

General Terms and Conditions

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By concluding the Agreement, the Beneficiary of the Service accepts these Terms and Conditions, so the provisions of these Terms and Conditions (GTC) are an inseparable part of the relationship between the New Fire Technology Plc. (H-1165 Budapest, Kalitka street 2, Registration Number: 01-10-048978; tax number: 25749953-2-42) (furthermore referred to as "Seller") and the beneficiary (furthermore referred to as "Beneficiary or Customer"). The conclusion of the contract is valid, if the Seller finalize it by internet (online). All of the provisions of the present terms and conditions are obligatory for both the Seller and the Beneficiary, except if the contracting parties agree otherwise on some matters. The present terms and conditions refer to only those orders, in which cases the Beneficiary pays the service fee with credit card or bank transfer on the website or on any subpages of the Seller or with cash by the representatives of the Seller. If the order is made on a non-Hungarian site or in case of any doubt, please contact one of our customer service offices in Hungary (center: 1165 Budapest, Kalitka street 2.)

1. Validity area

These general terms and conditions are valid to the order related inquiries without obligation and to the mandatory orders made through the booking system of the Seller.

2. The content of the order

The content of the service is the conclusion of the order related Service Agreement, which will be created directly between the Customer and the Seller. All order related claims and obligations exists directly and exclusively between the Beneficiary and the selected Seller.

The "Seller", who provides products and services is not the operator of the webshop.

If the Beneficiary reserve and set together more products and services through the website of the Seller, the responsibility of the individual sets belongs to the Beneficiary and not to the Operator of the online store.

Ordering in the system cannot be interpreted as there is not another or better product or service that would suit the Customers wishes or conditions.

3. The contract between the Customer and the Seller

By using the webshop, an ordering contract ("Contract") is concluded between the Customer and the Seller offering the respective products or services.

Upon successful completion of the online ordering process, a binding Contract is created.

The webshop operator is responsible only for the IT operation of the webshop.

4. The content of the order

4.1. The obligation, modification and the cancellation of the order

The Customer may use the Products and Services indicated on the Order Form under the conditions specified by the Seller.

The Customer is obliged to notify the Seller in writing of any changes in its data or its user data within 15 days. The Seller is not responsible for the damage resulting from the late notification.

The parties communicate primarily by e-mail. Notices, confirmations and messages sent by e-mail will reach the Parties without authentication, which will be acknowledged by the Parties and will be deemed accepted until proven otherwise.

The customer is obliged to ensure that his IT system or employee background is suitable so there are no obstacles to the delivery of e-mails sent to the e-mail address provided. If the Seller confirms that the message has been sent to the Customer to the e-mail address provided by the Customer, the Customer may not claim that he did not receive it.

According to the terms set by the Seller, the Customer is obliged to pay the price of the travel service (or a part of it), if the Customer did not cancel it in time. If the cancellation of the order does not happen or not in time, the Seller has the right to claim the whole price of the order fee.

Orders can be canceled with a cancellation message sent by e-mail offered on the system operated by the Seller. The detailed terms about the cancellation of an order are written in the order dialog box separately, which the Customer approve by its order. In that case, if the Beneficiary ask directly the cancellation from the Seller, the Seller cannot give information about the date of the cancellation or the cancellation status itself, in connection with the possible disagreements.

In case of the possible shortage of the service time, the Seller can apply higher prices, which is approved by the Beneficiary by accepting the General Terms and Conditions. If the Beneficiary would like to modify its order and contacts the Seller via e-mail or through phone, the Seller has the right to save the Beneficiary's data in order to modify the order. However, the right to delete the customer data is valid.

The Seller reserves the right to cancel the order without informing the Beneficiary, in case of those orders that are not guaranteed by credit card or if the Beneficiary provides incomplete, doubtful, or fake data. This right expands to the order of those people or users, who did not paid the bill even if they did not delete the order. In both cases, the order cannot be modified. If it is determined by the credit card examination that those are incorrect or the card cannot be debited, the Seller may cancel the order.

4.2 Purchasing Process

The products and services on the Seller's website can be purchased online. The prices shown on its websites are gross prices and always include VAT.

The purchase of the products, gifts and services offered on the website can be started by clicking on the "Add to Cart" button on the page of each product. The purchase does not require registration.

Adding Items to the Customer's Cart is not equal to the purchase, the Customer needs to click on the "cart" icon to complete the Customer's purchase. Before the Customer confirm its order, the contents of its cart may be checked, modified or canceled. However, the order details may not be changed after the purchase is finalized. The New Fire Technology Plc. sends an email as order confirmation.

