

GENERAL TERMS AND CONDITIONS OF USE

I. Purpose of the GTC, definitions

The condition for purchasing in the Webshop and using the services provided by the Webshop is that you, as the Customer, accept and apply these General Terms and Conditions of the Service Provider (hereinafter: GTC).

Please be informed that the following GTC and its acceptance will not be filed and will only be concluded electronically. By purchasing in the Webshop, an online sales contract is concluded. The concluded online sales contract does not refer to a code of conduct and cannot be retrieved later. The language of the contract is Hungarian or English; In case of interpretation or other dispute, the Hungarian version shall prevail.

Definitions

"Webshop" or "Website": the www.signatore-apparel.hu and www.signatore-apparel.com websites which enables the purchase of the Service Provider's products.

"Service Provider" means Meta-Tex International Kft., as the developer and operator of the Webshop, the issuer of this GTC and as the contracting party.

"Customer" means a natural or legal person who purchases a Product in the Webshop.

"User": a natural or legal person who uses and browses the Webshop, regardless of whether or not they purchase a Product.

"Party" means, depending on the context, either the Customer or the Service Provider.

"Parties" means the Customer and the Service Provider jointly.

"Purchase" or "Order": the purchase of a Product through the Webshop or the legal relationship between the Customer and the Service Provider for the sale and purchase of a Product.

"Product": the product available in the Webshop as movable property.

"Cart": the part of the Webshop application in which the Customer can place the product or products to be purchased online (regardless of whether the Customer wishes to purchase at the same time than the placement or at a later time).

"Intellectual Property" means intellectual property owned by Service Provider – including, in addition to goods that are under legal protection or subject to such proceedings under applicable law, the goods undeclared or formally unprotected intellectual property (in particular: trademark, industrial design, copyright, know-how).

"Civil Code": Act V of 2013 on the Civil Code.

II. Basic data of the Service Provider

Brand name: Signatore Apparel

Company name: Meta-Tex International Kft.

Headquarters: 2234 Maglód, Fő utca 104.

Tax number: 28955339-2-13

Company registration number: 13-09-209319

e-mail address: order@signatore-apparel.com

Represented by: Anita Madai, CEO, Mathilda Urvin Eugene Gregory, CEO

Website: www.signatore-apparel.hu and www.signatore-apparel.com

III. Conditions of use of the Webshop, content of the legal relationship

1. General provisions, nature of the legal relationship, legal status of each party

For all Customers, these GTC contain the basic conditions, rights and obligations regarding the use of the Webshop.

These GTC apply to each use of the Webshop and to all purchases. The user of the Website and the user of its services accepts the provisions of these General Terms and Conditions.

Any future amendments to these GTC will be published by the Service Provider on its website. These GTC are continuously available on the Service Provider's website.

2. Prerequisites for using the Webshop

Shopping in the Webshop is possible without registration.

3. The process and creation of the purchase

3.1. In order to place an order, it is necessary for the Customer to place the selected Product or Products in the Cart and provide the billing data necessary for the fulfillment of the Order. Placing the Product in the Cart does not in itself mean finalizing or creating the Order.

3.2. When the order is completed by the Customer, after sending the order (pressing the Order button), the Customer will be redirected to the payment interface, where he/she must choose from the specified payment options. The former together means the finalization of the Order by the Customer.

3.3. By finalizing the Order, the Customer declares that the data provided by him/her during the purchase and necessary for its fulfillment are correspond to reality, and he/she consents to them being used and processed by the Service Provider for the purpose of fulfilling the Order (if necessary preparing the related to contact).

3.4. By finalizing the Order, the Customer undertakes to pay the purchase price of the Product(s) subject to the Order and the counter value for the services provided by the Service Provider related to the Purchase. After finalizing the Order by the Customer, a confirmation will be sent to the Customer. The confirmation of the finalized Order as stated above establishes a legal relationship for the sale and purchase of the Product(s) subject to it and for the use of the services provided by the Service Provider.

