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General Terms and Conditions

The current General Terms and Conditions (hereinafter referred to as: Terms) describe the rights and obligations of **Panissimi Ltd.** (hereinafter referred to as: Service Provider) and the rights and obligations of Client (hereinafter referred to as: Client) using the electronic commerce services of Service Provider according to Act CVIII. of 2001. (hereinafter: Hungarian E-Commerce Act.) through Service Provider's website **cannedfish.com** (hereinafter: Website)

The purpose of the Website operated by the Service Provider is to sell products (hereinafter referred to as: "product" or "products"), which can be ordered from the Website, on a commercial basis in accordance with the current Terms.

The current Terms shall be applied to all contracts and services which are made through the Website or referring to the Website between the Service Provider and the Client (hereinafter referred to as: Parties), irrespective of whether the delivery of such services were provided from Hungary or from abroad, by the Service Provider or any other collaborator. In case the Client acts during the transaction as a representative of a legal person or as a sole proprietor, then by accepting this Terms he/she declares that he/she makes this agreement in connection with his/her profession, self-employment or business activity, therefore isn't qualified as consumer in accordance with Act V. of 2013. of the Civil Code (hereinafter referred to as: Hungarian Civil Code) 8:1. § (1) paragraph, item 3. or Act CLV. of 1997. (hereinafter: Hungarian Consumer Protection Act) item 2. § a. On the other hand in case the Client is considered as a consumer according to the Hungarian Civil Code or the Hungarian Consumer Protection Act, then information on the Client's consumer rights and obligations resulting from the transaction is made available by Service Provider in the Consumer Protection Information as a part of the present General Terms and Conditions.

1. DATA OF THE SERVICE PROVIDER

Name:	Panissimi Ltd.
Registered Seat:	Hungary, 8200 Veszprém, Vécsey Károly utca 6/M.
Registration Number:	19 09 516025
Tax Number:	HU24230012
Phone Number:	+36-88-326-006 (8.30-17.00 on workdays, CET)
E-mail Address:	info@cannedfish.com
Bank account:	HU 10700189-68340856-51100005

2. GENERAL PROVISIONS

- 2.1.** By sending the purchase order, the Client declares to acknowledge and accept the provisions and conditions stated in this Terms and in the Privacy Policy published on the Website.
- 2.2.** The Client shall fill out all the obligatory fields in the purchase order before sending it to the Service Provider. This will serve as a written contract between the parties, in English language. If the Service Provider makes a version of this Terms in any other language besides English, the Terms shall be governed by the English version.
- 2.3.** Service Provider shall not be liable for consequences (errors or damage, for example not reaching the activator code) resulting from inaccurate or incomplete information provided by Client. For resellers the Service Provider has the right at any time to verify via e-mail (through the e-mail address provided in the company register or in other official document) or via verifying programs (Opten, Bisnode) whether for example the person sending the order is entitled to represent the Client. Based on the result of the verification process the Service Provider is entitled to change the conditions of the service, or to deny fulfilling the purchase order. The Service Provider bears no responsibility for any damages for reasons not attributable to the Service Provider (for example, if the Client forgets the e-mail address or if this address becomes available to third parties). The Service Provider manages every order as an individual Client. No liability shall arise on behalf of the Service Provider for damages and errors caused by changes in the data provided by Client.
- 2.4.** Maintaining the confidentiality of user data shall be the exclusive responsibility of the Client. Should the Client becomes aware of an unauthorized third party having access to its e-mail address, it shall notify the Service Provider immediately.
- 2.5.** Client – when it's necessary – agrees to update the personal data provided during the ordering process in order for those to be accurate, complete, and current. Such updates shall be sent by Client via e-mail. Any extra costs resulting from the failure of sending proper updates to Service Provider on the changes of Client's data shall be the Client's responsibility.
- 2.6.** You can find the essential properties, characteristics and instructions for the use of the goods on the Website in detail in the description of the specific product. Please read the product descriptions carefully so that they can order exactly the product they need. If necessary, ask for the help of Panissimi Ltd.
- 2.7.** The images shown are illustrations in some places.
- 2.8.** We reserve the ownership of the delivered goods and products until the full payment of the purchase price.

3. DUTIES OF THE SERVICE PROVIDER

- 3.1.** The duty of the Service Provider is to provide the ordered products and documentations for the Client in accordance with these Terms. The place of performance - unless otherwise provided in these GTC or the Parties provide otherwise - is the registered seat of the Service Provider.
- 3.2.** It is the Service Provider's responsibility to provide the ordered products to the Client as defined in the contract.
- 3.3.** If the Client provides the place of delivery for the Service Provider, the ordered products shall be delivered to the address provided. The Client shall bear all the cost relating to the delivery.

