

General Terms and Conditions

The present general terms and conditions (hereinafter: “GTC”) shall regulate and specify the conditions of registrations made by Customers (hereinafter: “Customers” or “Customers”) on the website www.awear.store (hereinafter: “Website”) operated by Awear Concept Kft. (hereinafter: “AWEAR” or “Company”); furthermore the GTC shall define the conditions and related relevant circumstances when using the webshop available on the Website, which allows Customers to purchase products from AWEAR.

Accepting the present GTC, and the Privacy Policy of AWEAR is a prerequisite for placing an order through the Website. The Policy forms an integral part of the present GTC and shall be construed in accordance with the provisions of the Policy. The Privacy Policy is available [here](#)

1. AWEAR company data

Company name: Awear Concept Kft.

Registered seat: 1126 Budapest, Szendrő utca 8

Tax number: 27845639-1-43

Registration number at the Budapest Metropolitan Court as Court of Registration: 01-09-400399

E-mail address: contact@awear.store

Phone number: +36 30 542 4715

Language: English or Hungarian

Customer Care Team is available from Monday to Friday, 9am to 4pm CET.

2. GTC amendments

AWEAR is entitled to amend in part or in whole the present GTC at any time. The Company will inform Customers as well as visitors to the Website on the latest amendment of the GTC. The GTC and the respective amendment shall be effective as of its publication.

3. Website

3.1. Geographical scope

The Website is available with an appropriate device from anywhere in the world via the www, but delivery of purchases made can only be to an address in Hungary. In special cases, where a delivery to another country apart from Hungary is required, it is recommended Customers contact the Customer Care Team.

3.2. Use of Website conditions

The services and Webshop provided by AWEAR are available solely through the Website, and there are no specific restrictions to using it.

3.3. Website content

AWEAR's website provides information on its business as well as a webshop, which allows Customers to purchase quality, sustainable-focused clothing and accessories from various Hungarian and Polish brands directly through the Website.

4. The continuous operation of the Website

The Company shall use its best endeavours to ensure the continuous availability of the Website and the Service available on the Website, however, AWEAR cannot guarantee the continuous operation of the Website. AWEAR shall not be liable for any direct or indirect damages resulting from technical breakdown or destructive operations of third party programs or applications, independent of the Company.

AWEAR reserves the right to restrict or suspend the availability of the Website at any time if it is necessary for the security, maintenance and proper functioning of the Website. The Company may modify or improve the Website at any time and may expand the range of services provided.

5. Customer registration

5.1. Creating a Customer account

In order for a Customer to be able to purchase items from the Website, it is not necessary to create an account (hereinafter: "Account"), however it is recommended as it will result in an easier checkout process in the future.

The Customer shall be responsible for the accuracy and authenticity of the details provided during registration. The Customer shall be solely responsible for updating any data given during the registration that have changed.



By creating an Account, Customers can save their shipping and billing details for an easier and faster checkout in the future, and will also be able to review their order history.

Registration as a Customer is done by entering the Customer's name (last name and first name), contact details (e-mail address, phone number) and creating a password. After registration, the Customer is able to provide their billing and shipping information. This data can be changed by the Customer both during or after they register. The Customer may decide to delete their Account at any time, however, in the case of a pending order, the Account may not be deleted until the order has been delivered. If the Customer intends to delete their Account, they should notify AWEAR at contact@awear.store.

5.2. Account confidentiality and security

The Customer shall be responsible for ensuring the confidentiality and security of their Account. The Customer shall be responsible for the disclosure of login details to third parties. The Customer shall promptly inform AWEAR if there is any suspicion of loss, theft or other compromise of their login details, or of any suspected or actual unauthorised access to their Account. The Customer shall be responsible for the use of the Account and any statement made via the Account.

6. Online purchase

Visitors do not have to register to be able to browse the Website or to place an Order, but registering and creating an Account with AWEAR will allow the Customers to fully enjoy the benefits of the Website.

6.1. The Shopping Cart

The Cart holds the products the Customer selects to purchase (hereinafter: "Product") until the Customer removes or purchases them, or until the Product is automatically removed from the Cart because it becomes unavailable (e.g. goes out of stock). The Products will remain in the Cart even after the Customer leaves the Website.

