

Terms and Conditions - BiaGoodFood

1. INTRODUCTORY PROVISIONS

1.1. Purpose of these General Terms and Conditions

The purpose of these General Terms and Conditions (hereinafter: the "GTC") is to define the terms and conditions governing the use of the online ordering platform operated by the Service Provider, the placing of orders, the sale of products, delivery, payment, and the exercise of related rights and obligations.

These GTC govern all legal relationships arising between the Service Provider and the person placing an order or using the website in connection with the use of the ordering platform, the placing of orders, the purchase of products offered by the Service Provider, and related customer service and consumer protection processes.

1.2. Service Provider details:

- Name: ZSIBAU Bt.
- Registered office and mailing address: 2051 Biatorbágy, Gábor Áron utca 1.
- Company registration number: 13-06-065301
- Registering court: Company Court of the Pest County Court
- Tax number: 20676034-2-13

1.3. Customer service and catering establishment:

The address and contact details of the customer service and catering establishment are:

- Address: 2051 Biatorbágy, Gábor Áron utca 1.
- Phone: +36 70 519 0341
- Email: info@biagoodfood.hu

1.4. Nature of the ordering platform and contractual relationship

The ordering platform is an electronic commerce channel that enables the online ordering of the Service Provider's products.

The contract arising from an order placed through the ordering platform is concluded in all cases between the Service Provider and the User.

The technical, IT, operational or system support services used to operate the ordering platform do not, in themselves, make such technical service provider a party to the contractual relationship established between the User and the Service Provider.

By placing an order, the User acknowledges that the Service Provider is responsible for the preparation, availability, handover or delivery of the ordered products, as well as their quality and the performance of the contract.

1.5. Specific features of electronic contracting

Orders are placed electronically. An order placed under these GTC constitutes a contractual declaration made electronically.

The language of the contract is Hungarian.

The Service Provider informs the User that the contract concluded by placing an order does not constitute a written contract and is not separately filed by the Service Provider; however, the order data are recorded in the Service Provider's own systems.

The Service Provider further informs the User that it does not submit itself to the provisions of any code of conduct, unless it provides separate information to that effect.

1.6. Familiarisation with the terms and conditions

The User is required to familiarise themselves with the provisions of these GTC before placing an order.

By finalising the order, the User declares that they have read and understood the contents of these GTC and acknowledge them as binding upon themselves.

If the User does not accept the provisions of these GTC, they are not entitled to place an order.

2. SCOPE, ACCEPTANCE AND AMENDMENT OF THE GTC

2.1. Personal scope of the GTC

These GTC apply to any natural person, legal entity or other organisation that visits or browses the ordering platform, requests information, places an order, or uses the services provided by the Service Provider in any manner (hereinafter: the "User").

If the User is a natural person acting outside the scope of their profession, independent occupation or business activity, they shall be considered a consumer for the purposes of these GTC.

2.2. Material scope of the GTC

These GTC apply to the ordering of products available through the ordering platform and to the use of related services, in particular:

- a) the online ordering process,
- b) the selection of products and placing them in the cart,
- c) finalising the order,
- d) payment,
- e) delivery or collection,
- f) information related to the fulfilment of the order,
- g) complaint handling and enforcement of rights.

2.3. Acceptance of the GTC

When placing an order, the User must declare that they have read and accepted the provisions of these GTC.

The ordering process may only be finalised if the User expressly confirms their acceptance of the GTC on the ordering platform.

Acceptance of the GTC becomes part of the contract concluded between the Service Provider and the User.

2.4. Availability of the GTC

The Service Provider ensures that these GTC are continuously available on the ordering platform.

The User is entitled to view, download or print the contents of the GTC.

2.5. Amendment of the GTC

The Service Provider reserves the right to unilaterally amend the provisions of these GTC. Amendments to the GTC may be particularly justified in the event of:

- changes in legislation
- changes to the operation of the service
- the introduction of new functions or services
- technical or operational reasons

The amended GTC shall take effect from the date of publication on the ordering platform. The amendment shall apply to orders placed after its entry into force.

3. USE OF THE ORDERING PLATFORM

3.1. Methods of placing an order

The User may order the products offered by the Service Provider in the following ways:

- a) online through the ordering platform,
- b) by telephone, using the Service Provider's customer service telephone number.

In the case of a telephone order, the information required to place the order shall be recorded by an employee of the Service Provider.

In the case of orders placed by telephone, the provisions of these GTC shall apply accordingly.

