General Terms and Conditions

Wholesale Partner Ordering Term

Wholesale orders are accepted exclusively through our wholesale website – accessible only after registration and approval – at www.marketcom.eu

Orders via email or phone are not accepted.

Prices for Registered Partners

In our B2B reseller webshop, the default displayed (and strikethrough) price represents the recommended net retail price. The price shown next to it is the discounted wholesale price available to registered resellers.

All product prices are as displayed in the B2B webshop. The discount compared to the retail price may vary by product. All listed prices are **net prices, excluding VAT**.

Please note that all prices apply **only to the quantities currently in stock**.
Due to fluctuations in the HUF exchange rate, we reserve the right to adjust the prices of items **delivered from a later shipment** (i.e., if the order exceeds our in-stock quantity).
If you do not accept the adjusted price, the affected items will be removed from your order.

1. Contracting Parties

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

Company name: MarketCom Kft.
Registered seat: Hungary, 1116 Budapest, Hunyadi Mátyás út 82.
EU VAT ID: HU12276385
Company register number: 01-09-662134
Registered by: Fővárosi Törvényszék Cégbírósága
Data protection ID: NAIH-141445/2018.
Phone: +36 1 7001509
Email: info (at) marketcom (dot) eu

Web hosting provider:

- **Name:** ELIN.hu Informatikai Szolgáltató és Tanácsadó Kft.
- **Registered seat:** 9024 Győr, Déry T. u. 11.
- **VAT ID:** 14315754-2-08
- **Company register number:** 08-09-016359
- **Email**: info (at) elin (dot) hu

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

2. Acceptance of the general terms and conditions

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

3. Electronic services

Registration as reseller, creating an account

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

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

Web Store service geographic availability

Web Store's delivery service is available for registered corporate customers

with delivery and invoice address in the below EU countries:
Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden

Complaints and comments related to Electronic Services

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

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

4. How to order

4.1 Prices

Distributor pruduct prices displayed on the B2B wholesale web store are EXW prices, and all exclude VAT.

Product prices exclude e.g. cost of shipping to customer address, insurance, export customs process cost and custom fees (if exported to outside of EU), and import custom process costs and fees (if exported to outside of EU).

Some of our products have their prices based on the EUR-USD exchange rates, therefore their unit price may change automatically from time to time, possibly even multiple times per day, based on the exchange rate changes.

All product prices are only valid for actual stock quantities. As product prices are greatly depending on currency exchange rate changes and fast changes of the global shipping costs, Distributor reserves the right to change the prices for backordered items when they arrive to stock and are ready to ship. In case of such price changes of backordered items, Customer has the right to remove these items from the order.

If an order is split into multiple shipments e.g. due to backordered items, the second (and other next) shipments

- may be sent out together with a next order (without any additional cost)
- or sent to the Customer - upon Customer request - as a standalone shipment, in which case the shipping cost is charged to the Customer.

Note: free shipping eligibility for the original order does not automatically extend the free shipping to the additional shipments in case of standalone shipmenets sent upon Customer request. If the Customer does not accept the additional charges, the outstanding items may remain on hold for combined delivery with a next order, or can be cancelled by agreement.

4.2 Composing an order

In order to compose and send an order, Customers need to log in to the Web Store, navigate to Order Form page (or individual product pages), add the required quantities of the products into the Cart, enter and verify shipping and invoicing address, EU VAT number (if any), then send the order. After sending the order, the order data cannot be modified in the Web Store. Data required for ordering: name, invoice name and address, EU VAT number, email address, phone number, products, quantities, delivery address. Sending an order is a free service of the Web Store.

Distributor is only accepting wholesale orders above the minimum order amount of 150 EUR, excl. VAT.

4.3 Payment

Prices shown in the Web Store are defined in EUR and exclude VAT. During the checkout process all prices, including taxes, delivery and other costs are displayed on the checkout page. In accordance with laws, VAT is charged only to EU customers without a valid EU VAT id. The moment, when Customer sends its order on the Checkout page, Customer initiates to conclude a sales contract.

Payment for the products shall be made via EUR bank transfer to Distributor’s bank account. Payment data is included in the confirmation email sent immediately by the Web Store as a receipt confirmation of the Purchase Order. Payment shall be made not later than 5 days after sending the order, or Distributor has the right to cancel the order.

Unpaid orders do reserve stock until they get paid.

4.4 Confirmation of the order

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

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

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

The Distributor shall start delivery as soon as possible after the payment by customer, but no later than 3 working days. When products have been handed over to the courier company, Distributor is sending a notification email about Order Delivery. The contract between Customer and Distributor is established when this email is sent by the Web Store.