AWEAR may send email notifications to the Customer's email address provided during registration while the Customer is logged into their account, reminding them of Products left in their Cart after leaving the Website.



Please note that the Products in a Customer's Cart are not reserved for them until the Customer places the order and purchases the items, and can be purchased by other Customers in the meantime. After selecting the 'Cart' menu item on the Website, Customers are able to make changes to the Products that their Cart contains, for example they can remove a Product from the Cart or change the Product size.

6.2. Placing an Order

In order to purchase Products available on AWEAR's Website, Customers firstly have to place the desired Product or Products into their Cart. After the Customer has finished browsing and selecting Products, they indicate the wish to purchase the selected Products by clicking on the 'Proceed to checkout' button on the 'Cart' menu. After clicking on the 'Proceed to checkout' button the Customer is able to check the items they intend to purchase (Order Summary).

In the checkout section Customers are required to enter their shipping and billing addresses, as well as their payment information, in the relevant fields. Customers can browse their address book to choose their preferred shipping and billing addresses for the Order, if such details were provided either when or after they registered on the Website.

During checkout the Customer can choose their preferred shipping method from the options listed on the Website. The fee to be paid after each shipping method will be displayed, along with the shipping method it refers to. Orders of 40000 HUF or above are delivered free of charge. Orders can only be shipped within Hungary. If a Customer requires shipping to any other country, they should email contact@awear.store to discuss possible solutions.

During the whole checkout procedure, Customers are provided with the opportunity to review and edit their Order and the information they entered, and to check the final cost of their Order. Customers are also able to enter a discount code before they place an Order.

Finally, Customers must indicate that they read and accept the AWEAR GTC and Privacy Policy, which is a precondition to placing an Order.

When a Customer clicks on the 'Payment' button, they submit their Order and proceed to the relevant payment page, depending on the chosen payment method. Please note that cash on delivery is not available at AWEAR. When payment is confirmed, AWEAR will send an automated confirmation email acknowledging



receipt of the Order. A confirmation email, setting out the details of the ordered Product(s) shall be sent without delay, but no later than 48 hours after the Order has been submitted, to the email address the Customer has previously provided.

Between the period when the Order is confirmed and the contract is concluded, as set forth in section 7.3 below of the present GTC, the Customer has the opportunity to update their Order by sending an email to AWEAR at contact@awear.store. Due to the nature of the webshop, AWEAR cannot guarantee that an updated Customer Order can be dispatched, since some products might already be out of stock by the time the Order has been updated.

If an Order cannot be fulfilled, AWEAR will notify the Customer within a maximum of seven calendar days from when the Order was placed via email by the Customer. In such a case, AWEAR will give the Customer the option to choose another Product or to cancel their Order.

6.3. Concluding the Contract

The Customer concludes a written sale and purchase contract with AWEAR once AWEAR sends an email to the email address provided by the Customer at the time of placing the Order, confirming the dispatch of the Products. The contract to be concluded will not be registered or refer to any code of conduct, but will be sent in electronic form in Hungarian, which, according to section 6:7 (3) of the Act V of 2013 on the Hungarian Civil Code (hereinafter: "HCC"), will thus be deemed to be a written contract.

7. Prices

All Prices shown on the Website are in Hungarian Forints and include value added tax (VAT) in accordance with Hungarian tax regulations, but do not include shipping fees.

Shipping fees, as stated under section 7.2 of the present GTC, are indicated alongside with the shipping methods, and are displayed separately at checkout. Orders above 40000 HUF are shipped free of charge.

If clearly incorrect Prices are displayed on the Website, for example an incorrectly low Price is indicated caused by a system malfunction, AWEAR reserves the right to decline the order and shall not dispatch the Product at the incorrect Price.

7.1. Discounts and Promotions



AWEAR is entitled to offer discounts (hereinafter: “Discounts”) and special offers and promotions (hereinafter: “Promotions”) to Customers at times and for durations determined solely by AWEAR. The availability and conditions of such Discounts and Promotions shall be indicated by AWEAR on the Website to inform Customers. AWEAR is entitled to introduce, terminate, and modify Discount and Promotion conditions at its own discretion, changes to which shall be indicated on the Website to inform the Customers without delay.

