

General Terms and Conditions

TERMS AND CONDITIONS

1. Introduction

The following general terms and conditions apply to purchases and orders made through the website, in full compliance with current legislation. To ensure you are aware of the terms and conditions regarding delivery, ordering, and the operation of the website in connection with the goods you purchase, please read the following carefully.

Important: The webshop exclusively serves legal entities, businesses, and sole proprietors (B2B) acting within the scope of their economic or professional activities. We do not sell to consumers (private individuals). By placing an order, the Buyer declares that the purchase is made for business/professional purposes.

The terms of purchase and information related to purchasing are written in Hungarian, and the primary language used on the site is Hungarian. The nextevo.eu webshop's provisions do not refer to a code of conduct.

The seller of the products in the webshop is Next Evolution Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság, abbreviated as Next Evolution Kft..

Seller's details:

Registered office: 2100 Gödöllő, Széchenyi István utca 44.

(Not a pick-up point.)

Tax number / EU tax number: 25158416-2-13 / HU25158416

Company registration number: 13-09-206327

Phone: +36 (70) 244 8863

E-mail: next (at) nextevo (.) eu

European Unique Identifier: HUOCCSZ.01-09-203212

Bank details:

K&H Bank (HUF)

IBAN: HU07 1040 1110 5052 6774 4855 1009 / SWIFT: OKHBHUHB

Wise Europe SA (EUR)

IBAN: BE37 9670 6499 6228 / SWIFT: TRWIBEB1XXX

Wise Europe SA (HUF)

IBAN: HU08 1260 0016 1909 7186 1696 7961 / SWIFT: TRWIBEBBXXX

Bank: BinX Zrt. (HUF)

Bank account number: 30400001-00000000-29853467

(Only for transfers within Hungary.)

Registered: in 2015 by the Company Registry Court of the Metropolitan Court / 1051 Budapest, Nádor u. 28.

2. Information on contract conclusion conditions

The operator of nextevo.eu - Next Evolution Kft. - conducts commercial activities on the website. Placing an order in the store constitutes a contract between absent parties, and is considered the buyer's intention to make an offer. With the non-automatic confirmation received from the webshop, the order is considered a written contract concluded between the parties. The language of the contract is Hungarian. The display and translation of the terms and conditions in other languages only serve to facilitate understanding. In case of discrepancies in translation, the original Hungarian text shall prevail.

We do not mandatorily register concluded contracts. Previous orders are retrievable and accessible for registered users.

3. Product selection

Visitors to the webshop have the opportunity to select and place orders for products found in the webshop, or to procure them based on an offer received for a potentially unique product requirement.

By clicking on the selected product, the visitor can view its detailed description, parameters, and features. If intending to purchase, the desired products are placed in a virtual cart by pressing the "Add to Cart" button. By clicking the "View" button on the Cart, you will find the products placed in the cart during your visit, as well as the final amount of the invoice and any applicable shipping costs in case of an order.

The contents of the virtual shopping cart can be checked, with particular attention to prices and quantities, which can be modified and corrected as needed. The cart automatically recalculates the final order amount based on any modifications.

4. Sending the order

If the type, parameters, and quantity of the products placed in the cart are correct, you have checked the final amount to be paid, and you have decided to purchase the products in the cart, simply click the "Checkout" button.

In our store, you also have the option to purchase without registration, so you can choose from three options:

- Would you like to log in as a previously registered customer (Your past orders are retrievable)
- Would you like to register as a new customer in our store (You won't need to re-enter your details next time)
- You want to purchase without registration (In this case, you will not be able to view your order history or take advantage of discounts and offers for our registered customers.)

If you have previously purchased from our store, please use the email address and password you provided during registration. If you wish to register as a new customer, please provide the necessary details for your purchase, which the system will store, and you will only need to log in for your next purchase. For purchases without registration, please provide your billing and shipping address, and tax number.

In the next step, choose the appropriate goods receipt/delivery method for you:

- Home delivery with GLS courier service (Standard), or for deliveries outside Hungary, "Delivery by courier service - Europe"
- Home delivery with FedEx courier service (Express)
- Personal pick-up at our customer service (at a pre-arranged time)

After selecting the shipping method, you must choose a payment method that suits you.