3.5. The Service Provider may cancel (terminate) the Order if the information provided by the Customer is presumed to be misleading, false or otherwise inconsistent to reality, incomplete, or otherwise impossible to fulfill the Order on the basis thereof.

3.6. When ordering, attention must be paid to provide accurate, complete, up-to-date and truthful data. Before finalizing the order, it is possible to continuously modify the data entered by the user. After filling in the data, it is important to check the data entered. It is the Customer's responsibility to ensure that the data provided is accurate and true, as the service is performed on the basis of the data provided.

3.7. By sending the Order, the Customer acknowledges that the Service Provider is entitled to charge the Customer or User for the damage and costs resulted from incorrect data entry and unlawfully provided data.

3.8. The Order, as a contract, is considered as a contract concluded electronically, which is governed by Act V of 2013 on the Civil Code, and Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services. If the contract is concluded between the Customer considered as a consumer and the Service Provider, the contract is subject to Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses.

3.9. The Order is terminated upon completion of the service. The Order may also be terminated by mutual agreement of the Parties.

4. Payment of the purchase price of the Product and the compensation for the services provided by the Service Provider

4.1. The payment obligation of the Customer based on the Order can be fulfilled by one of the payment methods provided on the Website.

4.2. The indicated purchase price of the Product is always the gross price indicated next to the selected item, sometimes supplemented by net price information on the product pages. The Product Prices shown on the Website do not constitute direct quotations. The Service Provider shall not be liable for damages resulting from possible typos.

4.3. The prices displayed for the Products do not include the cost/fee of home delivery. You can find information about the shipping fee/costs in the Webshop before ordering each Product or service.

4.4. In case of non-fulfillment of the payment obligation of the Customer, the Service Provider may refuse to fulfill the Order.

4.5. Ownership of the Product subject to the Order shall pass to the Customer at the time of receipt of the Product, provided that the Customer has paid the purchase price of the Product and the compensation for the services in full.

4.6. In connection with payment by bank card, the Service Provider draws the Customers' attention to the fact that in order to avoid possible unauthorized access, it is not recommended to install an unprotected, automated login method on the Website, and it is not recommended to remain logged in to the account.

5. Partial performance, non-performance (lack of stock)

If not all of the Products subject to the Order or if any of the Products are not available in the required quantity, the Service Provider shall send a notification to the Customer's email address. In such a case, the Customer has the option in the Application to:

- (a) accept the changed performance, or
- b) withdraw from the Order.

In the former (a) case, the Order shall be deemed modified by mutual agreement and accordingly.

In the latter (b) case, the Order shall be deemed terminated; and neither Party shall be entitled to make any claim against the other Party.

If the Product subject to the Order is not in stock, the Service Provider will send a notification to the Customer's email address. Upon such notification, the Order shall be deemed terminated; in such case, neither Party shall be entitled to make a claim or demand against the other Party.

6. Delivery, handing over the Product(s)

In all cases, the Product is delivered at the location specified by the Customer and indicated in the Order.

7. Features of the Products, range of products available to order

Products that are listed can be ordered in the Webshop.

The name and price of the Product as well as a photo and/or description of the Product will be displayed in the Webshop. The images displayed on the listing of each Product may differ from the actual ones, in some cases they are for illustration purposes only. The Service Provider shall not be liable for any difference between the displayed image and the actual appearance and characteristics of the Product, furthermore, it shall not be liable for any inaccuracies in the description of the Product description.

In the Webshop clothing and accessories are distributed, which can be categorized as follows: pullovers (tops) and accessories.

In case Customer does not keep to the washing instructions on the washing label/product label or if it is not used as intended and as a result damage or injury occurs to the Product, it is not considered as an accessory warranty or product warranty problem, in such cases the responsibility of the Webshop is excluded.