AWEAR may also provide certain discount codes (hereinafter: “Discount Code”) that can be used by Customers within a limited timeframe. Discount Codes offer either a percentage off or a specified amount of money off the full Price of an item(s) displayed on the Website.

8. Payments and Invoicing

8.1. Payments

Customers are required to pay the total purchase price of their Order together with the shipping fee before it is dispatched by AWEAR. Customers can pay the purchase price and shipping fee by providing their credit or debit card details via PayPal, or via regular bank transfer.

For Customers wishing to pay with a credit or debit card, AWEAR uses the services of PayPal and accepts the following types of credit cards:

- Visa,
- Mastercard,

In all cases, the payment process related to the placing of the Order, depending on the payment method chosen by the Customer, is processed by a third-party payment processor, which means the Customer shall be bound by the terms of that third-party payment processor. Security during the transaction is ensured by the Third Party payment provider.

8.2. Invoicing

AWEAR issues an electronic invoice before dispatching an Order. AWEAR will send the issued electronic invoice to the Customer via email when notifying them of the dispatch of their Order.

9. Shipping and Order Tracking



AWEAR will dispatch the Customer's Order without undue delay within the timeframe stated at the moment the Customer puts in an Order. Dispatch times may vary for various types of products, and in the case of an Order containing multiple Products, the longest dispatch time should be taken into consideration. The delivery times given at the moment of Order are only estimates and are measured from the day of dispatch.

Once the Package has been dispatched, the designated Package carrier will email the Customer with relevant information about the shipping. AWEAR will inform Customers of any change in Package status that they had been informed of by the carrier. Customers can track their Order on the respective carrier's website in accordance with the terms specified by that carrier.

10. Order Cancellation and Returns

10.1. Cancelling an Order (Right of Withdrawal)

A Customer may withdraw from the contract and return the ordered Product within 14 days from their receipt of the Product, without giving reasons, based on European Parliament and Council directive 2011/83 / EU and Regulation 45/2014 on the detailed rules for consumer-business contracts. Customers are entitled to cancel their Order fully or partially. The 14-day period starts from the day on which the Customer or a third party other than the carrier designated by the Customer takes over the product. If the Customer withdraws from the contract, they are obliged to notify AWEAR by email at contact@awear.store, providing the Order number and information on the items being returned that allow AWEAR to clearly identify them.

The Customer may also exercise their right of withdrawal between the date of conclusion of the contract and the date of receipt of the product. In this case, the cost of returning the Product to AWEAR must be paid by the Customer. Ordered product(s) must be returned to AWEAR in their original packaging and in an unused condition.

If exercising the right to return goods within 14 days of receiving them, the Customer shall not incur any costs, if using the return options listed by AWEAR. However, AWEAR may demand compensation for packaging or labelling damage.

The right of withdrawal does not apply to the Customer in the case of a non-prefabricated product which has been manufactured on the Customer's instructions or at their express request, or if a Product has been clearly tailored for the Customer.



The Customer is obliged to return the goods to AWEAR without undue delay, but in no case later than 14 days from the date of sending the notice of withdrawal to AWEAR.

This deadline will be considered met if the product is returned before the end of the 14-day period, or the Customer passes the product(s) to the chosen delivery company or dispatches them via postal services before the end of the 14-day period and is able to provide proof if requested.

AWEAR shall refund the paid amount to the Customer immediately, but not later than 14 days after the returned product has been received by AWEAR. AWEAR will refund the total cost of the product paid by the Customer, provided that the conditions mentioned below are met.

AWEAR will only accept the cancellation if the Product is in original condition, unless the Product is deemed faulty. In particular, but not exclusively, this means that:

- the Product must be unused, non-defective, not damaged
- the Product has not been washed or ironed
- a cancellation notice must be received within the 14-day deadline
- Product return was started no later than 14 days after the withdrawal notice

Refunds will be issued using the same payment method as the original payment method. The Customer may also contact AWEAR with any other questions or queries using one of the following contacts (English or Hungarian), from Monday to Friday between 9am-4pm CET:

+36 305424715

contact@awear.store

Customers are also entitled to use the statement sample provided in Annex 1 of the present GTC to exercise their right of withdrawal.