5. Payment terms

In our store, you can pay by bank transfer, credit card, or cash. In the latter two cases, the full purchase price - including shipping costs - must be paid in cash to the delivery person upon receipt of the shipment.

- Online Credit Card Payment - Online credit card payments are processed through the Stripe electronic payment system. At the end of the checkout process, you will be redirected to Stripe's secure payment page, where you must first enter your card details (card number, name on card, expiry date (month/year), CVC code). After entering your card details, you can initiate the transaction by clicking the "pay" button. Accepted credit cards: VISA | MasterCard | Maestro | American Express, as well as Apple Pay and Google Pay payment methods in addition to credit card payment.

- Bank Transfer in Advance - After placing your order, your order will be in a "pending" state. We will send you a payment request/proforma invoice for the ordered products, and we ask you to provide its serial number as a reference during the bank transfer. As soon as the transferred amount arrives in our bank account, we will activate your order and provide you with all necessary further information via email.)

- Cash on Delivery - Cash or credit card payment upon receipt of the shipment to the GLS or FEDEX courier service employee or at the specific GLS ParcelPoint in case of home delivery. You must inquire in advance about the availability of credit card payment.

Cash on delivery handling fee:

From 5000 Ft to 29 999 Ft:

690 Ft (543 Ft + VAT).

From 30 000 Ft:

1 290 Ft (1 016 Ft + VAT)

Payment method available only within Hungary!

- Cash - You can pay for the ordered products in person at our office, but we can only receive you at a pre-arranged time.
- Bank Transfer - A payment method reserved for our Contracted Partners, for settling the goods by subsequent bank transfer.

If you agree with the content of the order, click the "Order" button to submit your order.

(You can only finalize an order for an amount exceeding net 5 000 Ft.)

6. Prices and Currencies

The prices displayed in the webshop can be viewed and settled in several different currencies (e.g., HUF, EUR, PLN, RON, CZK, etc.). The primary accounting currency of the webshop is the Hungarian Forint (HUF); however, the Buyer has the option to select their preferred currency from those offered by the system when placing the order.

Since international exchange rates are constantly fluctuating, the prices of products and related services may dynamically change depending on current exchange rate movements. The Seller updates the prices based on current market exchange rates.

Since our webshop exclusively serves businesses, the prices displayed primarily in larger, highlighted fonts are net prices. The gross amount payable is finalized by the system during the checkout process based on the Buyer's registered seat, tax status, and the tax regulations of the destination country.

Tax-free intra-community sales: For deliveries to an EU member state other than Hungary for Buyers with a valid EU VAT number, 0% VAT (EUT) will be indicated during the checkout process. **Crucially important:** The legal prerequisite for tax-free intra-community sales (0% VAT) is that the goods demonstrably leave the territory of Hungary. If the Buyer places an order with a valid foreign (non-Hungarian) EU VAT number, but the specified delivery address is within Hungary, the current Hungarian VAT will be applied to the order. The Seller verifies the validity of the provided EU VAT numbers in the VIES (VAT Information Exchange System). If the tax number is invalid or cannot be identified, the Seller is entitled to invoice the gross price (increased by Hungarian VAT) or cancel the order.

Our prices are the list prices valid at the time of the order. These prices do not include shipping costs, except for orders above the free shipping threshold. If an obviously incorrect price (e.g., 0 or 1 unit of currency) appears due to a technical error, the Seller is not obliged to deliver the product at this incorrect price, but will offer to fulfill it at the correct price or provide the opportunity to withdraw from the contract.

7. Order processing

Incoming orders are processed within 72 hours at the latest. If you do not receive a confirmation, please notify us as soon as possible via our contact details.

8. Possibility to correct data entry errors

All options are available for correcting data entry errors before pressing the "Order" button.

9. Confirmation

We send email confirmations for all orders. After placing an order, you will receive an automatic email confirming receipt of the order and (later) a manually initiated message with stock information or the expected delivery date. If you wish to initiate a phone consultation, please call our central phone number or any of the phone numbers provided in the email.