IV. Complaint handling

1. The Service Provider examines the oral complaint immediately and remedies it as necessary. If the Customer does not agree with the handling of the complaint or immediate investigation of the complaint is not possible, the Service Provider shall immediately take minutes of the complaint and its position on it, and hand over a copy thereof to the Customer/User locally in case of an oral complaint communicated in person; In the case of an oral complaint communicated by telephone or other electronic communication service, it shall be sent to the Customer/User in writing at the latest within thirty days of receipt of the complaint – together with the substantive response, and otherwise proceed in accordance with the written complaint. The Service Provider shall assign a unique identification number to oral complaints communicated by telephone or using electronic communications services.

2. The Service Provider shall respond to the written complaint in writing within thirty days of receipt – unless otherwise provided for by directly applicable legal act of the European Union or by law. It shall state the reasons for rejecting the complaint. If the complaint is rejected, the Service Provider shall inform the Customer/User in writing which authority or conciliation body may initiate proceedings with its complaint, depending on its nature, and provide the mailing address of the competent authority or the conciliation body of the registered office of the Service Provider.

3. The record of the complaint shall contain:

- the name and address of the Customer;
- the place, time and method of submitting the complaint;
- a detailed description of the Customer's complaint, a list of documents and other evidence presented by Customer;
- a statement of the Service Provider regarding the Customer's complaint, if immediate investigation of the complaint is possible;
- the signature of the person drawing up the minutes and of the Customer, except for oral complaints communicated by telephone or other electronic communications services;
- place and time of recording the minutes; in the case of an oral complaint communicated by telephone or other electronic communications service, the unique identification number of the complaint.

4. The Service Provider shall keep the record of the complaint and a copy of the response for five years and present it to the supervisory authorities upon request.

5. The Customer accepts the method of complaint handling under this chapter by using the service provided by the Webshop.

6. Place of complaint handling is via e-mail.

Electronic mail address: orders@signatore-apparel.com

Method of complaint handling: by e-mail. A complaint sent by e-mail is deemed to have been made in writing.

Contact details for communicating complaints: Customer name, order number, type and description of complaint.

V. Online dispute resolution, conciliation body

1. Online dispute resolution

Pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ODR) ('the Regulation'), the European Commission has established an ODR platform which, as of 15 February 2016, can be used between those concluding an online sales or service contract in the event of a consumer dispute between both consumers, both for traders.

This Regulation applies to the out-of-court settlement of disputes between consumers resident in the Union and traders established in the Union concerning obligations arising from online sales or service contracts, through an ADR (alternative dispute resolution) entity listed in accordance with Article 20(2) of Directive 2013/11/EU and through a European ODR (online dispute resolution) platform.

In order to use the ODR platform, you must first register with the system of the European Commission. You can access the ODR platform after registering with the European Commission's system using the following link: <http://ec.europa.eu/odr>

2. Conciliation body

If any consumer dispute between the Service Provider and the Customer is not settled through negotiation, pursuant to CLV Act of 1997 on Consumer Protection, the Customer who is considered as a consumer may turn to the conciliation body competent for his/her place of residence or stay and initiate the proceedings of the Board, or may turn to the Conciliation Board competent according to the registered office of the Service Provider. The conciliation body is competent to settle consumer disputes out of court.

The conciliation body of the consumer's domicile or place of stay is competent for the procedure.

In the absence of the consumer's domestic residence or place of stay, the jurisdiction of the conciliation board shall be established by the seat of the business involved in the consumer dispute or of the board authorized to represent it. At the request of the consumer, the conciliation board indicated in the consumer's request shall be competent for the procedure instead of the competent board pursuant to the previous paragraph.

Conciliation board competent according to the registered office of the Service Provider: Conciliation Board of Pest County (Address: 1055 Budapest, Balassi Bálint utca 25. 4. em. 2., Phone: 06-1-792-7881, - mail: pmbekelteto@pmkik.hu).

More information about Conciliation Boards are available on the following website: <http://www.bekeltetes.hu/>.

In the event of a cross-border consumer dispute related to an online sales or online service contract, the competent board for the procedure is solely the conciliation board operating under the Budapest Chamber of Commerce and Industry.

