

Magyar Pénzverő Zrt.
1239 Budapest, Európa út 1.

Regulations on the Processing of Complaints

These regulations state the rules governing the processing of complaints, including the enforcement of consumer warranty/product warranty claims by customers, which are not deemed as complaints pursuant to the act on consumer protection, and comply with the relevant prevailing legal regulations (Government Decree 45/2014. (II.26.) and Ministry for National Economy Decree 19/2014. (IV.29.)). These regulations are binding for all employees of Magyar Pénzverő Zrt. (hereinafter: the Company).

Definitions in relation to these regulations:

Supervisory authorities:

- Clerk of the Local Government of District V, Budapest (1051 Budapest, Erzsébet tér 4., tel.: 06-1/872-7206, e-mail: hivatal@belvaros-lipotvaros.hu)
- Hungarian Authority for Consumer Protection, Regional Directorate for Central Hungary (1052 Budapest, Városház u. 7., tel.: 06-1-328-0185, e-mail: fogyved_kmf_budapest_nfh.hu)

Arbitration body:

- Arbitration body of BKIK (1061 Budapest, Krisztina krt. 99., tel.: 06-1/488-2131, e-mail: bekelteto.testulet@bkik.hu (for other arbitration bodies: www.bekeltetes.hu)

Manufacturer: the producer and distributor of the product (for imported products, the importer is also considered as the manufacturer)

Customer: the purchaser of the Company's product(s)

Consumer: a purchaser, who is a natural person and who acts **outside** their profession, independent occupation or scope of business activity, when they enter into a business relation with the Company as a purchaser.

Warranty: the liability of the Vendor for defective performance.

Performance is defective, if – upon performance, i.e. upon transfer to the Consumer, or in the case of delivery on the day of receipt from the carrier – the product does not meet the quality requirements specified in legal regulations or in the contract, or does not possess the characteristics featured in the description provided by the manufacturer.

Performance is not defective if the defects of the product were known or discernable upon purchase.

The Consumer's warranty claim may be selected as:

- a) an ancillary warranty claim, or
- b) a product warranty claim.

Ancillary warranty claims and product warranty claims may not be simultaneously enforced in parallel with respect to the same defect.

The Purchaser/Consumer shall notify the Vendor of the defect in the product immediately upon discovering the defect, without delay. The Purchaser/Consumer shall be liable for any damages stemming from delays in notification.

An ancillary warranty claim may be (in order):

- 1) **Repair or replacement** of the product, as selected by the Purchaser/Consumer, or
- 2) **Price reduction or withdrawal from the purchase** (this may also be selected by the Purchaser/Consumer). Withdrawal is not permitted in the case of insignificant defects. The Purchaser/Consumer may repair the defect itself or have such repaired at the expense of the Vendor. The Purchaser/Consumer is entitled to switch between the selected ancillary warranty right and a different one. The expenses incurred by switching shall be reimbursed by the Vendor, unless the conduct of the Vendor has given cause for the switch, or the switch was otherwise justified.

The Vendor is released from its ancillary warranty obligation, if it can prove that the defect in the product occurred after receipt by the Purchaser/Consumer (e.g. due to improper use).

In the case of a contract concluded with a Consumer, until the opposite is proven, it is assumed that a defect which is discovered by the Consumer within six months of performance already existed at the time of performance, unless this assumption is incompatible with the nature of the product or the defect.

Product warranty: the Manufacturer's direct warranty-like liability to the Consumer for defects in the product. (The Consumer may decide to enforce its ancillary warranty claim vis-à-vis the contractual partner=vendor or its product warranty claim vis-à-vis the manufacturer.)

A **product warranty claim** may only be enforced vis-à-vis the manufacturer of the product, and primarily aims at **repair of the defective product**, or – if repair is not possible within a suitable period of time or to the disadvantage of the Consumer – **replacement of the product**.

In respect of product warranty, the manufacturer is only released from its obligation, if it can prove that:

- the product was not placed into circulation for commercial purposes;
- the defect could not be detected with the state of science and technology upon being placed into circulation; or
- the defect in the product stems from the application of a legal regulation or binding official requirement.

Statute of limitations:

Ancillary warranty claims may be enforced **within a period of two years** (statue of limitation) from the time of performance or date of receipt of the goods. (The statute of limitation for used goods is 1 year.) **By contrast, a Purchaser which is not considered to be a Consumer may enforce an ancillary warranty claim within a statute of limitation of 1 year.** The statute of limitation on ancillary warranty claims starts again (if the defective product or part thereof is replaced or repaired).

