

## General Terms and Conditions

These general terms and conditions (hereinafter referred to as "GTC") govern the terms of purchase in the online store (hereinafter referred to as "Webshop") operated by GastroXperience Kft. (company registration number: 01 09 861890, registered office: 1051 Budapest, Október 6. utca 22., tax number: 13564955-2-41, email address: reteshaz@reteshaz.com, phone number: +36 1 428 0134, hereinafter referred to as "Seller") under the domain reteshaz.com. The Seller is a company engaged in the production and sale of confectionery and bakery products, cakes and pastries (hereinafter collectively referred to as "Products"), and as such, the Seller guarantees that it has all the necessary official permits for the production and distribution of the Products.

### I. General Provisions:

1. The Seller shall publish these GTC in a clearly visible place on the website and shall inform the Buyer that these contractual terms are not individually negotiated and have been unilaterally determined by the Seller, without the Buyer's involvement. In view of this, the Buyer acknowledges that before finalizing the purchase, they must declare that they have read and accepted these GTC in full, otherwise the product sales contract between the Parties will not be concluded.
2. Buyers acknowledge that the Seller is entitled to unilaterally amend these GTC at any time, which shall enter into force upon publication and shall apply to legal transactions concluded after the entry into force.
3. The sales contract between the Buyers and the Seller for the purchase of the Products shall be considered an electronic contract within the meaning of Section 6:82 of the Civil Code, which is concluded through the Seller's website, by the Buyer clicking on the selected Product or Products, adding it to the "Basket" or clicking on the "Payment" button in the desired quantity, after providing their personal data (for details, see the Privacy Policy), and after finalizing the purchase, these GTC, the Privacy Policy, and in the case of a person under the age of 16, the explicit and full approval of the parent exercising parental supervision in respect of the processing of personal data, makes a declaration of purchase.
4. The exact content of the contract between the Parties shall be the purchase offer made by the Buyer and its confirmation by the system together, unless the confirmation differs from the purchase offer (e.g. the given Product has run out in the meantime, its preparation is not possible for some reason), in which case it shall only become a contract upon acceptance (confirmation) of the Buyer's new, modified purchase offer.
5. The Seller informs the Buyer that the contract concluded as described above is considered a written contract in Hungarian, which the Seller keeps and stores electronically under a so-called purchase identifier with the data specified in the Privacy Policy, for the period and legal basis specified therein, for the general limitation period (5 years) according to the Civil Code.

### II. The process of shopping in the webshop - Placing an order

1. **Products** 1.1. The Seller declares that only strudels, other desserts/cakes, and merchandising products can be purchased in the Webshop. 1.2. Strudels can only be purchased in boxes, in the following sizes: 3 (three), 6 (six), 10 (ten), 20 (twenty) pieces of normal size strudels. The strudels are priced per unit (i.e. each has the same price), which the Seller indicates at the box arrangement of the strudels (i.e. it

indicates how much, for example, a box of 10 pieces costs). The Seller also informs Buyers that the strudels must be placed in boxes during the purchase regulated in these GTC, i.e. the Buyer first selects the unit box published by the Seller, into which they can then put the desired strudel flavors in the above quantities. The Seller draws the Buyer's attention to the fact that the Buyer can put as many strudels into the selected size box as can fit into the given box, i.e. neither more nor less Products can be put into it.

## 2. **The order process:**

1. Orders can be picked up during opening hours (every day 10:00-23:00), at least 4 hours after the order. We will always notify you by e-mail when your order is ready. Without the e-mail confirmation, we will not be able to prepare the strudels for the ordered time. 1.1. Currently, it is not possible to order with delivery through our website.
2. After selecting the strudel box, the Buyer enters a new interface where they can select the type of strudel and the number of pieces they require. In doing so, they can choose from 12 basic types: curd, sour cherry-curd, apricot-curd, raspberry-curd, sour cherry, plum, apricot, poppy seed, sour cherry-poppy seed, apple-poppy seed, apple, cabbage. And other daily strudels on a seasonal basis. In the case of orders placed by type, the Seller will determine the exact contents of the box. 2.1. The above point 2 applies only to strudels. In the case of other confectionery/bakery products and merchandising products, the Buyer can specify exactly on the website which product and at what delivery time they wish to purchase.

