-30 kg: 3,510 Ft gross
- 30-40 kg: 4,293 Ft gross

Cash-on-Delivery Fee:

- Up to 50,000 Ft: shipping cost + 790 Ft gross handling fee
- Over 50,000 Ft: free shipping

Delivery Time:

1-5 working days for in-stock items, subject to exceptions, with email notification from the Service Provider.

MPL Courier Service:

- 0-10 kg: 1,990 Ft gross per item
- 10-20 kg: 2,990 Ft gross per item
- 20-40 kg: 5,990 Ft gross per item

Handling Fee:

- Up to 50,000 Ft: shipping cost + 3,000 Ft gross handling fee
- Over 50,000 Ft: free shipping

6. Right of Withdrawal

6.1. Exercising the Right of Withdrawal

These provisions apply only to Users acting outside their profession, occupation, or business.

The User has the right to withdraw without justification within the deadlines below.

The User may exercise their withdrawal right within 14 days from:

- The date of receipt of the product by the User or a designated third party (other than the carrier)
- For multiple products delivered at different times, the receipt of the last product
- For products consisting of multiple items or pieces, the receipt of the last item or piece
- For定期 products, the first delivery

The User may also exercise this right between the contract conclusion and product receipt.

The User may exercise their withdrawal right using the sample statement attached to the order confirmation email or via a clear written statement, sent to the Service Provider's contacts in Section 2 via mail or email.

The withdrawal is timely if sent before the 14-day deadline expires.

The User bears the burden of proving compliance with these withdrawal provisions.

The Service Provider confirms receipt of the withdrawal via email without delay.

For written withdrawals, it is considered timely if sent within 14 calendar days (including the 14th day).

For mailed submissions, the postmark date applies; for emailed submissions, the sending time applies.

The User should send mailed withdrawals as registered mail to prove the dispatch date.

Upon withdrawal, the User must return the product to the address in Section 2 promptly, no later than 14 days from the withdrawal notice.

The return is timely if sent before the 14-day deadline.

Return shipping costs are borne by the User.

The Service Provider will not accept returns missing packaging or in used, non-new condition, returning them at the User's expense.

Cash-on-delivery or postage-due returns are not accepted and will be returned to the User.

Upon withdrawal, the Service Provider refunds the full amount paid (including delivery costs) within 14 days of receiving the withdrawal notice.

If the User chose a more expensive shipping method than the standard option, the Service Provider is not obligated to refund the additional cost.

The Service Provider may withhold the refund until the product is returned or proof of return is provided, whichever is earlier.

Refunds are issued using the same payment method as the original transaction, unless the User agrees otherwise, with no additional fees.

The User is liable only for depreciation resulting from use beyond what is necessary to establish the product's nature, characteristics, and functioning.

6.2. Exceptions to the Right of Withdrawal

The User cannot exercise withdrawal rights in cases of:

- A service contract fully performed with the User's prior consent, where the User acknowledged loss of withdrawal rights upon completion
- Products or services with prices dependent on financial market fluctuations beyond the Service Provider's control within the 14-day period
- Custom-made products produced per the User's instructions or explicitly tailored to the User
- Sealed products that cannot be returned after opening for health or hygiene reasons

7. Warranty and Guarantee7.1. Warranty for Defects (Kellékszavatosság)

If the Service Provider performs defectively, the User may assert a warranty claim under Act V of 2013 (Civil Code).

Performance is defective if the product does not meet contractual or legal quality standards at the time of fulfillment. It is not defective if the User knew or should have known of the defect at the time of contracting.

For consumer-business contracts, the User's warranty claim expires 2 years from fulfillment.

For non-consumer contracts, the claim expires 1 year from fulfillment.

For used items in consumer-business contracts, a shorter limitation period may be agreed, but not less than 1 year.

The limitation period excludes time during which the User cannot use the product due to repairs.

For replaced or repaired parts, the warranty period restarts. This applies if new defects arise from repairs.

A "Business" is an entity acting within its profession, occupation, or business. A "Consumer" is a natural person acting outside these scopes.

The User may choose:

- Repair or replacement, unless impossible or disproportionately costly compared to other options, considering the product's value, breach severity, and inconvenience to the User
- Proportional price reduction, self-repair at the Service Provider's expense (except as below), or withdrawal if repair/replacement is not undertaken, infeasible, or the User's interest ceases

In consumer-business contracts for movable goods, digital content, or services, the User cannot repair the defect themselves at the Service Provider's expense.

Withdrawal is not permitted for minor defects.

Repairs or replacements must be completed within a reasonable time, respecting the User's interests.

The User may switch warranty remedies, bearing any resulting costs unless caused or justified by the Service Provider.

The User must report defects immediately after discovery. In consumer-business contracts, reports within 2 months of discovery are considered timely. The User is liable for damages from delayed reporting.

Consumers may assert claims directly against the business.

For 1 year from fulfillment, defects are presumed to have existed at fulfillment unless incompatible with the product's nature or defect type. This applies to goods with digital elements.

The Service Provider is exempt from warranty if it proves the defect arose after delivery, e.g., due to improper use. After 6 months, the burden of proof shifts to the Consumer to show the defect existed at fulfillment.

7.2. Product Warranty (Termékszavatosság)

For defective movable goods sold by a business to a consumer, the consumer may demand repair or replacement from the manufacturer if repair is not feasible without undue delay or harm.