VI. Warranty for accessories, product warranty

1. Warranty, guarantee

The Products available in the Webshop are clothing products that are not covered by a mandatory warranty.

2. Warranty for accessories

2.1. In the event of defective performance by the Service Provider, the Customer may enforce a warranty claim for accessories in accordance with the rules of the Civil Code. With regard to the management of warranty claims, the provisions of NGM Decree 19/2014 (IV. 29) on the procedural rules for the management of warranty and guarantee claims relating to items sold under a contract between a consumer and a business shall apply.

2.2. Based on his/her warranty claim, the Customer may, at his/her choice,

(a) may require repair or replacement, unless the fulfilment of the chosen warranty right is impossible or if it would result in disproportionate additional costs for the Service Provider compared to the fulfilment of another warranty claim (taking into account the value of the service in a flawless condition, the gravity of the breach of contract and the damage caused to the claimant by fulfilling the warranty right); or

(b) may request a proportionate reduction of the compensation or withdraw from the contract if the Service Provider has not undertaken repair or replacement, is unable to fulfil this obligation within a reasonable period, or is unable to do so while protecting the interests of the Customer, or if the Customer's interest in repair or replacement has ceased.

There is no room for withdrawal due to a minor error.

2.3. The Customer may transfer from the right of warranty of the selected accessories to another. Customer is obliged to pay the cost caused by the transfer to the Service Provider, unless the Service Provider gave a reason for the transfer or the transfer was otherwise justified.

2.4. After discovering the defect, the Customer is obliged to notify the Service Provider of the defect without delay; Any error reported within two months shall be deemed to have been communicated without delay. The Customer shall be liable for any damage resulting from the delay in communication.

2.5. After receiving the Product, Customer shall fulfill the inspection obligation according to 6:127§ of the Civil Code without delay.

2.6. The Customer's warranty claim expires within two years from the date of performance. The limitation period does not include the part of the repair period during which the Customer cannot use the item as intended.

2.7. For the part of the Product affected by replacement or repair, the limitation period of the warranty claim begins anew. This rule shall also apply if a new defect arises as a result of the correction.

3. Product warranty

3.1. In the event of a defect in the Product, the Customer may demand the Service Provider as manufacturer to repair the defect of the Product or, if repair is not possible within a reasonable period, without harming the interests of the Customer, to replace the Product.

3.2. A Product shall be considered defective if it does not meet the quality requirements in force at the time of placing the product on the market by the manufacturer or if it does not have the characteristics specified by the manufacturer.

3.3. The Customer is obliged to notify the manufacturer of the defect without delay after discovering the defect. Any defect communicated within two months of discovery of the defect shall be deemed to have been communicated without delay. The Customer shall be liable for any damage resulting from the delay in communication.

3.4. For the purposes of product warranty, the Service Provider shall be considered a manufacturer as the producer and distributor of the Product.

3.5. The Service Provider shall be exempted from the product warranty obligation if it proves that

- (a) it did not manufacture or distribute the Product as part of its business activity or independent occupation;
- (b) at the time the Product was placed on the market, the defect was not recognizable according to the state of scientific and technical knowledge; or
- (c) the defect of the Product was caused by the application of legislation or mandatory official regulations.

3.6. In case of replacement, the Service Provider shall bear the warranty obligation for the replaced Product and in case of repair, for the part of the Product affected by the repair.

3.7. The Service Provider as manufacturer shall be liable for the product warranty for two years from the date of placing the given Product on the market; the expiry of this period shall result in loss of rights.

3.8. Product warranty rights may be enforced against the manufacturer by the new owner in case of transfer of ownership of the product.

3.9. The Customer may not enforce a warranty claim and a product warranty claim for the same defect at the same time, in parallel; However, if your product warranty claim is successfully enforced, you may enforce your warranty claim against the manufacturer for the replaced Product or repaired part.