The submission of the order is considered to be a written, fixed agreement between the Customer and New Fire Technology Plc.. Orders placed are recorded and available for the Customer at any time.

4.3 The agreed prices in the contract

The prices shown up on the website are actual, favorable, and change daily. These prices are displayed and concern to the orders on the online store of the Seller.

Orders can be made at the best and most favorable daily rates provided by the Seller, which is provided directly by the Seller from the selected date. In all cases, the payment date is the date the money is received by the Seller, which is approximately 2 days for bank transfers and 1 hour for online credit card payments (but usually 5-10 minutes).

The system automatically takes into account the Last Minute, seasonal, weekend or other special prices by the order automatically.

The price is determined by the Seller and includes the current taxes and duties. If the taxes and duties are displayed in the ordering dialog, then the price does not include them.

The Customer pays a fee for the order of the products and services ordered by the Customer.

The prices indicated are valid for the given products, excluding other additional services. The fees for other additional services depend on the offer of the respective Seller. Prices quoted in different currencies may be affected by fluctuations in exchange rates and are provided for informational purposes only.

The Seller is entitled to unilaterally modify its product or service price list.

4.4 Payment conditions

a) Payment must be made in accordance with the payment terms set out in the agreement. Unless otherwise specified in the order confirmation, the Customer shall pay the full purchase price not later than 3 days before the delivery starts. Cash on delivery orders are exceptions.

b) The Seller is expressly entitled to apply partial payment in the event of partial fulfilment.

c) The Customer shall not be entitled to withhold payment on the basis of a warranty or any other claim not acknowledged by the Seller. Any set-off of the Customer's counterclaim of any nature against the Seller's claims shall be excluded.

d) If the Customer is late with the payment or other performance under the agreement, the Seller may demand the performance of the contract and may postpone the performance of its obligations until the payment balanced or additional services performed and/or declare the entire purchase price immediately due (including the consideration for any partial performance not performed yet) or may withdraw from the contract with an appropriate grace period.

e) In the event of late payment, the Customer shall be liable to pay interest on late payment at twice the base rate of the Bank of Hungary from the original due date and to reimburse all legal and non-legal costs (in particular any costs of injunction, collection and lawyers' fees) incurred in enforcing the Customer's performance. The Seller expressly reserves the right to pursue any claims for damages arising from late payment. For consumers, the rate of interest shall be determined in accordance with the rules of the Civil Code.

f) After cancelling the contract, the Customer shall, upon request of the Seller, immediately return the goods already delivered, back to the Seller, reimburse the depreciation of the goods and all costs proven to have been incurred due to the delay. In respect of goods not yet delivered, the Seller shall be entitled to place the goods at the disposal of the Customer and to claim from the Customer a corresponding proportion of the selling price.

g) It is possible to modify the items on the invoice only once after the receipt of the goods, the billing data cannot be modified after the invoice is closed.

4.5 Paying with credit or debit card

The Customer has the option to pay by credit card for courier of GLS or similar courier service, or in cash on the spot for personal delivery. For web ordering and instant payment, online credit card payment is available. In this case, a redirected banking interface is required to settle the debt.

If the Customer is paying for its order by credit or debit card, it must provide its credit card number and expiry date. These details will be transmitted to the Customer's respective Supplier and verified before the order is confirmed.

In case of credit card payment, the customer will be automatically redirected from the Seller's online system to the virtual payment interface of the bank indicated in the payment method selection.

The New Fire Technology Plc. receives only order-related information from the Customer. The card details for the payment transaction are provided on the payment page with 128-bit SSL encryption. The webshop is not aware of the content of the payment page in any way, only the Data Controller providing the payment transaction and its Data Processors can access it. The result of the transaction will be announced on the webshop after payment. The price for the purchased item, the amount paid, will be immediately blocked on the Customer's card account. Accepted Cards: Visa, Visa Electron, Master, Maestro.

In the case of credit or debit card payment, after the successful transaction - this means the acceptance of the credit or debit card validity and the verification of the collateral - the Bank will initiate the debiting of the Cardholder's account with the value of the goods.

The Customer's credit card will guarantee the payment of all costs about the ordered products and services to the Seller. By special offers, the Seller reserves the right to validate a different condition system.

The usage of the booking system is free.

If the order requires a credit or debit card, the Seller's online store cannot be used without a valid credit or debit card.

In case of online credit card payment, the date of performance shall be determined in accordance with Section 55 of the VAT Act.

