

Protan-europe.com

General Terms and Conditions

This document is not meant to be for registering, it stays in electronic format. It is not classified as a written contract, it is written in Hungarian, and not point to at any behaviour codes. If you have questions about the operation of the webshop and your order process, we will be at the given contact details.

The effect of this „General terms and Conditions” extends to the contractual relationships of the provider’s website (<http://www.protan-europe.com>) and subdomains. This „general terms and conditions” is available on the following webpage: http://www.protan-europe.com/pdf/Protan-europe.com_Terms_2019.pdf

1. DATA OF THE PROVIDER

Name of the Provider: Performance Brands Europe Trade and Service Limited Liability Company

Registered Office (and official place of raising claims): 1131 Budapest, Szent László út 178. fszt. 1.

Contacts of the Provider and the regularly used electronic mailing address for contacting users: contact@protan-europe.com

Registration-number: 01-09-178611

Tax-number: 24713847-2-43

Name of the registry authority: Capital Court

Telephone number: +3670 676 5003

Language of contract: Hungarian

Name, e-mail and address of the domain provider:

Doclerweb

Email: <http://doclerweb.hu>

DoclerWeb Informatikai Korlátolt Felelősségű Társaság

Seat: 1101 Budapest, Expo tér 5-7.

Telephone: 06-1-432-31-35

2. BASIC PROVISIONS

- 2.1. The governing law is the hungarian law, especially the Civil Codex (2013.V.), the electronic commercial code (2001.CVIII.), and the sumptuary law (45/2014 (II.26.) for the interpretation and by this „general terms and conditions” not ruled question. The obligatory parts of the mentioned rules are authoritative without any other clause.

- 2.2. These Articles are effective law since 30th of January 2019. and remaining in force until revocation. The provider can modify individually these Articles. The modifications need to be issued 11 (eleven) days before the effective date by the Provider.
With using the webpage Users/Customers accept automatically all the terms and conditions in connection with using the webpage.
- 2.3. If a user enters the Website operated by the Service Provider or reads its contents in any way - even if he / she is not a registered user of the website, he / she acknowledges that the provisions of the Code are binding on himself / herself. If the User does not accept the Terms, he / she is not entitled to view the content of the Website.
- 2.4. The Provider reserves all rights in connection with the content and dissemination of the website and webpage. It is absolutely forbidden to download, (electronic) store, process, or sell Any content published in the website or part of them without written consent of the Provider.

3. REGISTRATION/PURCHASE

- 3.1. The User/Customer declares to accept this general terms and conditions, and to get to know the condition of the Data Management Document, and agree with that, while shopping/registering on the webpage.
- 3.2. The User/Customer is liable to give its real, own data during shopping/registration. The electronic contract with unreal or third person's data is absolutely void. The Provider excludes the accountability if the User/Customer uses third person's name, data while utilizing the service.
- 3.3. The Service Provider shall not be liable for any delay or other problems or errors caused by the User for the incorrect and / or inaccurate information provided by the User.
- 3.4. Service Provider takes no responsibility for any loss caused by that the User forgot his/her password or it became accessible to unauthorized persons as a result of any reason for which the Service Provider cannot be responsible.

4. AVAILABLE PRODUCTS AND SOFTWARES

- 4.1. Displayed products can be ordered only online. The prices shown on the products are in HUF, they include the statutory VAT, but do not include the home delivery fee. No extra packaging fee will be charged.
- 4.2. In the web shop, the Service Provider details the name, description and product of the product. Images displayed on a product datasheet may differ from reality, as an illustration. We are not responsible for the difference between the image displayed in the webshop and the actual appearance of the product.