**Further provisions regarding the order - payment** 3.1. After the Buyer has collected the Products they wish to purchase, they can modify, add new items or delete items, or even empty the entire contents of the basket. 3.2. After collecting the Products in the basket, and if the Buyer clicks on the "Payment" button without further purchase, the interface will automatically load on the website where, after providing their personal data (for details, see the "Privacy Policy"), they can finalize the purchase, which at the same time records their declaration of intent to purchase. 3.3. We draw your attention to the fact that the accuracy and authenticity of the data provided by the Buyers is the sole responsibility of the Buyer. The Service Provider expressly excludes its liability for damages and any costs arising from incorrectly provided data. 3.4. The Buyer may modify, correct or, if necessary, delete the personal data provided by them, both the quantity and the selectable parameters of the selected Products before clicking on the "Send Order" button. 3.5. Prior to finalization, the Buyer declares that they have read and understood these GTC and the Privacy Policy, and in the case of a person under the age of 16, the person exercising parental supervision consents to the processing of the Buyer's personal data. With the above declarations, the Buyer declares that they wish to carry out the purchase in question, conclude the sales contract and place the order with the knowledge of the above and this document. 3.6. The purchase becomes final with the advance online payment (prepayment), during which the Buyer confirms the total amount (purchase price) in the basket by initiating a transaction with a bank card, thereby simultaneously ordering the Products from the Seller. This transaction constitutes a purchase offer to which the Buyer is bound. We hereby record that the payment is made with the SimplePay service provided by OTP Bank, where the Buyer can use MasterCard, Visa and Maestro cards. The Seller will not accept subsequent - even cash - payment. 3.7. The Buyer's contractual declaration made electronically shall become effective when it becomes accessible to the Seller. The time of payment of the purchase price shall be deemed to be when the full purchase price has been credited to the Seller's bank account

without any deficiency. 3.6. Following the payment according to Clause 3.7, the Számlázz.hu invoicing system will send the invoice to the e-mail address provided by the Buyer, which invoicing is done automatically. 3.8. The Seller shall send a confirmation e-mail about the order and the successful payment to the Buyer without delay, but no later than 48 hours, through the website provider and by the Buyer, at which time the contract is concluded, and from this time both Parties are obliged to perform - the Seller to prepare and deliver the Product and hand it over, the Buyer to take over the Product -. 3.9. The Buyer shall be released from the obligation to make an offer and the purchase price already paid shall be refunded in full if the confirmation of payment is not received without delay - i.e. within 48 hours at the latest. However, the late arrival of the confirmation may be caused by technical problems that may arise at the Seller, the website provider, Számlázz.hu or the Buyer, in which case the Buyers may request information from the Seller at the above contact details. If the Seller informs the Buyer that, through no fault of its own, it was not able to send a confirmation within the deadline, this shall not release the Buyer from the obligation to make an offer. 3.10. If any problem arises on the part of the Seller during or after placing the order (e.g. the Seller is unable to fulfill the order in the ordered flavors or quantities), our colleagues will contact the Buyer from the phone number +36 1 428 0134 to discuss a change of flavor, change of pick-up time or withdrawal from the purchase.

4. **Product pick-up** 4.1. The Seller can pick up the Product at the following pick-up address: Első Pesti Rétesház, 1051 Budapest, Október. 6. Utca 22. The Seller expressly draws the Buyer's attention to the fact that delivery is not possible for purchases made through the webshop. 4.2. Any pick-up damages due to incorrectly, inaccurately or insufficiently detailed data shall be borne by the Buyer in all cases. 4.3. If the Buyer does not pick up the Product at the pick-up address, the Buyer is entitled to pick up the Product at the Seller's premises within 24 hours, acknowledging that in this case the Products will lose their freshness. The Seller is not obliged to inform the Buyer separately of its right under this clause and excludes its warranty and liability in respect of the quality of the Product.
5. **Food industry provisions relating to Products:** 5.1. Our fruit strudels keep their freshness for 24 hours at room temperature and for 48 hours in a refrigerator in an airtight container. Storage of our poppy seed, cottage cheese and cabbage strudels is recommended only in a refrigerator, in an airtight container, for a maximum of 48 hours. 5.2. It is forbidden to put the Products in the freezer. 5.3. Our strudels contain gluten-containing cereals, eggs and ingredients made from them, our poppy seed and cottage cheese flavors also contain milk and ingredients made from it. All Products may contain - in traces - hazelnuts, walnuts and other allergens. The Seller excludes its liability for any damage caused by allergens. 5.4. Sour cherry, plum and other daily strudels may contain seeds.
6. **Seller's obligations:** 6.1. The Seller is obliged to prepare the Products within the agreed preparation deadline, in accordance with the standards and regulations required by the profession, and to hand them over to the Buyer if an e-mail confirmation has been sent to the Buyer. 6.2. The Seller is obliged to procure all necessary raw materials and equipment at its own expense.
7. **Buyer's obligations:** 7.1. The Buyer is obliged to take over the Product on the day of delivery after ordering and payment. The Buyer may only refuse to take delivery if they have obviously not received the Product they ordered or not in the quantity they ordered. 7.2. Any additional costs and damages due to incorrect, inaccurate or insufficiently detailed information shall be borne by the Buyer in all cases.

8. **Withdrawal, termination:** 8.3. In view of the fact that Government Decree 45/2014 (II.26.) (hereinafter referred to as the "Government Decree") does not cover confectionery products (cakes, food) as defined in Article 2(1), the Buyer shall not be entitled to withdraw from the contract after sending the order in the case of "same-day" orders, and the Buyer shall not be entitled to return the goods without giving reasons - within 14 days - after performance, which shall also apply in the case of orders for a later date. 8.4. In case of an order for a later date, the Buyer shall be entitled to withdraw from the contract, which they may exercise until 4:00 p.m. on the day before the performance deadline (later date). 8.5. In the case of other - non-perishable - accessories, the Buyer shall be entitled to withdraw from the contract without giving reasons. In this case, the Buyer is obliged to inform the Seller without delay. The Buyer may exercise the right of withdrawal from the order only in respect of non-confectionery product(s) within 14 days of receipt of the goods pursuant to Article 20 of the Government Decree.

### III. Enforcement of claims

1. **Complaint handling:** The Buyer may make any complaint directly to the Seller at the contact details provided by the Seller on the website. The Seller shall immediately investigate and, if necessary, remedy the oral complaint. If the Buyer does not agree with the handling of the complaint or if the complaint cannot be investigated immediately, the Seller shall immediately take minutes of the complaint and its position on it and provide a copy thereof:
- in the case of an oral complaint made in person, hand it over to the Buyer on the spot,
  - in the case of an oral complaint made by telephone or using other electronic communications services, send it to the consumer at the latest at the same time as the substantive reply within 30 days,
  - otherwise, it is obliged to proceed as specified for written complaints. The Seller is obliged to provide a unique identification number for oral complaints made by telephone or using electronic communications services. The minutes of the complaint shall contain the following: the Buyer's name, address, the place, time and manner of submission of the complaint, a detailed description of the Buyer's complaint, a list of documents, documents and other evidence presented by the Buyer, the Seller's statement of its position on the Buyer's complaint, if the complaint can be investigated immediately, the person taking the minutes and - except in the case of an oral complaint made by telephone or using other electronic communications services - the Buyer's signature, the place and time of taking the minutes, in the case of an oral complaint made by telephone or using other electronic communications services, the unique identification number of the complaint. The Seller is obliged to reply in writing to the written complaint - unless a directly applicable legal act of the European Union provides otherwise - within thirty days of receipt and to take action to communicate it. A shorter deadline may be set by law, and a longer deadline by law. The Seller shall give reasons for its refusal of the complaint. The Seller is obliged to keep a copy of the minutes of the complaint and the reply for five years and to present it to the supervisory authorities upon request. If the complaint is rejected, the Seller is obliged to inform the Buyer in writing that they may initiate proceedings with the competent authority or conciliation body - depending on the nature of the complaint. The information

shall also include the address, telephone and internet contact details and postal address of the competent authority and the conciliation body of the Buyer's place of residence or stay. The information must also cover whether the undertaking uses the conciliation body procedure to settle consumer disputes. The provisions of this clause shall apply if the Buyer is a consumer.

2. **Quality complaints and warranty** 2.1. The Seller provides a quality guarantee for the Products sold by it. 2.2. If the quality complaint against the Product relates to a visible property of the Product (e.g.: external damage), the Buyer is obliged to notify the Seller of the complaint at the time of receipt of the Product. If the quality complaint against the Product relates to a property of the Product that is not visible, the Buyer may notify the Seller of the quality complaint by the expiry date of the shelf life of the given Product, but no later than 24 hours after receipt of the Product. 2.3. If the ordered Product is defective, the Seller will replace it free of charge. 2.4. If the Seller is unable to replace the defective Product with an identical Product, the Seller may, at the Buyer's option, replace the ordered Product with another Product, compensate the Buyer afterwards or refund the purchase price to the Buyer. 2.5. Confectionery Products may show slight deviations from the characteristics or the colour photo on the Website in terms of size, design and decoration, for which slight deviations the Seller shall not be liable.
3. **Liability** 3.1. The Seller excludes its liability for damages resulting from late preparation of the Product. The exclusion of liability under this clause shall not apply in accordance with Article 314(1) of the Civil Code to damage caused intentionally, by gross negligence or by a criminal offence, or to damage caused by breach of contract harmful to life, physical integrity or health. 3.2. The Seller excludes its liability for damages caused by the malfunction of any accessories ordered with confectionery cakes. Under product liability rules, in such cases, the Buyer may claim damages directly from the manufacturer of the given Product.

#### IV. Final provisions

1. Matters not regulated in these GTC shall be governed by Hungarian law, including, but not limited to, Act V of 2013 on the Civil Code, Act CVIII of 2001 on certain aspects of electronic commerce and information society services, Act CLV of 1997 on consumer protection, and Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.
2. The Parties are obliged to act in good faith and to settle any disputes amicably if possible. The Parties agree to the exclusive jurisdiction of the Buda Central District Court and the Székesfehérvár District Court, depending on the value of the subject matter of the dispute, in the event of any legal dispute.
3. These GTC shall enter into force upon their publication, i.e. on 2 May 2024 and shall remain in force until amended by the Seller. In the event of amendments to the GTC,

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