A product is defective if it does not meet quality standards at the time of release or lacks properties described by the manufacturer.

The manufacturer is liable for 2 years from release, with rights lost after this period.

The consumer must prove the defect when asserting this claim.

The manufacturer is exempt if it proves:

- The product was not made or sold in its business scope
- The defect was undetectable given the state of science and technology at release
- The defect resulted from legal or regulatory requirements

Replacement restarts the warranty for the new product; repairs restart it for affected parts.

Concurrent defect and product warranty claims for the same defect are not permitted.

The consumer must report defects promptly, with reports within 2 months of discovery considered timely. The consumer is liable for damages from delays.

7.3. Guarantee (Jótállás)

A party providing a guarantee (voluntarily or by law) is liable for defective performance during the guarantee period per the guarantee statement or legal conditions.

The guarantor is exempt if it proves the defect arose post-fulfillment.

Guarantee claims must be asserted within the guarantee period. If the guarantor fails to act within a reasonable time after notice, claims remain enforceable in court for 3 months post-deadline, even if the period has expired.

Guarantee claims follow defect warranty rules.

Concurrent defect/guarantee or product/guarantee claims for the same defect are not permitted.

The Service Provider's products are not subject to mandatory guarantee under Government Decree 151/2003 (IX.22.) on Mandatory Guarantees for Certain Durable Consumer Goods. However, it voluntarily offers a 6-month guarantee.

The guarantee begins at fulfillment (receipt), matching the invoice date.

For defective products, the User must return them with an invoice copy and a completed Complaint Form (Appendix 3) to 2660 Balassagyarmat, Horváth Endre út 2, via mail or in person.

Returns must be clean; otherwise, they are returned at the User's expense. The Service Provider assesses claim validity upon receipt.

Intentionally damaged or misused products are not repaired, replaced, or refunded and are returned to the User.

Third-party repairs or mishandling void repairs, replacements, or refunds.

If the claim is approved, the consumer may request repair, replacement, or refund.

Return shipping costs to the Service Provider are borne by the User. Portage or cash-on-delivery returns are not accepted.

Repaired or replaced products are returned free of shipping costs or can be picked up at the premises.

If the product is found defect-free or the defect stems from misuse, it is returned without repair or replacement.

7.4. Asserting Warranty and Guarantee Claims

Claims can be made via:

- Ipoly Cipőgyár Kft.
- Mailing Address: 2660 Balassagyarmat, Madách út 2.
- Phone: +36-30-166-1522; +36-30-270-6065
- Email: raktar@ipolycipo.hu

7.5. Three-Day Exchange Right

For webshop sales, a three-working-day exchange right applies to new durable consumer goods under Decree 151/2003 (IX.22.). If asserted within 3 days, the seller must treat the product as defective at sale and replace it without further ado.

8. Legal Remedies

8.1. Complaint Handling

Users may submit consumer complaints about products or the Service Provider's activities via:

- Ipoly Cipőgyár Kft.
- Mailing Address: 2660 Balassagyarmat, Madách út 2.
- Phone: +36-30-166-1522; +36-30-270-6065
- Email: raktar@ipolycipo.hu

Verbal complaints are addressed immediately if possible. If not, or if the User disagrees with the resolution, a record is made and retained for 5 years with the response.

For in-person verbal complaints, a copy of the record is provided on-site or handled per written complaint rules if not feasible.

For phone or electronic verbal complaints, a copy is sent with the substantive response.

Other cases follow written complaint rules.

Phone or electronic complaints receive a unique identifier for tracking.

Written complaints are answered substantively within 30 days of receipt, with action deemed taken upon mailing.

Rejections include reasoning.

8.2. Other Legal Options

If a consumer dispute with the Service Provider remains unresolved, the User may:

- File a complaint with the consumer protection authority:
 - Nógrád County Government Office, Department of Transport, Technical Licensing, and Consumer Protection
 - Address: 3100 Salgótarján, Karancs út 54.
 - Mailing Address: 3100 Salgótarján, PO Box 308
 - Phone: +36 32 511-116
 - Email: fogyved@nograd.gov.hu
- Pursue claims in court per Act V of 2013 (Civil Code) and Act CXXX of 2016 (Civil Procedure Code)
- Initiate Conciliation Board proceedings (contacts at www.bekeltetes.hu)
- Launch court proceedings per the above laws
- Use the Online Dispute Resolution Platform (<http://ec.europa.eu/consumers/odr/>), effective from February 15, 2016, per EU Regulation 524/2013, for online purchase disputes. Registration with the European Commission is required. Cross-border disputes in Hungary are handled exclusively by the Budapest Conciliation Board.

9. Miscellaneous

9.1. GTC and Price Amendments

The Service Provider may amend these GTC, product prices, and other listed prices without retroactive effect at any time. Amendments take effect upon publication on the Website and apply only to orders placed thereafter.

9.2. Technical Limitations

Purchasing on the Website assumes the User's awareness and acceptance of the internet's possibilities and limitations, particularly regarding technical performance and potential errors.

The Service Provider is not liable for operational failures in the internet network that hinder Website functionality or purchasing.

9.3. Privacy Policy

View the Service Provider's privacy policy [here](#).

Balassagyarmat, March 20, 2025

Sinkó Csaba

Managing Director

Appendices:

1. Withdrawal/Cancellation Statement
2. Withdrawal/Cancellation Information
3. Complaint Form