

INFORMATION ON GUARANTEE AND WARRANTY

1. Warranty (for quality and products)

1.1 Warranty of quality

1) The performance by Posta is faulty, if at the time of the performance the service does not meet the qualitative requirements set forth in the contract or by law. The performance by Posta is not faulty, if the Purchaser has known the defect at the time of the execution of the contract, or if the Purchaser must have known the defect at the time of the execution of the contract.

2) For products purchased by a Purchaser as consumer it must be assumed – unless the contrary is proven – that within 6 months of the receipt the defect detected by the Purchaser was existing already at the time of performance, unless this assumption is incompatible with the nature of the product or with the type of the defect.

3) Posta is liable for the defective performance by way of warranty of quality. The right of the Purchaser as consumer for warranty of quality becomes void in two years of the time of performance, and such right of any other Purchaser becomes void in one year of the time of performance. If the subject matter of the contract concluded with the Purchaser as the consumer is a thing under use, then the term of limitation is one year. The Purchaser may exercise his/her rights for warranty of quality against any claim arising from the same contract, even if the right for warranty of quality has become void.

4) By virtue of his/her right for warranty of quality the Purchaser may opt for:

a) repair or replacement, unless

aa) the fulfilment of the selected right for warranty is impossible, or

ab) it would result in disproportionate extra charges – compared to the fulfilment of another claim for warranty – for Posta, by taking account of

- the value of the service as represented in a condition without any defect;
- the weight of the violation of contract;
- the prejudice to interest caused for the Purchaser by the enforcement of the right for warranty;

b) he/she may claim a proportionate reduction of the counter-service, he/she can repair the defect by himself/herself or get it repaired by a third party at the expense of Posta, or he/she can withdraw from the contract – apart from insignificant defects, if

ba) Posta has not undertaken any repair or replacement;

bb) it cannot meet its obligation for repair or replacement in due time by protecting the Purchaser's interests;

bc) the Purchaser has no interest any more for repair or replacement.

5) The Purchaser may choose another right for warranty instead of the right he/she has selected. The expenses incurred by the said change of right must be paid by the Purchaser for Posta, unless a reason for the change was given by Posta, or the change was otherwise justified.

6) The Purchaser is obliged to report the defect to Posta without delay after the detection of the defect. Defects, which are reported by the Purchaser as consumer within two months of the detection of the defect, will be regarded as reported without delay by Posta. The Purchaser is responsible for any damage arising from delayed reporting.

7) The expenses related to the fulfilment of the obligation for warranty must be borne by Posta. If, however, a failure of the obligation for maintenance due to the Purchaser has also contributed to the deficiency of the thing, the expenses incurred by the fulfilment of the

warranty obligation must be borne by the Purchaser in proportion to his/her contribution, provided he/she has had the knowledge for the maintenance of the thing, or Posta has met its obligation for information in this regard.

1.2. Product warranty

1) Those set forth in this clause are only valid for products ordered by Purchasers as consumers (consumer's contracts).

2) For the defect of any product sold by Posta for a Purchaser as consumer the Purchaser as consumer may claim the repair of the defect of the product, or – if the repair is not possible in due time, without prejudice to the interests of the Purchaser as the consumer – the replacement of the product from the manufacturer (whereby the manufacturer is the producer and distributor of the product). The manufacturer is liable for the product warranty for two years of the date, on which it begins with the distribution of the product. The expiry of the said term involves the loss of right.

3) The product has a defect, if

- a) it does not meet the quality requirements for the product currently in effect at the time of distribution by the manufacturer;
- b) or it does not have the features, which are listed in the description provided by the manufacturer.

4) The manufacturer will be exempted from the obligation for product warranty, if it proves, that

- a) it has manufactured or distributed the product other than within its business activity or independent employment;
- b) at the time of the distribution of the product the defect was not recognizable according to the state of the art technology; or
- c) the defect of the product has been brought about by the application of the law or any obligatory official regulation.

5) The manufacturer is liable for the warranty of quality in case of replacement for the replaced product, and in case of repair for the part of the product affected by repair.

The Purchaser is obliged to report the defect to the manufacturer without delay after the detection of the defect. Defects, which are reported within two months of the detection of the defect must be regarded as reported without delay. The Purchaser as consumer is responsible for any damage arising from delayed reporting.

2. Guarantee

1) Customers qualifying as consumers pursuant to Government Decree No. 151/2003. (IX. 22) on compulsory guarantee for certain consumer durables are entitled to a one-year guarantee for consumer durables referred to in the Annex to the Government Decree..

2) Posta is exempted from the compulsory guarantee only when it can prove that the event causing the fault occurred after the performance of its service.

With regard to any other issue, the guarantee claims are governed by the rules pertaining to claims for warranty for quality.

3. Enforcement of warranty and guarantee rights

1) For the purposes of this clause the warranty includes warranty for quality and warranty for the product.

2) In case of the settlement of any warranty and guarantee claims enforced by the Purchaser as consumer the other terms and conditions set forth in this GTC are governing subject to the following special rules:

3) For the enforcement of the claim for warranty lodged by the Purchaser as consumer the execution of the contract must be deemed proven, if the document for the proof of the payment of the price – the invoice or acknowledgement of receipt to be issued according to the act about value added tax – is presented by the Purchaser as consumer. It is not excluded for the Purchaser as consumer by this GTC or by the operator of the web site to prove the execution of the contract in any other manner.

4) Posta draws up a record about the claim of the Purchaser as consumer for warranty or guarantee reported with Posta ([RECORD](#)), and it makes available a copy thereof to the Purchaser as consumer.

Posta attempts to carry out the repair or the replacement within fifteen days at most.

The movable properties, which are delivered for the purpose of repair or the examination of the claim for warranty or guarantee for feasibility, will be accepted by Posta against an acknowledgement of receipt.

5) Customers can enforce guarantee claims as described for warranty for quality with the exception that when there is a fault in a consumer durable, Posta will replace the product based on a claim for a product exchange enforced within 3 working days from delivery when the fault impedes ordinary use (and when the product is available at Posta). The Customer may also directly enforce a correction claim at any guarantee service station (repair service) indicated on the guarantee.

6) No warranty claims for quality and guarantee claims and no product warranty and guarantee claims may be enforced simultaneously for the same fault, otherwise each Consumer is entitled to exercise the rights associated with the guarantee irrespective of the rights referred to in Clause 1.