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

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

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

4.5 Delivery

Product delivery is currently available only to certain countries specified in these Terms and Conditions. Shipping costs are calculated based on the delivery destination, shipment weight, dimensions and selected shipping method. The applicable shipping cost is displayed at checkout before the Customer places an order, or confirmed separately when a quotation is required.

Free standard shipping is available for qualifying orders exceeding EUR 1,200 excluding VAT, subject to the applicable shipping method and destination. The free shipping threshold applies to the order as a whole when shipped as a single consignment. It does not automatically provide free delivery for multiple separate shipments.

The Customer may also arrange collection of the order from the Distributor's warehouse using their own shipping company.

The Distributor arranges delivery through third-party courier companies, either selected by the Distributor or arranged by the Customer. Delivery services are subject to the applicable General Terms and Conditions of the courier company. Delivery times are estimates unless expressly agreed otherwise.

For deliveries under EXW (Ex Works) terms, the Distributor makes the goods available at its warehouse in appropriate packaging and with the necessary labelling. The Customer is responsible for collection, loading, transportation, and any applicable customs formalities, duties and fees, in accordance with the agreed Incoterms.

Shipping costs may include insurance, depending on the selected carrier and its General Terms and Conditions. Insurance

coverage may be subject to specific value limits and exclusions.

The Customer is required to inspect the condition of the packaging upon delivery. Any visible damage must be reported to the courier and recorded at the time of delivery. Failure to document visible damage may limit the Distributor's ability to assist with a subsequent shipping damage claim.

4.6 Pre-orders

As a general practice, the Distributor sells products from immediately available stock. However, certain products may occasionally be unavailable due to:

(a) Temporary stock shortages caused by increased demand; or
(b) The first shipment of a newly introduced product not yet having arrived.

In such cases, the product page will normally indicate that the item is out of stock. Customers may place pre-orders for these products through the Web Store, either separately or as part of a regular order.

Customers may also order quantities exceeding the available stock displayed on the website. Any quantity exceeding the available stock will be treated as a pre-order.

Unlike regular orders, pre-orders do not have a guaranteed delivery date, as product availability depends on manufacturers and suppliers and is beyond the Distributor's direct control. Pre-orders are usually fulfilled within 2-3 weeks, although longer waiting times may occur due to manufacturer or supplier shortages.

If the waiting time exceeds 4 weeks, the Customer may cancel the outstanding pre-order and request a refund of any amount already paid for the cancelled items, or choose to apply that amount towards another order.

Prices displayed on the website for pre-order items are indicative only and are not final. The final price can only be confirmed once the product becomes available in stock. The Distributor reserves the right to adjust pre-order prices based on the actual purchase price and other applicable costs.

Customers will be informed of the final price before their pre-order is confirmed for fulfilment. If the final price differs from the indicative price displayed at the time of ordering, the Customer may accept the revised price or cancel the affected pre-order without penalty. Any payment already made for the cancelled items will be refunded.

5. Warranty

Warranty and RMA Policy

We provide a **1-year warranty** for all products sold and delivered by the Distributor.

How to Submit a Warranty Claim

All warranty and RMA claims must be submitted through the official RMA form available on the Distributor's website. Claims submitted only by email or products returned without prior RMA registration may result in delays, and the Distributor cannot guarantee processing of such requests until the RMA form has been completed.

After submitting the RMA form, the warranty claim details and any additional information may also be sent to us:

By post:
MarketCom Kft.
1116 Budapest, Hunyadi Mátyás út 82.
Hungary

By e-mail:
wholesale@marketcom.eu

Information Required for a Warranty Claim

Please provide the following information as part of your warranty claim:

- Name of the defective product(s)
- Detailed description of the problem reported by the end-customer
- Photos and/or videos (if available) showing the defect
- Completed RMA form submitted through the Distributor's website

Claim Processing

The Distributor shall respond to the warranty notification no later than **14 calendar days** after the end-user reports the problem.

In some cases, it may be necessary to return the defective product to the Distributor for further examination. If required, the Distributor will provide instructions regarding the return procedure.

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

Given that this reseller webshop only sells to resellers (companies and other corporate entities), the right of cancellation of orders under this Regulation does not apply to our customers.

7. Ownership

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

8. Liability

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

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

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

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

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

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

9. Final Provisions

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

The General Terms and Conditions contain the general terms and conditions of the legal relationship between the Service Provider and the customer who enters into a contractual relationship with it. With respect to issues not regulated here, the prevailing Hungarian laws and regulations governing the operation of the Service Web Store, in particular in the Civil Code, on certain issues of e-commerce services and information society-related services, 2001. 45/2014 on the detailed rules of contracts between the consumer and the business (II.26.).