- 4.3. If there is a product on sale available, the Provider informs users/customers about the sale and its length of time.
- 4.4. If, despite all due diligence of the Service Provider, a defective price is placed on the Webshop, especially with regard to obviously erroneous, eg. the Service Provider is not obliged to deliver the product at the wrong price, but may offer it at the right price at a price of "0" (EUR) or "1" HUF, which is significantly different from the well-known, generally accepted or estimated price of the product. which the Customer may withdraw from his / her intention to purchase. In accordance with the case-law of the Hungarian judiciary, a significant deviation from the market value of the given product or service is a significant difference of at least 50% in both positive and negative directions. However, we inform consumers that the notion of striking value mismatch (Section 6:98 of the Civil Code) is not defined by law.
- 4.5. In the case of a defective price as described in section 4.4, there is a noticeable mismatch between the true and the indicated price of the product, which an average consumer will immediately notice. Pursuant to Act V of the Civil Code of 2013 (Civil Code), the contract is created by the mutual and unanimous expression of the will of the parties. If the parties are unable to agree on the terms of the contract, ie. there is no mutually and consensually expressive statement of the will of the parties, we cannot speak of a valid contract that would give rise to rights and obligations. Based on this, the order confirmed by the erroneous price is considered null and void.

5. PROCESS OF ORDERING

- 5.1. After the registration the User will be able to sign in to the webshop / or can start shopping without registration.
- 5.2. The user sets the number of the product/products to buy.
- 5.3. The user places the selected products in the basket. Users can view the basket content at any time by clicking the "basket" icon.
- 5.4. If the User wants to add an additional product to the basket, select the "continue to buy" button. If you do not want to buy an additional product, you can check the number of items you want to buy. Click the "Delete - X" icon to delete the cart contents. To finalize the quantity, click "Update / Update Basket" User.
- 5.5. The user selects the delivery address and then the delivery / payment method, which types are as follows:
 - 5.5.1. Payment methods:

With Online Bankcard / Paypal: The user has the option to pay the total value of the order online, by credit card / paypal via the secure payment system of the financial service provider used by the Service Provider.

5.5.2. Shipping cost are the following:

Country	Price EUR
Germany	5,00 €
Slovakia	5,00 €
Czech Republic	5,00 €
Austria	5,00 €
Romania	4,50 €
Poland	5,00 €
Denmark	7,50 €
Belgium	7,50 €
The Netherlands	7,50 €
Luxembourg	7,50 €
Italy	7,50 €
Greece	7,50 €
Finland	7,50 €
Slovenia	8,50 €
Bulgaria	8,50 €
Estonia	8,50 €
Latvia	8,50 €
Lithuania	8,50 €
Malta	8,50 €
Croatia	10,00 €
Spain	8,50 €
Hungary	4,50 €
Portugal	8,50 €

- 5.6. If there is lack or imperfection in connection with the products or prices in the webshop, we reserve the rights for correction. In such a case we inform the customer about the new data immediately after the recognition or modification. Afterwards, the customer can confirm the order again, or has a chance to rescind the contract.
- 5.7. The total sum contains all the charges according to the totalizing of the order and the letter of confirmation. The bill is included in the package. The user is obliged to check the package at delivery before the courier and in case of possible damage to products or packaging, he or she is obliged to request a record and in case of damage the package is not obliged to take over. Subsequent, non-recorded complaint by the Service Provider does not accept it! Packages are delivered on business days between 8 am and 5 pm.

- 5.8. Once you have entered the data, you can submit your order by clicking on the "Order" button, but you can check the details provided before you can, or send a comment to your order or email us any other ordering wishes.
- 5.9. The User acknowledges by the order that his payment obligation arises.
- 5.10. Correcting Input Bugs: The user can return to the previous phase before completing the order process, where he can correct the input data. In detail: During ordering it is possible to view or modify the content of the basket, if the basket does not contain the quantity to be ordered, the user can enter the amount of quantity to be ordered in the input field in the quantity column and then press the "update/update basket "Button. If you want to delete a user from the items in the basket, click the "X" "delete" button. During the order, the User has a continuous opportunity to correct / delete the inputs.
- 5.11. The user/customer gets an email of confirmation after sending the order, which does not give rise to contract. If this e-mail does not arrive within an expectable deadline –depending on the profile of the service- or at latest within 48 hours, the user is relieved of the bid fixity or contractual duty. The order and the confirmation of the order can be considered „arrived” to the Provider or to the User, when it is reachable for them. The Provider excludes the blame of confirmation, if the confirmation does not arrive in time because the user/customer has given wrong email address, or the storage pool of the account is full, and can not receive messages.
- 5.12. The User acknowledges that the confirmation in the previous section is only an automatic confirmation, and does not constitute a contract. The contract is created when the Service Provider notifies the User of the details of the order and its expected fulfillment after another automatic confirmation of the above mentioned item.