4.6 Bank transfer

The value of the products can be settled by bank transfer. The following details required for the transfer:

Beneficiary name: New Fire Technology Zrt.

Beneficiary's bank account number: 12011069 - 01573142 - 00100000

Beneficiary's bank: Raiffeisen Bank Zrt.

Note/comment: order number (or the quotation/order number of a price request)

The customer is obliged to indicate the order number in the "note/comment" field of the transfer! Delivery is only possible after the full purchase price has been paid!

How the bank transfer payment works:

The customer chooses the bank transfer payment option at the Seller's web store, then the Seller gives the transaction data to the Customer. The Customer transfer the money with bank transfer within 8 days, determined by the Seller, but not later than 3 days prior to delivery, unless otherwise agreed.

Settlement and payment shall be made in accordance with the conditions of the contract.

The invoice will be issued electronically by the Seller and sent to the e-mail address provided by the Customer for this purpose. By concluding the Contract, the Customer consents to electronic invoicing.

4.7 Cash payment

The Customer has the option to pay the price of the products in cash upon receipt. In case of courier service, cash on delivery (weight limit: 40 kg) is possible, while at our physical shop the Customer has the option of cash payment, subject to the applicable legal limits.

On receipt of the goods, the customer pays the agreed amount to our staff, indicated on the invoice.

In case of cash on delivery, the Customer the counter value of the order must be paid to our delivery partner or our colleague upon receipt of the order.

4.8 Delivery information

Delivery is only made to Hungary.

a) In case of delivery by GLS or a similar courier service:

Delivery time:

In case of courier delivery, the package will be delivered between 8 a.m. and 5 p.m. on the working day following its preparation and the hand over to the courier service.

Upper weight limit: 40 kg.

The courier service takes a max. 40 kg package.

Payment options:

It is possible to pay to the courier's by cash or by credit card, but also by bank transfer in advance.

In case of injury:

When receiving the package, the Customer must make sure that the package is undamaged! In case of damage, a report must be made with the courier upon receipt. Without a record, the damage cannot be compensated.

b) In the case of home delivery by truck provided by the Seller:

Delivery time:

In the case of delivery by the Seller's truck, the time of delivery is determined by an individual agreement in each case.

Payment options:

The prices for the delivery provided by the Seller are determined in each case with a unique fee. In case of delivery by the Seller's truck, the Customer can only pay by advanced bank transfer or at our by cash or credit card when ordering. In case of this type of delivery, cash on delivery is not possible.

c) In case of individual delivery / personal collection at our premises:

Delivery time:

In all cases based on individual agreement. The Seller charges a daily storage fee for orders that are not delivered on time.

Upper weight limit:

According to the capacity of the Customer's own vehicle. If it is necessary to deliver the order in more rounds, prior scheduling is required.

Payment options:

In case of the collection at the Seller's premises, it is possible to pay the purchase price in cash or by bank transfer. The customer delivers the prepared goods under his own responsibility.

Pick-up location: By prior agreement

There is no delivery cost for on-site collection.

5. Other information

5.1 Data takeover

All data collection is done with the utmost care. We will not be responsible for any errors or mistakes that may occur when entering or transmitting data.

5.2 Information about the right of revocation

The Seller has the right to revoke the customer's registration, if it is justified. Beside this, the Seller reserves the right to delete a user's account without informing the user, in case of orders with incomplete, doubtful or false information. This right also exists, if previously the Beneficiary did not use the service several times, caused unpaid damages or did not pay the bill.

5.3 Others

This service may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose and noninfringement.

6. Explanation about the data protection

Please read our Privacy Policy which can be found on our website.

7. Exclusion of Warranties

The system operated by the Seller and the Operator is a free service for The Customer. Therefore the Seller or the Operator of the online store does not bear the responsibility for the operation and usage of the online store with special regard to the following points:

- For the availability of the online store and for ordering products and services through the online store system.
- For the modification or deletion of the contract concluded through the booking system or otherwise.
- For the correction and completion of the description of the products in the order system.

8. Limiting the liability, damages

8.1

The liability of the Seller or the Operator of the online store is excluded from any legal damages, including any unlawful act, quasi-contractual obligation, or contract without warranty, if (i) the damage does not come from the violation of contractual obligations by the Seller or the Operator in such a way that the purpose of the contract is at risk or (ii) the damage does not come from the gross negligence or intentionality of the Seller or the Operator during the performance of the service or its application.