VII. Right of withdrawal

1. Exercise of the right of withdrawal, deadline

1.1. The Customer is entitled to withdraw from the Purchase/Order within 14 calendar days without giving reason in accordance with the rules of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses.

The withdrawal period is 14 calendar days from the date of receipt of the Product. If the Customer wishes to exercise his right of withdrawal, he must send his declaration of intention to do so only by electronic mail to the following e-mail address: orders@signature-apparel.com

The consumer shall bear the burden to prove that he exercised his right of withdrawal in accordance with the law.

1.2. The right of withdrawal may be exercised by using the sample statement attached to this GTC as Annex 1 or by means of a clear statement to that effect.

1.3. The right of withdrawal may not be exercised:

- if the Customer has already started using the Product;
- if the price of the Product depends on fluctuations in financial markets beyond the control of the enterprise;
- if the Product has been produced specifically at the request of the Customer, based on the needs imposed by him/her, in accordance with his/her individual request;
- in case the products in sealed packages which, for reasons of health protection or hygiene, cannot be returned after opening the wrapping or their reuse becomes impossible.

1.4. The Customer may not withdraw from the Purchase/Order if it does not consider as a Consumer; in particular, if pursuant to Section 2 (a) of Act CLV of 1997 on Consumer Protection, the relevant invoice has been issued in the name of a business association, individual entrepreneur, civil organization, ecclesiastical legal entity or other organization or business group.

2. Effects of withdrawal

2.1. If the Customer exercises his right of withdrawal, the Service Provider shall refund the purchase price within 14 calendar days after receipt of the statement of withdrawal. The Service Provider shall refund the amount due to the Customer in the same way as the payment method used by the Customer. Based on the express consent of the Customer, the Service Provider may use another payment method for the refund, but the Customer may not be charged any additional fees as a result.

2.2. In case of withdrawal, the Customer is obliged to return the product – in its original state, unworn, with all labels - to the Service Provider without undue delay, but no later than within 14 calendar days from the communication of Customer's statement of withdrawal, or to hand it over to the Service Provider. The Service Provider does not accept cash on delivery shipments. The Customer bears the direct cost of returning the Product as well as the additional cost of refunding the purchase price - incurred according to the chosen payment method.

2.3. The Service Provider may withhold the refund of the purchase price until the Product is returned or until the Customer confirmed that he/she has returned it (the earlier of the two dates shall be taken into account). The Customer shall only be liable for the decrease in value of the Product if it occurred due to use exceeding the use necessary to determine the nature, characteristics and functioning of the Product. The Service Provider may take a photo and/or video recording of the condition of the Product at the time of receipt. If the inspection of the product upon its return finds that the product has been worn or used, the Service Provider is not obliged to refund the purchase price.

2.4. In case of withdrawal, the Customer must return the Product – along with the relevant invoice or a copy thereof – to the following address: Meta-Tex International Kft. 2234 Maglód, Fő ut 104.

VIII. Liability related to the services provided by the Webshop

All User may use the Webshop solely at his/her own risk and responsibility.

The Service Provider does not guarantee the error- and trouble-free operation of the Webshop's functions and the immediate correction of these disturbances, as well as the virus-free server providing access.

The Service Provider excludes compensation for any damage resulting from the use of any part of the services provided by the Webshop.

The Service Provider does not assume any liability for the content of external websites that become available during the use of the Webshop.

The Service Provider shall not be liable for damages resulting from the fact that the User's data has not been adequately protected, e.g. his password can be easily decrypted or he has disclosed it to a third party.

Since the Internet is open and cannot be considered a secure network, the Service Provider excludes its liability for damages due to the destruction, late arrival or any other error of the data transmitted on it.

In connection with the accuracy of the information available through the use of the Webshop, the Service Provider excludes its liability in cases where there is an obvious number or letter misspelling or similar circumstance (e.g. unrealistically low price, even in the case of promotions).

IX. Force majeure

The Parties are released from liability for partial or total failure to fulfil their obligations under the Order, if it occur as a consequence of "force majeure"; the exemption applies until such force majeure situation ceases.