6. ORDER PROCESSING AND FULFILMENT

- 6.1. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order, if it is after the expiration of the working time, processing the next day. Service Provider's customer service will always confirm by electronic means when it can fulfill its order.
- 6.2. General deadline for completion within 5 working days from the date of the contract.
- 6.3. According to the contract of sale, the Service Provider shall transfer the ownership of the property, the User shall pay the purchase price and take over the thing.

- 6.4. If the seller is an enterprise and the buyer is a consumer and the seller undertakes to deliver the thing to the buyer, the risk of damage passes to the buyer when the buyer or the third party he designates takes possession of it.
- 6.5. If the seller is an enterprise, and the buyer is a consumer, for lack of distinct agreement of the signatories, the seller (based on this GCTC: Service Provider) is obligated to make available the product for the Customer (User), right after the conclusion of the contract, but in less than 30 days.
- 6.6. In case of late of the Service Provider the User is rightful to set an accidental deadline. The Customer is rightful to desist from the contract, if the seller can not accomplish in the accidental deadline.
- 6.7. The User is rightful to desist from the contract without accidental deadline, if:
 - a) the Service Provider denied the fulfillment of the contract; or
 - b) the contract should have been accomplished until the original deadline - not in another time - as agreed by the signatories.
- 6.8. In case the Service Provider cannot accomplish the contractual obligation because the product/or its component were not available, the Service Provider is obligated to inform the Customer right away and to pay back the sum paid by the Customer at once.

7. WAIVER CLAUSE

- 7.1. According to the directive 2011/83/ EU of the European Parliament and Commission, further about rules of contracts between customers and enterprises (Gov. Degree 45/2014) (II.26), the user can rescind in 14 days from the date of delivery, can return the ordered product(s) and no grounds need to be alleged. Without this information users can exercise the cancellation right for 1 year. If the Service Provider gives the information not later than 14 days after receipt of the product or the date of conclusion of the contract but within 12 months, then the deadline for withdrawal shall be 14 days from the date of that communication.
- 7.2. Consumers may exercise their right of withdrawal by a clear statement to that effect or in the 45/2014. (II.26.) On the basis of the model statement set out in Annex 2 to Government Decree.
- 7.3. The period for exercising the right of withdrawal shall expire 14 days after the date on which the consumer or a third party other than the carrier designated by the consumer gets the product.
- 7.4. The customer can exercise the waiver clause between the time of entering in a contract and the reception.
- 7.5. The cost of returning the product must be paid by the consumer, the firm has not undertaken to bear this cost.

- 7.6. In the event that the right of withdrawal is exercised, consumers will not be charged other than the cost of returning the product.
- 7.7. Withdrawing is not the customer's legal duty in case of a not pre-produced product, which was made according to the instructions of the customer or according to the wish of the customer, or in case of such product, which is individualized.
- 7.8. The consumer may also not exercise his right of withdrawal in respect:
- a) The Contract of the service, after the fulfilment of the service, if the Service Provider started the service with the previous, explicit permission of the consumer and the consumer noted that he/she loses the right of repossession after the total fulfilment of the service;
 - b) In case of products or services, whose prices can not be influenced by financial market services, it depends on the possible fluctuation in the available term of the withdrawal right;
 - c) perishable goods or short „best before” term;**
 - d) gas-tight products, which can not be sent back after opening because of health-care or hygienic reason;**
 - e) in case of a product, which blends with another product because of its type, after the handover;
 - f) in case of alcoholic drinks, which has a value that can be not impressionable by the company and depends on the market fluctuation, and the signatories have settled about the price of this product at the conclusion of the contract, but the accomplishment of the contract is 30 days after the date of the conclusion of the contract;
 - g) in case of enterprising contracts, when the company gets in contact with the customer because of the explicit request of the customer for repairing or maintenance;
 - h) in case of wrapped audio or video recordings, and computer software sales, after the opening of the package;
 - i) in case of newspapers, journals and periodicals, except subscription contracts;
 - j) in case of contracts of public auctions;
 - k) in relation to a contract about the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of fulfillment;
 - l) digital data on not tangible assets, if the fulfilment has begun for the customer's previous consent, and in the same time the customer declares to lose the cancellation rights.
- 7.9. The Provider has to refund the expenses of the customer inclusive the delivery cost, immediately after return of the products or arrival of the confirmation of cancellation, but within 14 days.