The statute of limitation on product warranty claims is non-appealable, and thus after expiration of the two-year period from the product being placed into circulation no product warranty claim may be filed.

The Consumer may also exercise its right to repair, replacement or withdrawal if the product in question is not presented in its original, unopened packaging.

Costs: Costs related to discharging warranty obligations are borne by the Vendor, but the costs are divided if the Purchaser/Consumer's failure to have maintenance done plays a role in the malfunction of the product.

Guaranty: The products sold by the Company – coins, gift boxes, specialised literature, coin albums, banknotes, specimen banknotes, circulation series, etc. – do not fall into the group of products subject to mandatory guaranty. The Company does not provide any voluntary guaranty for its own products or products which it distributes.

Procedure for complaints:

- 1) In relation to the product or service purchased from the Company, the Purchaser/Consumer may submit its complaint orally or in writing
 - in relation to the product or service (exercising warranty rights), or
 - in relation to behaviour, activities or shortcomings by the Company in relation to sales.Complaints submitted by telephone or other electronic means (Internet) are classified as oral complaints.
- 2) Complaints which are received are given an individual identification number and registered using Appendix 1 to these Regulations.
- 3) The invoice or receipt issued by the Vendor upon sale serves as proof of contract. Upon enforcing a warranty claim, the Purchaser must possess the invoice or receipt and must present such upon submitting its claim.
- 4) Complaints made orally must be investigated immediately and resolved if necessary. If the Purchaser/Consumer does not agree with the handling of the complaint or if it is not possible to immediately investigate the complaint, the sales employee shall write up a **report** on the submission of the complaint (Appendix 2). The report shall be prepared in duplicate.

Submission of a warranty claim by a Purchaser must always be recorded in a report.

The report on the complaint shall contain the following data:

- name and address of the Purchaser/Consumer,
- location and date when the report was taken,
- the name of complaint – in the case of complaints about products, the name of the product – (data necessary for identification), the price, data on the document certifying payment, description of other documentation,
- the time of the complaint and/or purchase,
- location, method and time when the complain (defect) was reported,
- a short description of the defect,
- a description of the claim which the Purchaser/Consumer wishes to enforce,

- the method of resolving the complaint (if the solution is different than that wished by the Purchaser/Consumer, the reasons for this difference must be described in detail in the report),
 - the Purchaser/Consumer's declaration that it consents to handling of its data which is contained in the report pursuant to the provisions of Ministry for National Economy Decree 19/2014. (IV.29.),
 - notification of the Purchaser/Consumer's option of initiating arbitration proceedings,
 - in the event of an investigation of the ability to satisfy the warranty claim in relation to the product in question, a certificate of receipt for the product by the Company, stating the date of receipt and return,
 - signature of the Purchaser/Consumer,
 - notification that the Consumer may initiate arbitration proceedings in the event of a legal dispute.
- 5) A copy of the report shall be provided in a verifiable manner
- to the Purchaser/Consumer, in the case of complaints which are submitted in person;
 - to the Purchaser/Consumer by mail within 30 days of submission, along with a substantive answer, in the case of complaints submitted by telephone or other electronic means or in writing.
- 6) If the Company is unable to make a statement on the ability to satisfy the Purchaser/Consumer's warranty claim upon submission of the report, it shall send its statement to the Purchaser/Consumer within 5 (five) working days in a verifiable manner, together with a statement of the grounds if the claim is rejected. In the event of rejection, the Purchaser/Consumer must be notified that it may initiate an investigation of the rejected complaint by the authorities or by an arbitration body.
- 7) If the Company wishes to satisfy the the Purchaser/Consumer's warranty claim by way of repairing or replacing the product, it must attempt to ensure that the repair or replacement takes places within 15 (fifteen) working days.
- 8) The Purchaser/Consumer may also enter its complaint in the Customer Book which is displayed conspicuously at the sales location (coin store).
- 9) The employee taking the complaint must immediately notify the manager of the location about any comments made in the Customer Book or of any reports on complaints which have been made.
- 10) The copy of the report on the complaint – for both the submission of warranty claims and other complaints – and the response to the complaint shall be kept by the Company for 3 years.
- 11) Submission of a warranty claim does not qualify as a complaint in the sense of the act on consumer protection.

12) In respect of products ordered or purchased via the Company's Webshop, the regulations on distance contracts – Government Decree (45/2014. (II.26.) – and the provisions of Act V of 2013 shall apply, which are presented in detail in the prevailing GTC on the Company's Website.

13) The Company's employees must provide information to the complaining party on the rules and requirements set forth in these regulations.