3.2. Selection of products

The User may view the products offered by the Service Provider on the ordering platform, their main characteristics, prices and, where available, other related information.

The selected products may be added to the cart on the ordering platform and subsequently finalised during the ordering process.

Product images displayed on the ordering platform are for illustrative purposes and may, in certain cases, differ from the appearance of the product actually delivered.

3.3. Contents of the cart

During the ordering process, the User may view, modify or delete the contents of the cart at any time.

The cart contains, in particular:

- the selected products,
- their quantities,
- the expected total price of the order,
- and any additional fees that may be charged.

Before finalising the order, the User must ensure that the contents of the cart correspond to their intention to place the order.

3.4. Providing order details

To place an order, the User must provide the information necessary to fulfil the order, in particular:

- their name,
- their telephone number or other contact details,
- the delivery address,
- and the selected payment method.

The User must provide true, accurate and complete information during the ordering process.

3.5. Finalising the order

By finalising the order, the User makes an offer to the Service Provider to purchase the selected products.

Before submitting the order, the User is entitled to check and modify the information provided.

After the order has been submitted, the order details may only be modified by directly contacting the Service Provider, provided that the fulfilment of the order still allows for such modification.

3.6. Receipt of the order

The Service Provider may confirm receipt of the User's order electronically. The purpose of the confirmation message is to confirm that the order has been received by the Service Provider's system.

Confirmation of receipt of the order does not, in itself, necessarily constitute acceptance of the order.

3.7. Incorrect price or technical error

If an obviously incorrect price or other technical error appears on the ordering platform despite all reasonable care, the Service Provider is not obliged to provide the product under the incorrect terms.

An obviously incorrect price includes, in particular, a price that differs significantly from the generally expected price of the product or that appears incorrectly as a result of a technical error.

In such cases, the Service Provider is entitled to reject the order or make a new offer under the correct terms.

4. CORRECTION OF DATA ENTRY ERRORS

4.1. Possibility of correcting data entry errors

During the ordering process, the User has the opportunity to check and modify the information they have provided until the order is finalised.

The ordering platform allows the User to review the contents of the cart and the information provided before submitting the order and to correct them if necessary.

The User is entitled, in particular, to:

- modify the contents of the cart,
- change the quantity of the selected products,
- delete a product from the cart,
- correct the personal and delivery information provided.

4.2. Reporting errors after submitting the order

If the User notices an error in the information provided after submitting the order, they must notify the Service Provider without delay, in particular by telephone or through the customer service contact details.

The Service Provider shall, where possible, fulfil the request for modification if the processing or fulfilment of the order still allows for it.

If the fulfilment process has already commenced, the requested modification cannot necessarily be guaranteed.

4.3. Consequences of incorrect data

The Service Provider shall not be liable for fulfilment errors, delays or failed deliveries resulting from inaccurate or incomplete information provided by the User.

This may include, in particular:

- an incorrect or incomplete delivery address,
- an incorrect telephone number,
- missing information required to identify the order.

5. BINDING NATURE OF THE OFFER, CONFIRMATION AND CONCLUSION OF THE CONTRACT

5.1. The User's offer

An order placed through the ordering platform constitutes an offer by the User to purchase the selected products.

By submitting the order, the User undertakes to accept the ordered products and to pay the price of the order in accordance with the selected payment method.

5.2. Confirmation of receipt of the order

The Service Provider may confirm receipt of the User's order electronically by sending an automatic confirmation message.

The automatic confirmation serves solely to confirm that the order has been received by the Service Provider's system and does not, in itself, constitute acceptance of the order.

5.3. Conclusion of the contract

An order placed by the User constitutes an offer.

The contract between the Service Provider and the User is concluded upon the Service Provider's express acceptance of the order.

Acceptance shall be deemed to have occurred in particular if the status of the order in the system changes to "Processed", "Accepted" or an equivalent status, or if the Service Provider sends a separate electronic notification confirming acceptance.

The Service Provider is entitled to reject an order, in particular due to lack of stock, excessive workload, technical obstacles or other operational reasons.

5.4. Orders placed by telephone

In the case of an order placed by telephone, the contract is concluded upon acceptance of the order by the Service Provider.

During a telephone order, an employee of the Service Provider records the information necessary to fulfil the order.

The provisions of these GTC shall apply accordingly to orders placed by telephone.

5.5. Verification of order details

If the User notices an error in the information contained in the confirmation message, they must notify the Service Provider without delay.