- 7.10. In case of returning the costs, the same method of payment should be used, except the customer agree to another method of payment. The customer does not have any extra expense in connection with returning.
- 7.11. The Customer has to return or leave on the address of the Provider the products without any undue delay, but not later than 14 days, counting from the day of notification of confirmation the cancellation to the Provider.
- 7.12. In case of cancellation by the consumer in writing, it is sufficient to send the withdrawal statement within 14 days.
- 7.13. The Customer meet the deadline of returning, if the customer returns or send back the products within 14 days. Returns will be deemed to have expired if the consumer sends the product before the expiry of the deadline.
- 7.14. The consumer shall only bear the direct cost of returning the product, unless the enterprise has undertaken to bear this cost.
- 7.15. The Provider does not have to repay the extra cost to the Customer, if the customers choose a different delivery method, but not the cheapest delivery method.
- 7.16. Refunds may be withheld by the Service Provider until it has received the Goods (s) or has not provided Customer with proof that they have returned them: the previous date must be taken into account.
- 7.17. In case the Customer would like to desist from the contract he/she can send notification by any of the methods given by the Service Provider in writing (using the attached form), or on telephone. In the case of writing notice sent by post the date of stage stamps is considered. In the case of telephone noticing the date of telephone notice is used. In the case of post notice registered postage or package are accepted by the Service Provider. Customer can return the ordered product to the Service Provider by either post or via a courier service.
- 7.18. The consumer shall only be liable for the depreciation resulting from use beyond the use required to establish the nature, properties and operation of the product.
- 7.19. More information about contracts between the consumer and the business: 45/2014 (II. 26.) Gov. Degree can be seen [here](#).
- 7.20. More information about the 2011/83/EU directive of European Parliament and Commission can be seen [here](#).
- 7.21. The customers can look up the Provider with claims using the here obtainable contacts.

7.22. The right of cancellation is only entitled to the customers that are qualified as Users by the Civil Code.

7.23. Right of desist is not due to the company i.e. to the person who acts for his/her profession, occupation or business activity.

7.24. The Procedure of enforcing the right of desist:

7.24.1. If the Customer wishes to enforce the right of desist, then he/she needs to send the declaration about the intention of her/his desist to one of the contact details of the Service Provider.

7.24.2. The Customer enforces her/his right of desist on time, when she/he send the declaration of desist in 14 days, after she/he got the product. She/He only needs to send the declaration of desist in 14 days, if the customer wants to desist in writing. If the Customer would point out her/his desist by post, the date of posting is taken into account. If the Customer would point out her/his desist in e-mail or by telefax, the date of dispatching is taken into account.

7.24.3. The Customer is obligated to send back forthwith the product to the address of the Service Provider, but in in less than 14 days, counted from the sharing of the declaration of desist. The Customer only needs to send in less than 14 days, the product does not need to arrive in 14 days. This way the deadline is enforced. The client needs to pay any cost, which is in connection with the return.

7.24.4. The Service Provider is not obligated to pay back the additional costs for the Customer, if the Customer chooses a different transport mode, not the usual and cheapest mode, what was chosen by the Service Provider. The Customer can enforce her/his right of desist between the day of the contract and the day of the receipt of the product too.

7.24.5. In case of buying multiple products and the delivery of the products is not on the same day or the ordered products are delivered in multiple parts, the right of desist can be enforced in 14 days, counted from the last product or part.

8. Warranty

Failure

The debtor fails to perform properly if the service does not meet the quality requirements set out in the contract or the law at the time of performance.

The debtor fails to perform correctly if the creditor was aware of the error at the time of the conclusion of the contract or had to know the error at the time of the conclusion of the contract.

The contract between the consumer and the business is null and void that deviates from the provisions of this chapter concerning warranty and warranty to the detriment of the consumer.

Guarantee of requisites

- 8.1. In what kind of situation can the Customer exercise its right for guarantee of requisites?

The Customer (User) can exercise the guarantee of requisites against the enterprise, in case of not proper fulfilment according to the rules of Civil Codex.