AWEAR shall not be obliged to pay back the Price of a Product if the returned item does not comply with the provisions of the present section.

10.2. Returns

In the case of a faulty product, the Customer must send a picture of the relevant Product to the Customer Service Team before returning it to AWEAR. The Customer Service Team will inform the Customer regarding the conditions of the return.



If either the Product is faulty, or the Customer exercises their right specified under section 10.1., the Products must always be returned with the original tags and accompanied by any related accessories (such as belts, ropes, fringes etc.).

When AWEAR receives the returned Product, a quality control procedure shall take place in order to determine the state of the returned Product. In the case of a valid complaint, the lowest available shipping option on the market is a baseline for the cost to be redeemed by AWEAR to the Customer. In all other cases direct costs incurred in relation to the return shall be borne by the Customer.

The Customer will receive a written notification via email when AWEAR receives the returned Product.

11. Terms of Contract Termination

The contract concluded between the Customer and AWEAR will be terminated once the Customer receives the Package, however the Customer is entitled to enforce their consumer rights in certain cases for up to two years following the day the Package is received by the Customer, in accordance with the provisions set forth in section 14 of this GTC.

The Customer is entitled to terminate the legal relationship established during registration at any time by an e-mail addressed to the Customer Service Team from their registered Account. AWEAR will comply with the request to cancel the Customer's Account as long as the Customer does not have a pending Order in progress.

AWEAR reserves the right to terminate a legal relationship with any Customer established via registration with 30 days notice, without giving reasons.

12. Copyright

The entire content of the Website and Company's social media accounts ([FB](#) and [Instagram](#)), in particular, but not limited to, the data, brochures, illustrations, descriptions, texts, graphics constitute the exclusive property of AWEAR, or are licensed for use and as such protected by copyright laws. Their use without the prior written consent of AWEAR violates AWEAR's copyright and has legal consequences. A link to the Website is permitted on other interfaces as long as the link leads to the main page of the Website. In neither case may the link be made in such a way as to make the Website or any of its internal pages or content appear as though it is the content of another website.

The use of the Service shall under no circumstances result in the source code being decrypted or deciphered by anyone, or otherwise infringing AWEAR's intellectual property rights. It is also forbidden to adapt or decrypt the content of the Website or certain parts. The use of any application that modifies or indexes the Website or any part of it (e.g. search engine crawler, or any other decryptor) is forbidden.

13. Liability

13.1. Liability for the products

13.1.1. Products on the Website

We have made every effort to display the colours and materials of the products that appear on the Website as accurately as possible; however, as computer monitors vary, we cannot guarantee that Products will be exactly the same as illustrated on AWEAR's Website.

Please note that AWEAR is not liable for damages resulting from natural amortisation, defect or negligent use, abnormal consumption or misuse or any other treatment that is not suited to the Product description or differ from the ordinary use of the Product arising from its nature.

13.1.2. Disputes on defective items (HU: 'kellékszavatosság')

In the case of any defective performance (HU: 'hibásteljesítés') of AWEAR products, the Customer is entitled to make a claim for a defective item within two years following the date of Delivery, based on the provisions of the Hungarian Civil Code.

The Customer must inform AWEAR immediately after discovering the faulty Product, but not later than within two months following the date of delivery.

Customers are entitled to make the following claims:

If a Product received by the Customer is defective due to a manufacturing fault, AWEAR will offer to repair the item or to exchange it. If the item cannot be repaired or the same item is no longer available, the Customer is entitled to a proportional price reduction or a voucher of the value decrease or, in the case of a return, the total value of the product, in the form of a Gift Card with no expiration date.

The Customer is entitled to update their chosen claim, but they are responsible for all the costs imposed by this update, unless the update was carried out by AWEAR.

In the case of a product defect being discovered within the first six months from the date the Package was delivered, the Customer shall inform AWEAR of the defect and prove that the item was provided by AWEAR. After the expiry of the above mentioned 6-month period, in the case of a product defect being detected, the Customer is required to prove that the defect of the Product discovered by them already existed at the time of Delivery.

13.1.3 Liability for defective products (HU: 'termékszavatosság')

If the Customer is a natural person, the Customer shall also have a right to make a claim against AWEAR for defective products as described in the present section of the GTC.