The term of "force majeure" includes all events that arise after the conclusion of the Order and which of such an extraordinary nature that the Parties could not have foreseen and their occurrence could not have been avoided by any reasonable measure. Such extraordinary events include, in particular, flood, fire, earthquake or other natural disaster, as well as war, military actions or acts of public authorities and any other circumstances beyond the reasonable control of the Parties.

Neither party shall be liable for failure to perform its contractual obligations if this is partly or entirely the result to force majeure.

X. Application operator rights of the Service Provider

The Service Provider is entitled to refuse or suspend the validation of the registration or the Purchase if it has doubts about the validity and truthfulness of the data provided by the Customer.

The Service Provider, as the operator of the Webshop, is entitled to make decisions on all technical issues concerning the use of the Webshop, or to issue notices or requests to the User in such queries.

The User is solely responsible for the data provided by him/herself. If the data provided by the User is misleading, false or otherwise incorrect, the Service Provider is entitled to cancel the registration. Any user who repeatedly provides misleading, false or otherwise incorrect information may be excluded. In such a case, the User may not make any claim for reimbursement; however, he will be obliged to compensate the Service Provider for any damages incurred in connection with this.

The Service Provider, as the operator of the Webshop, is entitled to exclude the User who does not comply with the terms of use, violates them, or carries out activities that violate or endanger the application or the other Parties. This exclusion means termination of the legal relationship regarding the use of the Webshop. Exclusion from the Webshop has immediate effect.

The operation of the Webshop can be modified and developed by the Service Provider at any time. In such cases, the use of the Webshop may be hindered or impossible, or some of its functions may not be fully usable. All demands, claims and damages arising from the foregoing are excluded against the Service Provider.

At the same time, the Service Provider – if possible – tries to send a prior notification of planned modifications and developments.

If the Webshop does not operate – either temporarily or permanently – or does not operate fully, due to external circumstances (in particular: force majeure, hacker attack, inoperability of the electrical service network), all claims, demands and damages against the Service Provider arising from this are excluded.

XI. Data processing

Information, rights and obligations related to the data management of the Service Provider are contained in a separate document, the data protection information.

XII. Information, miscellaneous

The Service Provider complies with the rules and information set out in these GTC mandatory notification prior to the conclusion of a contract concluded between absentees, based on Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses.

The Website and its content are protected by copyright, are the intellectual property of the Service Provider and their use in whole or in part without its prior written permission is prohibited.

All Users of the Website are subject to the provisions of the GTC, i.e. the general terms and conditions in force at any time.

If any provision of these GTC is invalid or in fact unlawful, this provision shall be separated and this shall not affect the validity of the other provisions, and the Parties shall enter into negotiations on the consequences of the above in good faith.

The Service Provider reserves the right to change these general terms and conditions.

These general terms and conditions are governed by Hungarian law.

Matters not regulated by these general terms and conditions shall be governed by the relevant provisions of the Civil Code and other applicable legislation.

These Terms and Conditions shall enter into force on September 2023.

Annex 1

Model withdrawal/cancellation form

(fill in and return only in case of intention to withdraw/terminate the contract)

Addressee:¹

Meta-Tex International Kft.
2234 Maglód, Fő út 104
Hungary

e-mail: orders@signatore-apparel.com

I, the undersigned, hereby declare that I exercise my right of withdrawal/cancellation in respect of the contract for the sale of the following product(s) or the provision of the following service:²

Date of conclusion of contract/date of receipt:³

Name of consumer(s):

Address of consumer(s):

Bank data of the consumer(s) for refund:

Name of bank:

IBAN number:

SWIFT code:

Signature of consumer(s): (only in case of declaration on paper)

Dated

¹ Here it is necessary to indicate the name of the enterprise, its postal address and, if available, its telephone number, fax number and electronic mail address.

² Here it is necessary to indicate the product or service that is the subject of the contract.

³ The appropriate should be marked.