- 8.2. What kind of rights are the customers legal due according to the guarantee of requisites?

The Customer can choose between the opportunities according to guarantee of requisites:

- repair or exchange, except it is impossible for the Customer, or it is onerous cost for the enterprise
- in case of no demand for repair, or exchange, proportional reduction of consideration is demandable, or the failure can be repaired for the cost of the enterprise by the Customer or third person, or denounce the treaty
- The customer can turn to an other guarantee of requisites, from the previously choice. The customer bears the cost of this process, except it was justified, or the enterprise gave ground to the turn.

- 8.3. What is the deadline for the customer of exercising the guarantee of requisites?

The customer is liable to announce the mistake immediately after recognition, but within 2 month after recognition. After the time of limitation -2 years counting back from the fulfilment of the contract- guarantee of requisites can not be asserted. In connection with diet-supplements, energy-drinks etc. the guarantee of requisites can be exercised in the „best before” period.

- 8.4. Who is enforceable in connection with the guarantee of requisites against?

Customers can enforce guarantee of requisites against the Enterprise.

- 8.5. What kind of other conditions have of enforce the guarantee of requisites?

Within 6 month after fulfilling the contract, there is not any more conditions to enforce guarantee of requisites, but the announcement of the mistake, if the customer depose the product or the service has been given by the webshop run by the enterprise. After 6 month after fulfilling the contract, the

customer is liable to prove, that the mistake has been existed at the time of fulfilling.

Product warranty

- 8.6. In what kind of situation can exercise the Customer its right for product warranty?

In case of mistake of the mobiliary (product), the user can exercise the right of the product warranty or guarantee of requisites.

- 8.7. What kind of rights are the customers legal due according to the product warranty?

The Customer can ask just for repair or replace of the broken product.

- 8.8. In what kind of case is qualified the product „broken“?

The product is broken, if it is not fit to the quality requirement at the time of placing on the market, or the product does not have the attributes, which are listed in the description of the producer.

- 8.9. What is the deadline for the customer of exercising the product warranty?

The product warranty can be enforced by the Customer within 2 years from the time of placing on the market. The right for exercising the product warranty is lost after this deadline.

- 8.10. Who is enforceable in connection with product warranty, and what kind of other conditions should be existed for enforcing?

The product warranty can just be set up against the producer or distributor. The mistake of the product should be proved by the Customer.

- 8.11. In what kind of case is the producer (distributor) relived of product warranty?

The producer (distributor) is relived of warranty, if it is proved:

- the product has not been produced during business activity, or placed in the market
- the mistake was not knowable at the time of placing in the market according to the science and technic
- the mistake of the product is accused by adoption of officially rules

The producer (distributor) has to prove data enough to the relive.

Because of the same mistake relived of warranty and guarantee of requisites can not be enforced in the same time, collateral. After a successful

enforcement of relived of warranty, guarantee of requisites can be enforced to the exchanged product against the producer.

- 8.12. The Service Provider shall not be liable for damages resulting from improper or negligent handling, excessive wear or damage other than the specified circumstances or other improper use of the Products after passing the risk of injury.

9. PROCEDURE IN CASE OF RIGHT OF GUARANTY

- 9.1. In the contract of the customer and the enterprise, the agreement cannot depart to the disadvantage of the customer.
- 9.2. The Proof of contracting is the duty of the customer (by bill, or sales check)
- 9.3. The Provider is responsible for costs in connection with the fulfilment of warranty. (PTK. 6:6166§)
- 9.4. The Provider need to write a record about requirement of the guarantee and warranty of the customer.
- 9.5. The copy of the record should be send immediately, ascertainable to the customer.
- 9.6. If the Provider can not make a statement about enforceability of requirement of warranty or guaranty, the Provider should inform about the reason of rejection, and about the opportunity of turning to conciliation committee. The Provider is liable to inform the customer in 5 working days.
- 9.7. The Provider need to keep the record for 3 years counting from the time of recording, and has to shown for the ask of control committee.
- 9.8. The Provider need to aim for complete the repair or replace within 15 days.