8.2

According to the point 8.3, if the Seller or the Operator of the online store is liable for the infringement of the main obligations, without the fact of negligence or intentionality, the liability of the Seller or the Operator is limited to damages and the amount of damages that the Seller or the Operator may have foreseen in advance from the circumstances when the contract was concluded. According to the point 8.3., the Seller or the Operator is not responsible for the indirect damages, damages caused failures or for the lost on profit.

8.3

The Seller or the Operator of the online store has no liability after the gross negligence or intentionality of the persons or employees, who are not belonging to the Seller or the Operator of the online store. The liability of the Seller or the Operator is limited to those damages and the amount of damages that the Seller or the Operator of the booking system may have foreseen in advance from the circumstances when the contract was concluded. The Seller or the Operator of the online store is not responsible for the indirect damages, damages caused failures or for the lost on profit.

8.4.

The whole liability of the Seller or the Operator of the online store is limited to the value of the order. The whole responsibility is limited for the purely financial damage (in contrast to personal and material damages) to the value of the service in these cases. Claims for damages expire no later than one month from the date the Customer are informed about the damage. This is not applied to claims for unlawful acts.

8.5

According to the above mentioned provisions, the exclusion or limitation of liability for damages is also applied to any claims against the staff or agents of the Seller or the Operator of the booking system.

9. Copyright

Copyright and further protection rights are applied to the components of the online store operated by the Seller and the Operator of the online store. The website of the Seller and the Operator of the online store and its recorded data can be used only for orders through the Seller and the Operator.

10. Vis maior

In that case if one of the parties cannot perform its contractual liability in whole or part of it, because of a "vis maior", then the party has to inform the other one about the fact and the nature of "vis maior" and the amount of the obstruction. As soon as the notification has been happened, the Parties shall suspend the fulfillment of their contractual obligations and shall consult with each other about how can they solve the problems caused by the "vis maior". With the end of the "vis maior caused problems – unless the parties agreed otherwise- the fulfillment of their contractual obligations will come into force once the written notification has been given.

11. Modification of the contract

The contract can be modified or cancelled, but just in written form.

The Seller is entitled to modify the Agreement (or these GTC, the terms and conditions of the Order, the General Data Processing Agreement, the Privacy Policy, or the fees of the Services) unilaterally.

The Seller shall notify the Customer of any modification to these GTC by posting a notice on the website www.newfiretechnology.com and by electronic mail at least 30 days prior to the effective date of the modification. If the Customer does not make a declaration in relation to the amendment by the date of entry into force indicated in the notification, the Parties shall consider this as a declaration of acceptance of the amendment to the GTC within the framework of the Civil Code.

The Contract shall terminate after performing the order.

12. Withdrawal right

The Beneficiary has the withdrawal right without any justification in case of the order related contracts, if the it do not get the ordered products within 8 working days from the planned delivery of goods.

The customer may not exercise the right of withdrawal, if :

- the Customer or its agent does not provide the conditions for delivery.
- the Customer or its agent fails to take delivery of the goods delivered
- an unforeseen event which cannot be immediately remedied due to circumstances beyond the Seller's control

or

- the event of vis mayor

The Customer sends his declaration to the Seller within the withdrawal period. The email address is available on the Seller's website. The Seller shall reimburse the amount paid by the Customer reduced by any costs incurred by the Seller without delay, but no later than 30 days after the withdrawal. The Seller may deduct only the costs incurred in connection with the cancellation of the order from the price paid by the Customer.

13. Complaints

In the event of a complaint about an order, the Customer may make a written complaint at first. In the event of a complaint, the Customer shall submit a written complaint directly to the Seller. If the Customer is not satisfied with the outcome of the complaint investigation, the Customer has the right to apply to the consumer protection authority or the conciliation body.

Place of complaint administration: 1165 Budapest, Kalitka Street 2.

E-mail address: info.newfiretechnology@gmail.com

Opening hours: every weekday from 8.00 to 16.00

Address of the Budapest Conciliation Body: 1016 Budapest, Krisztina Boulevard 99.

14. The applicable law

The terms and conditions of this contract and the contracts concluded between the end user and the Seller are based on the laws in effect in Hungary. Issues not covered by this Agreement shall be governed by the relevant sectoral legislation and by the Act V of 2013 on the Civil Code.

The present contract has been made in two languages (Hungarian, English). In case of any legal disputes, the Hungarian version of the contract must be considered the determinative one.

15. Jurisdiction

In case of legal disputes of the parties, the (Pesti Központi Kerületi Bíróság) Pest Central District Court (1055 Budapest, Markó Street 25) has the exclusive jurisdiction.

The current GTC enters into force on 1 January 2024 and valid until it is revoked.