10. Delivery

The delivery and shipping of ordered packages are usually carried out by GLS, FedEx/TNT, or Packeta service providers – in case of deviation, the Buyer will be notified in advance. The expected delivery time is provided by the webshop during the checkout process. Since we ensure the availability of our product portfolio with several suppliers, the delivery deadline for products not in stock is calculated by the system based on the average estimated arrival time. More or less time may be required for the full completion of the order.

The Seller reserves the right to modify the chosen courier service, provided it does not involve an increase in price or delivery time for the Buyer.

Domestic Shipping Fees (Within Hungary):

Home Delivery via Courier:

Standard shipping with GLS courier:

Gross 5,000 HUF to 100,000 HUF: 2,985 HUF (2,350 HUF + VAT)

Over 100,000 HUF: FREE! - Our company covers the full shipping cost.

Express shipping with FEDEX courier:

Gross 5,000 HUF to 100,000 HUF: 4,255 HUF (3,350 HUF + VAT)

Gross 100,000 HUF to 250,000 HUF: 2,540 HUF (2,000 HUF + VAT)

Over 250,000 HUF: FREE! - Our company covers the full shipping cost.

Delivery to Parcel Lockers:

GLS Parcel Locker: 2,540 HUF (2,000 HUF + VAT)

Foxpost Parcel Locker: 1,905 HUF (1,500 HUF + VAT)

International Shipping Fees (Within the EU):

Shipping costs outside Hungary and within the European Union are displayed at ****net prices (without VAT)****. For Buyers with a valid EU VAT number, the VAT content is 0% (EUT). If the Buyer does not have a valid community tax number, the fees will be subject to VAT according to current regulations.

Shipping via Courier (GLS / FedEx / TNT):

Europe Zone 1 / Slovakia, Slovenia, Austria, Czech Republic, Romania, Croatia: **7,490 HUF + VAT**

Europe Zone 2 / Poland, Germany, Belgium, Netherlands, Luxembourg, Liechtenstein, Switzerland: **10,490 HUF + VAT**

Europe Zone 3 / Denmark, France, Italy, United Kingdom, Monaco: **12,990 HUF + VAT**

Europe Zone 4 / Lithuania, Latvia, Spain, Sweden, Estonia, Norway, Greece, Portugal, Finland: **18,990 HUF + VAT**

Shipping to Packeta Pick-up Points / Parcel Lockers:

Europe Zone 1 / Slovakia, Czech Republic, Romania, Croatia, Slovenia: **6,490 HUF + VAT**

Europe Zone 2 / Poland, Germany, Belgium, Netherlands, Denmark, France, Italy: **9,990 HUF + VAT**

Europe Zone 3 / Lithuania, Latvia, Spain, Sweden, Estonia, Greece, Portugal, Finland: **14,990 HUF + VAT**

Shipping of Oversized Products

Certain products, due to their size or weight, require increased shipping capacity; therefore, an additional shipping fee may apply. This tailored extra cost will be transparently displayed on the **Cart page** before finalizing the order. This extra cost is not included in the basic shipping rates.

Important Notice: Due to the multi-currency system and dynamic exchange rate tracking, the shipping fees indicated above (in Hungarian Forints) may vary slightly at checkout if a different currency is selected due to current conversion rates. Regarding this, Section 6 of the GTC (Prices and Currencies) applies.

11. Withdrawal from delivery

If the webshop fails to fulfill its contractual obligation because the goods specified in the contract are not available, it is obliged to inform the customer thereof. The webshop does not enter into contracts with minors. By accepting the commercial terms, the customer declares that they are of legal age.

12. Product return

We only accept returns of products in their original condition and packaging, with complete quantity and quality.

13. Retention of title

The ordered goods remain the property of the supplier until full payment of the purchase price.

14. Order modification, cancellation

In accordance with Act CVIII of 2001, when an order is placed, our webshop's software immediately sends a notification to the customer about the receipt of the order. This notification does not constitute a contract between the seller and the buyer, but merely indicates to the buyer that their order request has been registered by our system and forwarded to the seller's competent employee.