10. MIXED REGULATION

- 10.1. The provider has a right to impress a contributor to fulfill its liability. The Provider has the full amenableness because of the illegal acts of the contributor, as the Provider made the illegal act.
- 10.2. In case any part of this articles became void, illegal or unenforceable, it does not concern the other part of the articles.
- 10.3. If the Provider does not exercise the right according to this act, it can not mean adjuration. Any adjuration is just rightful with the special written declaration. If the Provider does not make stand for its cardinal right, or reserval for one time, does not mean adjuration.
- 10.4. The Provider and the Customer try to arrange case out of court.

- 10.5. The parties state that the Service Provider's webshop operates in Hungary, and its maintenance is done here. Since the site can be visited from other countries, users are explicitly aware that the law of the user and the Service Provider is governed by **Hungarian law**. If the user is a consumer, then Pp. Pursuant to Article 26 para. (1), the courts of the defendant (consumer) domicile of the consumer in the disputes arising from this contract are solely responsible for the consumer.
- 10.6. The Service Provider shall not apply different general access conditions for access to the products in the webshop for reasons related to the nationality, domicile or place of establishment of the User.
- 10.7. The Service Provider does not apply different conditions to the payment transaction regarding the payment methods accepted by the User for reasons of nationality, domicile or place of residence of the User, account location of the payment account, the place of establishment of the payment service provider or the place of issue of the cash substitute payment instrument within the Union .
- 10.8. The Service Provider complies with the rules on unjustified territorial restriction of content and other forms of discrimination on the basis of the nationality, residence or place of establishment of the buyer within the internal market, as well as Regulation (EC) No 2006/2004 and Regulation (EU) 2017/2394 as well as 2009/22. REGULATION (EC) No 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL.

11. COMPLAINT HANDLING ORDER

- 11.1. The purpose of our shop is to fulfill all the orders in good quality, for the satisfaction of the customer. If the customer has any complaint in connection of the contract or fulfillment of the contract, the complaint can be reported per telephone, e-mail or letter.
- 11.2. The Provider checks the claim immediately, and repairs that. If the customer does not agree with the repair of the claim, or the check is not possible immediately, the Provider takes a record immediately about the claim and the point of view. The customer gets a copy as well.
- 11.3. The written claim will be answered in 30 days. In case of dismissal, the Provider gives a reasoned statement. The Service Provider keeps the record and the copy of the record for 5 years and in case the Provider gives it for the control board.
- 11.4. We inform you, in case of the claim got declined, customers can apply for relief to the conciliatory proceeding with the following contacts:
- 11.5. In the case of a complaint the Customer may call for the consumer protection authority:

Based on the 387/2016. (XII. 2.) edict, firstinstance the regional organization, secondly the Pest Megyei Kormányhivatal acts in case of public administrations. The regional organizations can be found: <http://jarasinfo.gov.hu>

11.6. In the case of a complaint the Customer may calls for the Reconciliation Board given below:

Bács-Kiskun Megyei Békéltető Testület
Címe: 6000 Kecskemét, Árpád krt. 4.
Telefonszáma: (76) 501-525, (76) 501-500
Fax száma: (76) 501-538
Név: Mátyus Mariann
E-mail cím: bkmkik@mail.datanet.hu;

Baranya Megyei Békéltető Testület
Címe: 7625 Pécs, Majorossy Imre u. 36.
Levelezési címe: 7602 Pécs, Pf. 109.
Telefonszáma: (72) 507-154
Fax száma: (72) 507-152
Név: Dr. Bodnár József
E-mail cím: bekelteto@pbkik.hu;

Békés Megyei Békéltető Testület
Címe: 5601 Békéscsaba, Penza ltp. 5.
Telefonszáma: (66) 324-976, 446-354, 451-775
Fax száma: (66) 324-976
Név: Dr. Bagdi László
E-mail cím: bmkik@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület
Címe: 3525 Miskolc, Szentpáli u. 1.
Telefonszáma: (46) 501-091, 501-870
Fax száma: (46) 501-099
Név: Dr. Tulipán Péter
E-mail cím: kalna.zsuzsa@bokik.hu;

Budapesti Békéltető Testület
Címe: 1016 Budapest, Krisztina krt. 99.
Telefonszáma: (1) 488-2131
Fax száma: (1) 488-2186
Név: Dr. Baranovszky György
E-mail cím: bekelteto.testulet@bkik.hu;

