

Terms and Conditions for the use of the service “delivery of Goods in reusable bags”

of **Kifli.hu Shop Korlátolt Felelősségű Társaság** (registered seat: 1106 Budapest, Jászberényi út 45., company registration number: 01-09-339560, registered by Company Registry Court of Budapest - Capital Regional Court, tax number: 26693075-2-44), (“**Kifli.hu**” and “**Terms and Conditions**”).

I. Introductory provisions

These Terms and Conditions regulate the mutual rights and obligations of the Parties arising in connection with the use of the service “*delivery of Goods in reusable bags*” provided by Kifli.hu to its Customers and are related to the <https://www.kifli.hu/en-HU/oldal/felhasznaloi-feltetek> (“**GTC**”), which shall apply to other relationships between Kifli.hu and the Customer not expressly covered by these Terms and Conditions. Capitalized terms not defined in these Terms and Conditions shall have the same meaning as in the GTC.

II. Establishment of the service “delivery of Goods in reusable bags”

Goods are normally delivered to the Customer in disposable paper bags (“**paper bags**”). The Customer has the right to return the Paper bags to the courier for recycling or other approved use on each subsequent delivery of the Goods.

The Customer may now choose to have the Goods delivered in reusable bags made from recycled PET bottles (“**reusable bags**”). The Customer can make this choice by clicking the appropriate button (the “**PACK IN**” button with a choice of “*paper bags*” or “*reusable bags*”) at the Order checkout.

By clicking on the “**PACK IN**” button with the option “*reusable bags*” and then submitting the Order (by clicking on the “**Place your order**” button), the Customer expresses his/her interest in the delivery of the Goods in reusable bags and his/her acceptance of these Terms and Conditions.

In the event that the Customer selects to have the Goods delivered in reusable bags, the Customer agrees to pay Kifli.hu a one-off fee of HUF 3,500 (“**fee**”) for the use of this service. In the event of opting for the Service, there is no purchase contract for the reusable bags; the ownership of the recyclable bags remains with Kifli.hu for the duration of the provision of the Service. The fee will be added to the Customer's price for the Goods on the first Order for which the Customer has selected to have the Goods delivered in reusable bags.

The Customer has the right to return the reusable bags to Kifli.hu by handing them over to the courier on the next delivery of the Goods. The maintenance (washing, cleaning) of the reusable bags shall be provided by Kifli.hu at its own expense.

The Customer will be provided with a supply of **20 reusable bags**. In the event that the number of currently unreturned reusable bags reaches 20 or more, the Goods will be delivered again in disposable paper bags for each subsequent Order until the number of unreturned reusable bags is reduced below 20.

Illustrative examples:

Example 1: The Customer chooses to have the Goods delivered in reusable bags, the Goods within one Order will be delivered in 15 recyclable bags (first delivery). On a subsequent Order, the Goods will be delivered in 7 reusable bags (second delivery). The Customer will therefore have a total of 22 bags. If the Customer returns at least 3 bags on the second delivery (i.e. they would still have 19 bags), the Goods will be delivered again in reusable bags on the next Order. If the Customer returns only 2 bags, the maximum number of reusable bags available to the Customer is reached and the Goods will be delivered to the Customer in paper bags on the next Order.

Example 2: The Customer chooses to have the Goods delivered in reusable bags, the Goods in one Order will be delivered in 21 reusable bags. As the Customer will have more than the maximum number of reusable bags, the next Order will be delivered entirely in paper bags. To resume delivery of Goods in reusable bags, the Customer must return a minimum of 3 reusable bags to the courier on the next delivery of Goods.

III. Termination of the service in case of Customer inactivity

The service is terminated:

- a) if the Customer has not ordered any Goods for more than 12 months and has at least 1 reusable bag in their possession that they have not returned to Kifli.hu;
- b) if the Customer exhausts the supply of reusable bags and fails to return the bags (or part thereof) to Kifli.hu within 3 months of the date on which the supply of bags was exhausted.

In both of these cases, title to the unreturned reusable bags shall pass to the Customer free of charge upon termination of the Service. Should the Customer wish to use the Service again after termination of the Service, it is sufficient to click the “PACK IN” button with the option “reusable bags”. However, in this case, the Customer will be obliged to pay the fee again.

Returning reusable bags to Kifli.hu is possible exclusively by handing them over to the courier upon delivery of any Order of Goods.

IV. Cancellation of the Service by the Customer

In addition to the right to withdraw from the contract within 14 days, the Customer, who is a consumer, has the right to cancel the Service at any time, without limitation. In the event that the Customer cancels the Service and returns to Kifli.hu all reusable bags that have been delivered to the Customer, the Fee will be refunded. Cancellation and request for a refund of the fee shall be made exclusively by calling Kifli.hu's customer service line at +36 80 444 333. The Fee will be refunded to the Customer within 14 days by one of the following methods:

- a) By transferring credits for the purchase of Goods to the Customer's user account held on the Kifli.hu website. Credits have unlimited validity for an unlimited period of time;
- b) The Customer also has the right to request a refund of the fee by bank transfer. In this case, the Customer will be refunded the amount to the bank account from which the fee was paid.

Should the Customer wish to use the Service again after cancellation, it is sufficient if the Customer clicks on the “PACK IN” button with the option of “reusable bags”. However, in this case, the Customer will be obliged to pay the fee again.

V. Final provisions

Kifli.hu shall not be liable for any damages or any non-pecuniary loss incurred by the Customer in the event that the reusable bags are temporarily unavailable due to the exhaustion of stocks, shortage of supply of bags from the supplier or similar situations. In such a case, Kifli.hu reserves the right to supply the Goods in paper bags during the period of unavailability of reusable bags and undertakes to use all reasonably required efforts to ensure that delivery in reusable bags is resumed as soon as possible. In the event that Kifli.hu is unable to provide delivery of the Goods in reusable bags for more than 90 days, Kifli.hu shall refund the fee to the Customer, subject to the conditions set out above in these Terms and Conditions and further subject to the Customer returning to Kifli.hu all reusable bags supplied to it.

The relationship arising from these Terms and Conditions between Kifli.hu and the Customer shall be governed by the laws of the Hungary and the GTC. The procedure for resolving consumer disputes in court and out of court is regulated in Article 14. of the GTC.

Kifli.hu is entitled to amend or supplement these Terms and Conditions at any time, which will be notified to Customers in advance by email so that they can familiarize themselves with the current version of the Terms and Conditions. If Customers do not agree with the change to the Terms, they shall be entitled to cancel the Service and request a refund of the fee, subject to the Terms and Conditions set out above and further subject to the Customer returning to Kifli.hu all reusable bags supplied to them.

Kifli.hu's customer support contact details are listed on the website of Kifli.hu. The address for email delivery is: info@kifli.hu, telephone number: +36 80 444 333.

These Terms are valid from 15 August 2021.