The Service Provider shall correct the error where possible, provided that the processing or fulfilment of the order still allows for such correction.

6. RULES REGARDING PRODUCTS, PRICES AND INFORMATION

6.1. Presentation of products

The Service Provider provides information on the ordering platform about the available products, their main characteristics and, where available, information concerning ingredients and allergens.

The purpose of the information displayed on the ordering platform is to provide the User with appropriate information about the products before placing an order.

If the User has any further questions regarding the products, their ingredients or allergen content, they are advised to contact the Service Provider's customer service before placing an order.

6.2. Product images and illustrations

Product images displayed on the ordering platform are for illustrative purposes.

The appearance of the product actually delivered – particularly in the case of food – may differ from the representation shown in the image.

Such a difference does not, in itself, constitute defective performance.

6.3. Information regarding allergens and cross-contamination

The Service Provider endeavours to make information regarding allergens in the products available on the ordering platform and, upon request, by other means as well.

The products may be prepared and packaged in the same kitchen environment; therefore, despite the utmost care, the presence of traces of allergens or cross-contamination cannot be ruled out with absolute certainty.

Accordingly, the Service Provider does not guarantee that the products are completely free of allergens.

In the case of severe food allergies, food intolerances or special dietary sensitivities, the User is required to obtain individual information before placing an order and to decide at their own responsibility whether to consume the product.

The Service Provider shall not be liable for health consequences arising from the User consuming a product despite being aware of the above information and where the possibility of cross-contamination exists, except where the damage is attributable to the Service Provider's unlawful, intentional or grossly negligent conduct.

6.4. Ordering age-restricted products

If the User orders an alcoholic beverage, energy drink or other product subject to an age restriction under applicable law, by placing the order they declare that they are legally entitled to purchase the product and have reached the age of 18.

The Service Provider or the person making the delivery is entitled to verify the age of the User or recipient before handing over the product by requesting the presentation of a valid official photo identification document.

If the age cannot be verified, the recipient refuses to present identification, or it is established that the recipient is not entitled to receive the product, the Service Provider is entitled to refuse delivery.

In such cases, the Service Provider shall not be liable for the failure of the order and is entitled to claim from the User any documented and reasonable costs already incurred in connection with fulfilling the order, in particular preparation, packaging and delivery costs.

6.5. Product prices

The prices displayed on the ordering platform are the gross purchase prices of the products.

In addition to the product price, the Service Provider is entitled to charge other fees clearly and itemised in advance on the ordering platform, in particular packaging fees, delivery fees, system usage fees and the mandatory redemption fee (DRS) prescribed by law.

Before finalising the order, the User is informed of the total amount payable.

6.6. Minimum order value and discounted delivery conditions

The Service Provider is entitled to determine a minimum order value as well as a threshold for free or discounted delivery.

These conditions are indicated on the ordering platform.

6.7. Differences between online and on-site prices

The Service Provider expressly reserves the right for the prices displayed on the ordering platform to differ from the prices applied at the Service Provider's physical premises.

The prices and fees displayed on the ordering platform at the time the order is placed shall apply to the User in all cases.

6.8. Delivery fee

The delivery fee, where applicable, is indicated during the ordering process.

Before finalising the order, the User is informed of the total amount payable, which includes the price of the products and any applicable delivery fee.

6.9. Incorrect price or technical error

If an incorrect price or other technical error appears on the ordering platform despite all reasonable care, the Service Provider is not obliged to provide the product under the incorrect terms.

An obviously incorrect price includes, in particular, a price that differs significantly from the generally expected price of the product or that appears as a result of a technical error.

In such cases, the Service Provider is entitled to reject the order or make a new offer under the correct terms.

6.10. Coupons, promotions and loyalty discounts

Unless otherwise stated, coupons, promotional codes, discounts and loyalty points provided by the Service Provider cannot be exchanged for cash, cannot be combined with other discounts, and, as a general rule, only one discount may be applied to an order.

The Service Provider is entitled to determine the terms and conditions for the use of coupons and promotions, including in particular their period of validity, eligible persons, minimum order

requirements and exclusions.

In the event of misuse or a reasonable suspicion thereof – in particular multiple registrations, use of fictitious accounts, unauthorised accumulation of coupons or misuse of a promotion – the Service Provider is entitled to unilaterally invalidate the discount, reject the order or exclude the User from the relevant promotion.