Csongrád Megyei Békéltető Testület
Címe: 6721 Szeged, Párizsi krt. 8-12.
Telefonszáma: (62) 554-250/118 mellék
Fax száma: (62) 426-149
Név: Dékány László, Jerney Zoltán
E-mail cím: bekelteto.testulet@csmkik.hu;

Fejér Megyei Békéltető Testület
Címe: 8000 Székesfehérvár, Hosszúsétatér 4-6.
Telefonszáma: (22) 510-310
Fax száma: (22) 510-312
Név: Kirst László
E-mail cím: fmkik@fmkik.hu;

Győr-Moson-Sopron Megyei Békéltető Testület
Címe: 9021 Győr, Szent István út 10/a.
Telefonszáma: (96) 520-202; 520-217

Fax száma: (96) 520-218
Név: Horváth László
E-mail cím: bekeltetotestulet@gymkik.hu;

Hajdú-Bihar Megyei Békéltető Testület
Címe: 4025 Debrecen, Petőfi tér 10.
Telefonszáma: (52) 500-720
Fax száma: (52) 500-720
Név: Dr. Hajnal Zsolt
E-mail cím: info@hbkik.hu;

Heves Megyei Békéltető Testület
Címe: 3300 Eger, Faiskola út 15.
Levelezési címe: 3301 Eger, Pf. 440.
Telefonszáma: (36) 416-660/105 mellék
Fax száma: (36) 323-615
Név: Pintérné Dobó Tünde
E-mail cím: tunde@hkik.hu;

Jász-Nagykun-Szolnok Megyei Békéltető Testület
Címe: 5000 Szolnok, Verseggy park 8.
Telefonszáma: (56) 510-610
Fax száma: (56) 370-005
Név: Dr. Lajkóné dr. Vígh Judit
E-mail cím: kamara@jnszmkik.hu;

Komárom-Esztergom Megyei Békéltető Testület
Címe: 2800 Tatabánya, Fő tér 36.
Telefonszáma: (34) 513-010
Fax száma: (34) 316-259
Név: Dr. Rozsnyói György
E-mail cím: kemkik@kemkik.hu;

Nógrád Megyei Békéltető Testület
Címe: 3100 Salgótarján, Alkotmány út 9/a
Telefonszám: (32) 520-860
Fax száma: (32) 520-862
Név: Dr. Pongó Erik
E-mail cím: nkik@nkik.hu;

Pest Megyei Békéltető Testület
Címe: 1119 Budapest, Etele út 59-61. 2. em. 240.
Telefonszáma: (1)-269-0703
Fax száma: (1)-269-0703
Név: dr. Csanádi Károly
E-mail cím: pmbekelteto@pmkik.hu
Honlap cím: www.panaszrendezes.hu

Somogy Megyei Békéltető Testület
Címe: 7400 Kaposvár, Anna utca 6.
Telefonszáma: (82) 501-000
Fax száma: (82) 501-046

Név: Dr. Novák Ferenc
E-mail cím: skik@skik.hu;

Szabolcs-Szatmár-Bereg Megyei Békéltető
Testület
Címe: 4400 Nyíregyháza, Széchenyi u. 2.
Telefonszáma: (42) 311-544, (42) 420-180
Fax száma: (42) 311-750
Név: Görömbeiné dr. Balmaz Katalin
E-mail cím: bekelteto@szabkam.hu;

Tolna Megyei Békéltető Testület
Címe: 7100 Szekszárd, Arany J. u. 23-25.
Telefonszáma: (74) 411-661
Fax száma: (74) 411-456
Név: Mátyás Tibor
E-mail cím: kamara@tmkik.hu;

Vas Megyei Békéltető Testület
Címe: 9700 Szombathely, Honvéd tér 2.
Telefonszáma: (94) 312-356
Fax száma: (94) 316-936
Név: Dr. Kövesdi Zoltán
E-mail cím: pergel.bea@vmkik.hu

Veszprém Megyei Békéltető Testület
Címe: 8200 Veszprém, Budapest u. 3.
Telefonszáma: (88) 429-008
Fax száma: (88) 412-150
Név: Dr. Óvári László
E-mail cím: vkik@veszpremikamara.hu