If an official confirmation email does not reach the buyer within 48 hours, the buyer's offer obligations cease.

The seller provides the buyer with the opportunity to withdraw their order electronically until the fulfillment of the order begins. When the fulfillment of the order begins, the buyer receives notification via email and/or phone about the expected duration of fulfillment and the fact that fulfillment has begun. After this, it is only possible to withdraw your order through one of our contact details found in the "Contact" menu.

Subsequent modification of the order can only take place in writing, via email.

15. Warranty, guarantee, liability for defects

In the store, it is primarily possible to purchase new, warranted products. Our offer may also include used or obsolete (depreciated) products, which are always listed in a separate category and clearly indicated on the product data sheet. Since the webshop exclusively conducts business-to-business (B2B) trade, the mandatory warranty rules applicable to consumers do not apply. For new products, the general rules of the Civil Code (Act V of 2013) concerning contracts between businesses apply to liability for defects (the warranty period is 1 year). For used or obsolete products, the warranty and guarantee conditions are specified separately on the data sheet of the given product. Voluntary guarantees (warranties) provided by the manufacturer, differing from the above, and their duration are indicated for product types, in product descriptions, or in the offer.

The warranty can be enforced at our company by presenting the original or a copy of the invoice, or, for certain special products, at specialized service centers designated by the manufacturer. The buyer can only request the exchange of goods if they are unequivocally and demonstrably factory defective (in the case of used products, a hidden defect beyond the described condition occurs). The Seller does not provide any warranty for defects arising from improper use.

16. Right of withdrawal and return (for B2B Customers)

The services of the webshop are exclusively used by legal entities and sole proprietors (B2B), thus, according to Section 8:1 (1) point 3 of the Civil Code, Buyers are not considered consumers. Accordingly, Buyers **are not entitled** to the 14-day right of withdrawal without justification as per Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

In the case of a flawlessly fulfilled order, the Seller is not legally obliged to take back or exchange the goods. However, our company strives for long-term, flexible partnerships, therefore, out of fairness, based on the Seller's individual discretion, there may be an opportunity to take back the product. Any request for repurchase or product exchange is only possible with the Seller's prior written approval. During the individual assessment, the Seller reserves the right to determine the conditions of return (e.g., determination of depreciation, return shipping fee, deduction of handling fee).

If, upon unpacking in the presence of the delivery person (courier), it is proven that the product is damaged and the damage occurred before the receipt of the goods, in this case, we immediately ensure the return of the product, the cancellation of the sale - and, if requested, the exchange of the product. Any damage or missing content must be recorded in a factual report between the sender and receiver during the delivery of the shipment! In the absence of a report, we cannot take responsibility for subsequent missing content or possible physical damage.

In the event of any legal disputes, the Parties shall primarily strive for an amicable settlement. If this proves unsuccessful, the Parties stipulate the exclusive jurisdiction of the Gödöllő District Court, or, depending on the value limit, the Budapest Regional Court.

17. Webshop content

The images used in the webshop are for illustrative purposes and serve for easier identification. We cannot accept complaints or take responsibility for discrepancies between the images used for products and the delivered product.

All visual, textual, and other content found in the webshop is the exclusive property of Next Evolution Kft. Unauthorized use of the content will result in legal consequences.

18. Data Protection and Data Management

The Seller processes the data of the Buyer, its representatives, and contact persons in accordance with the data protection regulations in force at all times, especially GDPR (EU Regulation 2016/679). The primary purpose of data processing is the fulfillment of B2B contracts, order processing, fulfillment of accounting obligations, and business communication.

The detailed rules, the duration of data storage, the Buyer's rights, and the complete list of data processors used (e.g., hosting provider, invoicing system, courier services, payment providers) are contained in the **Data Management Statement** published in the webshop, identified by **(AT-20260424)**.

By placing an order, the Buyer declares that they have read the Data Management Statement and acknowledge its contents – as data processing necessary for the fulfillment of the contract.

If you have any questions regarding the document, you can ask them via email or phone using any of our contact details.