7. PAYMENT TERMS

7.1. Payment method

The User may pay for the ordered products using one of the payment methods indicated on the ordering platform.

The payment methods available for a particular order are indicated during the ordering process.

The Service Provider is entitled to unilaterally modify the available payment methods.

7.2. Payment upon fulfilment of the order

If a payment method is selected during the ordering process under which payment is made upon receipt of the product, the User must pay the price of the order at the time of receipt.

The User is responsible for ensuring that the amount required for payment is available at the time of receipt.

7.3. Electronic payment

If an electronic payment option is available on the ordering platform, payment is processed with the assistance of an external payment service provider.

The payment transaction is carried out within the payment service provider's system.

The Service Provider does not have access to payment data; such data are handled exclusively by the payment service provider.

7.4. Payment obligation

By placing an order, the User undertakes to pay the price of the ordered products in accordance with the selected payment method.

The User is obliged to accept the ordered products and pay the price thereof.

7.5. Issuing receipts and invoices

The Service Provider shall issue a receipt for the ordered products in accordance with applicable legislation and shall make it available to the User in paper or electronic form in connection with fulfilment.

If the User requests an invoice, they must provide the invoicing details completely and accurately when placing the order.

The Service Provider is not obliged to fulfil an invoice request submitted after the order has been closed, unless required to do so by law.

The User is responsible for ensuring that the invoicing details are provided accurately.

7.6. Tips and service charges

During the ordering process, the User may have the option to provide a tip to the courier or restaurant in addition to the total amount payable.

Giving a tip is always voluntary and is not a condition for placing or fulfilling an order.

Tips paid online or electronically are handled by the Service Provider in accordance with applicable tax and accounting legislation.

The Service Provider may charge a service fee for certain types of orders or services, particularly in the case of on-site consumption or catering services provided on the premises.

The Service Provider shall provide clear information about the amount and application of the service fee before the order is finalised.

8. DELIVERY AND FULFILMENT TERMS

8.1. Method of fulfilment

The Service Provider shall provide the ordered products to the User in accordance with the fulfilment method selected during the ordering process.

Fulfilment may take place in particular:

- by delivery to the address provided by the User, or
- by personal collection, if this option is available on the ordering platform.

The fulfilment methods available for a particular order are indicated during the ordering process.

8.2. Delivery area

Delivery is available exclusively within the geographical area specified by the Service Provider.

Information regarding the delivery area is indicated on the ordering platform.

If the delivery address provided is outside the delivery area, the Service Provider is entitled to reject the order.

8.3. Fulfilment time

The expected fulfilment time of the order is indicated during the ordering process.

The stated fulfilment time (preparation and delivery time) is for information purposes only and may be affected in particular by:

- the volume of orders,
- traffic conditions,
- weather conditions,
- the Service Provider's workload,
- increased traffic during holiday periods,
- other technical or operational circumstances.

The Service Provider endeavours to fulfil orders within the specified time; however, the indicated time does not constitute a strict deadline for performance.

Delays resulting from such circumstances do not, in themselves, constitute a breach of contract.

The User acknowledges that failure to accept the ordered products or failure of delivery does not automatically release the User from the obligation to pay.

8.4. Delivery procedure and place of handover

Delivery shall be made to an accessible handover point at the address provided by the User.

Unless expressly agreed otherwise, the courier shall, as a general rule, deliver the order to the entrance, gate, reception desk or other reasonably accessible handover point of the building.

The User is responsible for ensuring that the address provided is accurate and accessible and that the handover can be completed as quickly as reasonably possible.

8.5. Unsuccessful handover and failed delivery

The courier shall wait for a maximum of 10 minutes for the handover and shall attempt to contact the User using the contact details provided.

If the User cannot be reached, delivery at the specified address is not possible, or the User refuses to accept the order, the delivery shall be deemed unsuccessful.

In such cases, the Service Provider is not obliged to provide another delivery attempt and is entitled to claim from the User any documented and reasonable costs incurred in connection with the failed fulfilment and, if the price of the order has not yet been paid, the price of the ordered products.

8.6. Obstacles to fulfilment

If fulfilment of the order is not possible for a reason beyond the Service Provider's control, the Service Provider is entitled to reject the order or modify the fulfilment date.

Such reasons may include in particular:

- force majeure,
- traffic or technical obstacles,
- shortage of raw materials,
- or other circumstances significantly affecting the Service Provider's operations.

The Service Provider shall inform the User of such circumstances where possible.