Zala Megyei Békéltető Testület
Címe: 8900 Zalaegerszeg, Petőfi utca 24.
Telefonszáma: (92) 550-513
Fax száma: (92) 550-525
Név: dr. Koczka Csaba
E-mail cím: zmbekelteto@zmkik.hu

- 11.7. Reconciliation Boards take care of dispute of the consumers if it is not handled in judicial way. The aim of Reconciliation Boards is to make an agreement between parties in order to settle the dispute of the consumers, but if it fails, they make a simple, effective and cost-effective decision to enforce the rights of the consumers. The Reconciliation Board gives advice at the request of the consumer or the Service Provider in connection with the rights of the consumer and the obligations of the consumer.
- 11.8. In case of online trading or cross-border dispute of consumers in connection with online service contracts, only the Reconciliation Board is assignee, which is working next to the Chamber commerce in Budapest.
- 11.9. If the Customer has complaint, she/he can use the Online Dispute Resolution. It only requires a registration in the system of the European Commission, [click here](#). Then, after a log in, the customer can remonstrate via the online website: <http://ec.europa.eu/odr>
- 11.10. In the procedure of the Reconciliation Board the Service Provider has mutual assistance obligation. Because of that the Service Provider needs to send answer to the Reconciliation Board and needs to have a person who is entitled to make an agreement on the audition. If the headquarter of the company is not registered in the county known by the chamber which is operating the regional reconciliation board, the obligation of the company in the co-operation is to offer the possibility of the written agreement based on the demands of the consumer.
- 11.11. If the consumer does not turn to a conciliation body or the procedure has failed, the consumer has the right to apply to a court to settle the dispute. The lawsuit must be instituted by means of a claim form, containing the following information:
- the court seised;
 - the names, residence and litigation of the parties and representatives of the parties;
 - the right to be enforced by presenting the facts on which it is based and the evidence of it;
 - the data from which the jurisdiction and jurisdiction of the court can be established;
 - a firm request for a court decision.

12. SERVICES, APPLICATION ON THE WEBSITE

- 12.1. The Service Provider provides additional services to the Users on its website, and the User can apply for them on the Website.
- 12.2. The User can reserve the services with a certain amount of advance payment, which can be settled with an online bank card or paypal.

- 12.3. With the application and the payment of the advance, an electronic contract is created between the parties, according to that they belong to each other with services: the User is obliged to use the service and pay a fee, the Service Provider is obliged to provide the service in an appropriate quality.
- 12.4. Users are reminded that by making the advance payment, the Service Provider shall provide the Service exclusively to the User for the given date, so if the User does not appear on the Service, the Service Provider shall not refund the amount of the advance and shall claim it as a flat compensation against the User. The Service Provider is harmed if the User does not appear and the Service Provider is unable to offer the vacant seat to another User in a short time.
- 12.5. The User is aware of these Terms and Conditions for this Service and expressly accepts and does not dispute the rules set out in the above paragraphs.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. As a homepage, the protan-europe.com qualified as an intellectual property, it is absolutely forbidden to download or multiply any content or any part of the webpage, republishing, storing, adapting and selling data of Protan-europe.com without the written consent of the Provider.
- 13.2. In case of a written permission data form the webpage or from the database can be adopted just with quotation of Protan-europe.com.
- 13.3. The Provider reserves all the right for any elements of the services, domain-names, and second-domains, and for the commercial on the internet.
- 13.4. It is absolutely forbidden decoding or adapting the content, or detail of Protan-europe.com, creating usernames and password for unfair reasons, using application which can change the website or cause indexability.
- 13.5. The name „ Protan-europe.com” is under legal protection of copyrights, it can be used just with the written permission of the Provider, except reference.
- 13.6. The customer accept because of use without permission, the provider is authorized for contractual penalty. The cost per pictures is 60.000 HUF (gross price), or 20.000 HUF (gross price) per words, The customer accepts this contractual penalty is not unconscionable, and customers should be sensible while browsing the page. In case of contravening property rights the Provider adjust notarial attestation of the act, which cost will be wore by the customer.

14. PRIVACY POLICY

The privacy policy is available and can be downloaded from the following webpage:

<http://www.protan-europe.com/pdf/Protan-europe.com Privacy 2019.pdf>

Budapest, 30 January 2019