Please note that under Hungarian law the Customer needs to choose between the rights described under sections 13.1.2 and 13.1.3 of the present GTC, therefore the Customer is not entitled to make a claim against AWEAR on the basis of both sections.

If a product is defective, the Customer is only entitled to choose to have it repaired by AWEAR or require AWEAR to exchange the product. The Customer shall inform the Company of the defect without delay, but within two months from the date of its discovery at the latest. In the case of a defective product, the Customer is required to prove the defect of the product.

The product is deemed to be defective only if

- (i) it does not meet the quality requirements applicable by law to the particular product, or
- (ii) it does not have the characteristics set out in the description of the product delivered by AWEAR.

The Customer is entitled to make its claim against AWEAR within a two-year period following the date of Delivery.

13.2. Force majeure

AWEAR shall not be held liable for the contractual performance of the Order in cases attributable to external cause (force majeure) beyond AWEAR's control.

14. Complaints



AWEAR takes all feedback very seriously and aims to achieve a friendly settlement of any complaint by Customers as quickly and as effectively as possible, therefore AWEAR makes all efforts to settle any dispute or disagreement between AWEAR and aCustomer out of court or authority in an amicable way.

For complaints relating to Orders placed through the Website please send the Customer Service Team an email, detailing all aspects of the complaint, the order number, contact info and any other relevant information. AWEAR shall answer every written complaint in writing within thirty days from receipt. If AWEAR rejects the complaint, it shall state the reasons for rejecting it. AWEAR shall keep the record of the complaint for five years and present it to the competent authorities upon request.

Customer Service Team contact details, available Mon-Fri, 9am-4pm CET:

Phone: +36 305424715

Email address: contact@awear.store

Customers may turn to the following authorities with their complaints if their complaint is rejected by AWEAR:

Budapest Főváros Kormányhivatala, V. Kerületi Hivatal, Fogyasztóvédelmi Főosztály (Consumer Protection Department of the Government Administration Office at District V. of Budapest Capital), 1051 Budapest, Sas u.19. III. em., Hungary, +36-1-450-2598, fogyved_kmf_budapest@bfkh.gov.hu

Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Conciliation Panel established by the Chamber of Commerce and Industry of Budapest), 1016 Budapest, Krisztina krt. 99., Hungary, +36-1-488-2131, bekelteto.testulet@bkik.hu

The Conciliation Panel is responsible for resolving consumer disputes outside of court. Conciliation Panels are assigned to try to reach an agreement between the Customer and AWEAR in order to settle the dispute, and if it fails to do so, it shall decide on the matter in order to ensure that the consumer rights are enforced in a simple, quick, efficient and cost-effective way. At the request of the Customer or AWEAR, the Conciliation Panel advises the Customer on its rights and obligations.

AWEAR is obliged to cooperate in the Conciliation Panel's proceedings, therefore AWEAR shall send its reply to the Conciliation Panel and ensure the participation of the person authorised by AWEAR to reach an agreement at the hearing organised by the Conciliation Panel.



Customers are also entitled to use Online Dispute Resolution which is a platform offered by the European Union.

15. Miscellaneous

The present GTC is governed by the laws of Hungary. Issues not regulated in the present GTC shall be governed by the applicable Hungarian laws and regulatory requirements regarding the business activity related to the Service of AWEAR and the applicable provisions of the Hungarian Civil Code without any separate stipulation.

Please accept the GTC only if you agree with all of the above conditions.

If you have any further questions regarding the GTC, please contact us at contact@awear.store.

16. Version Details

The GTC was issued on 1st Aug 2022, as version 1 of the GTC (v1) and is effective from September 1, 2022.

Annex 1

Sample Statement for Withdrawal

The following form may be used by a Customer wishing to exercise their right of withdrawal in relation to their Order. The form should be send via email to contact@awear.store

Recipient: AWEAR Concept Kft. (address: 1126 Budapest, Szendrő utca 8, Hungary); e-mail: contact@awear.store

I hereby declare that I exercise my right of withdrawal in respect of the Contract (Order number: ...) concluded between me and AWEAR for the sale of the following product(s):

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.....

Customer Full Name:

.....
.....

Customer Address:

Date: