

ÓDON-FON Ltd.
General Terms and Conditions

1. Basic principles

The General Terms and Conditions (GTC) set out below apply to all rental and sales transactions in which Ódon-Fon Kft., hereinafter referred to as the Service Provider, provides services (mainly rental and sales) to the User(s). In matters not covered by these GTC, or if the Parties wish to enter into a contract on terms and conditions that differ in part from these GTC, the Parties shall conclude a separate written agreement. These General Terms and Conditions shall also apply to all future transactions concluded with Ódon-Fon Kft.

The General Terms and Conditions of Users or Customers shall not apply to transactions with Ódon-Fon Kft. In the case of a written contract, the provisions of the contract shall prevail, and the provisions of the GTC shall prevail if the contract does not specifically provide for this.

Definitions of terms

Privacy Policy: the policy on the processing of personal data processed by the Service Provider.

Service: any service provided by the Service Provider, including in particular the Hiring and the Sale of Products, as well as any ancillary services related thereto.

The Service includes, but is not limited to, the provision of services, including, but not limited to, the provision of services, the supply of goods and services to the Customer, the provision of services to the Customer and the Service Provider.

Contract: the contract concluded or entered into between the User and the Service Provider for the provision of the Service. The offer and its acceptance, the order and its confirmation shall also be deemed to be a Contract, provided that they are in writing.

User: a party who consult the Service Provider's website.

Customer/Rensee: natural or legal person using the Service Provider's products for advertising spots, theatrical or film productions, exhibitions, other events.

Force majeure: an unforeseeable circumstance or event (natural disaster, war, strike, etc.) unforeseeable by the Service Provider at the time of the conclusion of the Contract.

2.

Name: Ódon-Fon Ltd.

Registered office: 18 Naszály út, 2600 Vác, Hungary.

represented by Zsolt Parádi

Tax number: 12903292-2-13

company registration number: 13-09-092230

Account holder financial institution: CIB Bank Zrt.

számlaszám: 10700323-27810307-51100005

email address: info@odon-fon.hu

telephone number: +36 20 351 4101

Hosting provider name: MAXER Hosting Kft.

Address of hosting provider: 9021 Győr, Arany János utca 31.

Hosting provider email address: info@maxer.hu

3. Website activity

The provider of the website is engaged in the business of renting antique objects. During the rental process, the provider retains ownership of the item, the item does not become the property of the User.

The User uses the website at his/her own risk and accepts that the Service Provider shall not be liable for any loss or damage arising from its use.

3.1. Renting via the website

The User can browse the website by using the menu items. The products are listed in categories.

Within certain categories, it is possible to select between further sub-categories.

The categories can be found by clicking on the drop-down menus Our offer/Supplies for hire or Our offer/Remaining products in the left-hand vertical menu bar of the website.

Clicking on a category name will open additional subcategories downwards and a list and photo of the products in the current category will be displayed to the right of the menu bar.

If all the products in a category do not fit on one page, the User can scroll to the bottom of the page and click on the additional page numbers to "scroll" through the list of products.

The detailed product page can be accessed by clicking on the products, where clicking on the calendar icon under the product name will show the availability of the product for the date/time period. On the same page, the User can find detailed information on the product's characteristics, size, colour, material usage, condition, rental and age; and, in the case of products for sale, its price. It is also possible to search the website by keyword. Product results matching the search criteria are displayed in the same way as the categories.

Once on the product page, the "Rent" button next to the product name allows you to add the item you wish to rent to your basket. The calendar icon allows you to select the rental period. Click on the start date to set the start date of the rental period, click on the end date to set the end date, and the time interval between the two is automatically selected. Unavailable/busy items will not be allowed to be added to the basket.

Click on the basket to see the complete list of products. If all selected items will have the same rental period, you can enter the total rental period for all products in the top line "Set single rental period for all products".

Customer details such as production/renter name, email address and phone number can be entered in this interface. After filling in these details and accepting the terms of use and the privacy policy, the Service Provider will receive the request for an offer by clicking on the "Submit Order" button. A non-binding, automatically calculated, indicative price offer will then be sent to the User's account to the email address previously provided.

The Service Provider's automatic quotation is a non-binding statement. The list of products rented by the Service Provider and the rental price are included in the quotation issued. The price indicated in the quotation issued is valid only for the time period indicated.

The prices indicated in the offer are net prices and do not include any other costs and the value added tax provided for by the legislation in force.

The service provider shall process requests for quotations in the order in which they are received. A confirmation e-mail will then be sent, containing the complete, official, downloadable offer.

The order is finalised when the User clicks on the "I accept the offer, I order the service" button at the bottom of the confirmation email.

For delivery conditions, please refer to the information on the relevant subpage:

<https://odon-fon.hu/szallitasi-szabalyzat/>

<https://odon-fon.hu/berbeadasi-szabalyzat/>

The Lessee shall be fully liable for any breach of the terms and conditions of delivery and hire, and any resulting damages and costs shall be borne solely by the Lessee.

If the Service Provider's employees (e.g. warehousemen) assist the Customer during loading or unloading, they do so at the Customer's risk in each individual case and the Service Provider shall not be liable for any resulting damage.

In the case of an individual order, the Service Provider reserves the right to ask for a deposit equal to the net total value of the items, which deposit will be returned at the end of the contract, upon their return in a faultless and complete condition, or will be deducted from the rental price.

3.2. Warranty

The Service Provider warrants that the objects delivered correspond to the description and photos on the website concerning their age and condition and that, to its knowledge, they are free of hidden defects.

In all cases, a release photograph is taken of the hired objects before they are removed, documenting and recording their condition at the time of release. Upon return, the Service Provider will assess whether there has been any change or damage to the item. If the item is damaged, a photograph will also be taken on return.

The Service Provider shall notify the Client in writing within 10 days of any defects, damage or changes in condition discovered on return.

In the event of damage, the Customer shall first of all have the damaged object repaired and restored to the condition in which it was when it was delivered, or, if this is not possible, shall compensate the Service Provider for the damage.

The Service Provider's liability and risk shall extend until the product is released from the warehouse. The Customer is obliged to ensure that the warehouse is lockable and that the items are kept in safe custody. The Customer shall be liable for any damage occurring during the rental period from the time of removal to the time of return and shall take out property insurance for the storage place. The hirer shall be fully liable for any theft or damage of any kind in the absence of insurance.

3.3. Billing

Rental orders will be invoiced after the return of the products and their condition has been checked, taking into account any shortages and damages.

The invoice shall in all cases include the rental price calculated for the rental period and, in the event of damage/deficiency, the calculated additional costs, unless the User (=Lessee) requests otherwise. In the latter case, a Damage Report or a separate invoice will be drawn up for the amounts in excess of the rental charge.

The invoice issued for the rent shall be a transfer payment, normally issued with a payment term of 8 days, which the Lessee shall pay to the Service Provider's bank account number 10700323-27810307-51100005 with CIB Bank Zrt.

The rental fee may be paid in cash on the spot, up to the maximum amount set by law (gross HUF 1.500.000,-).

Service Provider - will send the invoice issued by the Service Provider to the Lessee in the form of an invoice sent by email. The dispatch shall be deemed to have been effected if the dispatch is confirmed by the records kept by the Service Provider for this purpose, in this case the list of e-mails sent. The Service Provider shall accept any complaint relating to an invoice sent to the Lessee only in writing within 8 days of receipt of the invoice.

If no complaint is received within the above time limit, the Service Provider shall register the amount of the invoice as an undisputed claim acknowledged by the Lessee. Bank payments shall be made to the bank account number indicated on the invoice issued. The settlement date of the invoice is the date of the bank credit. The Service Provider shall invoice the rental fees in accordance with the accounting and tax legislation in force.

If the Hirer is late in paying any invoice, all invoices shall become due.

In the event of late payment of invoices, the Service Provider shall be entitled to interest on arrears in accordance with the PPA, and the Lessee shall also reimburse the Service Provider for the administrative, legal and other related costs incurred in connection with the enforcement of the claim, in an amount of at least forty euros in forints, determined on the basis of the official mid-rate of the foreign currency of the Bank of Hungary on the starting date of the obligation to pay interest on arrears, for each invoice not paid in arrears (pursuant to Article 3 of Act IX of 2016).

If the Service Provider becomes aware from any credible source of information that the Customer's ability or willingness to pay has changed or is uncertain, the Service Provider is entitled to request a payment guarantee or to terminate the contract with immediate effect. The Service Provider shall have the right to choose the method and means of payment security. The lessee undertakes to inform the service provider without delay if he is declared bankrupt, or if a petition for winding up is filed or an enforcement procedure is initiated against him. If the Client fails to comply with these obligations, the Service Provider shall be entitled to terminate the contract with immediate effect. After the expiry of the payment deadline, the Service Provider shall be entitled to directly or indirectly disclose its claims arising from non-payment of invoices, to offer the claim for sale (factoring). The Client waives its right to assert claims against any person for infringement of its "rights of personality", damage to its reputation, etc., as a result of the disclosure, subject to its consent to such disclosure.

In the event of a 30-day delay in payment, the Service Provider is entitled to terminate the contract with immediate effect.

3.3.

The Seller is entitled to amend these General Terms and Conditions unilaterally. The General Terms and Conditions are available on the Service Provider's website (www.odon-fon.hu). The Service Provider shall also publish any changes on the website, without being obliged to send a separate notification of the changes.

In the case of electronic transmission of the notice to the e-mail address indicated in the request for quotation, the date of transmission shall be the date of publication. The changes shall be valid and effective from the date of publication. It is the express obligation of the Customer to monitor the content of the current GTC for the duration of the rental period.

4. Shopping

Online shopping is not possible through the Service Provider's website, which does not operate as a webshop.

On-site purchase: products that fall into the "rental only" category are not available for purchase.

For products for sale, prices are shown net.

The supplier guarantees that the items are as described and photographed on the website for their age and condition, and that they are free from hidden defects to the best of his knowledge.

Purchases of items in the inventory of Ódon-Fon Ltd. may be made by cash payment or by immediate transfer. Products purchased by bank transfer may only be dispatched from the warehouse once the full gross purchase price has been credited to the Supplier's bank account.

In all cases, an invoice shall be issued for the purchase price of the product to be sold, indicating the name of the product, the number of units, the net unit price, the VAT rate and the gross selling price.

5. Other provisions

5.1 The Service Provider and the User shall settle any dispute between them primarily by negotiation. In the event that this is unsuccessful, the court of the Supplier's domicile shall have the right to settle the dispute.

5.2 If a provision of these Terms and Conditions is invalidated by law, it shall be replaced by the principles of that law, without prejudice to the validity of the other provisions. The invalidity of a provision or part of a provision shall not affect the validity of the other provisions or the validity of the remainder of the provision. The rights acquired by this contract may be transferred to a third party only with the written consent of the Service Provider.

The Customer and the Service Provider shall cooperate with each other and shall inform each other immediately in writing of all relevant circumstances. Contracts between the parties may only be amended in writing. The Client and the Service Provider shall treat information obtained about each other's activities as business secrets. The Customer and the Supplier shall compensate the other party for any damage caused by the breach of a business secret. The provision of evidence in legal proceedings shall not constitute a breach of a trade secret. The Customer and the Supplier shall refrain from unfair business practices towards the other party.

In matters not covered by these General Terms and Conditions, the provisions of Act V of 2013 on the Civil Code (Civil Code) shall apply.

These GTC shall enter into force on 14 April 2023 and shall be valid for an indefinite period.

Zsolt Parádi
CEO