- 3.4.** The ordered products shall be of a quality and performance that are normal in services of the same type and that the Client can reasonably expect, given the nature of the services and taking into account any public statements on the specific characteristics of the services made about them by the Service provider.

4. PAYMENT AND SHIPPING TERMS

- 4.1.** Following the sending of the order the Client shall receive an automatic e-mail confirmation from the Service Provider, in which the Client can see the success and the summary of the order. The Service Provider delivers the product selected and ordered on the Website to the delivery address indicated in the. We will deliver the product to the specified address by shipping service within 3-5 working days after ordering. A different case for our partners is the conditions included in the individual contract. Transport is carried out using a shipping company. The Service Provider is not able to undertake deliveries to a specific time.
- 4.2.** If a Client has an expired, unpaid invoice, the Service Provider may suspend the service until it is payed, or the purchase price of the new order may be included in the previous debt. The Client is obliged to pay statutory default interest valid on the first day of the calendar half-year affected by the delay from the date of the delay. All costs arising from the collection of debts shall be borne by the Client.
- 4.3.** The Client shall examine the ordered product at the time of the delivery to inspect the package item by item in terms of number and quality, and to sign the dated receipt in case of complete performance. Subsequently, the Service Provider may not accept any complaint. In case that the Clients recognizes any failure at the time of the delivery, the employee of the courier shall instantly make a record of this fact.
- 4.4.** The Client is obliged to pay the value of the order by credit card payment or at the shipping service upon the delivery. Bank transfer payment is only possible for contracted partners until the date specified in the individual contract.
- 4.5.** The Service Provider reserves the right to change the delivery fee provided that the change takes effect simultaneously with its appearance on the Website. The amendment does not affect the purchase price of products already ordered.
- 4.6.** This requirement shall be applied to any order done by e-mail, phone, on website or in person.
- 4.7.** We cannot be held responsible for delivery errors due to unavoidable and unforeseeable external reasons (force majeure), but we will provide all possible assistance to our Clients.
- 4.8.** We reserve the ownership of the delivered goods and products until the full payment of the purchase price.
- 4.9.** Delivery fee is based on the gross weight of the package, size of the package, the destination of delivery and the shipping method. The delivery fee is displayed and (mandatory) selectable in the form before submitting the order in the webshop and will be displayed in the order details and in the electronic order confirmation.
- 4.10.** For items delivered outside the Community (European Union), you may be subject to additional charges for VAT and, when applicable, customs duties in your country. If Panissimi Ltd. is obliged by law to collect VAT and customs, the shipping company will collect these custom charges. For more information about these costs, please contact the tax and customs authorities in your country.

- 4.11.** In the case of delivery to countries outside the Community (European Union), Panissimi Ltd. is only liable for the delivery of the goods to the territory of the given country of destination outside the Community, but not for the delivery to the exact address of the private buyer.

5. DUTIES OF THE CLIENT

- 5.1.** The Client is obliged to pay the purchase fee of the ordered product in accordance with the provisions of the current Terms.
- 5.2.** Payment of the fee. Client's duty includes all the necessary measures and the maintenance of formalities to the contract or any regulation, in particular the regulations of the Hungarian Civil Code and the Hungarian E-Commerce Act to ensure the completeness of the payment. The Client, unless otherwise agreed between the Parties or determined within this Terms, shall complete the payment before the Service Provider provides the ordered product to the Client in accordance with this Terms.
- 5.3.** The Client is obliged to check the parcel at the time of the delivery, in terms of quantity and quality, and to sign the dated receipt in the event of complete delivery. Subsequently, the Service Provider may not accept any complaint. If the Client notices any failure, damage or discrepancies, the courier shall instantly make a record of this fact (if possible with photographic documentation).
- 5.4.** The Client shall pay the purchase price even if the goods have not been inspected. In the case of regular Clients with a long-standing business relationship with the Service Provider, it is also possible, by special agreement, to pay the purchase price in arrears or on time at a time other than the date of these GTC.

6. REGISTRATION

- 6.1.** In our webshop it is possible to shop without registration, but we recommend registration in order to benefit from various discounts (faster ordering, multiple delivery addresses, view order history, track order status, use wish list etc.).
- 6.2.** In the menu bar, under the "Account" menu item, it is possible to register or to log in for customers who have already registered. You can register under the menu item "Register" by filling in the form. The Client must fill in the user data (for more details, see Privacy Policy), the billing data and the delivery data (if different from the delivery data). By registering on the Website, the Client declares that he has read and accepts all the provisions and conditions of these GTC (published on the Website) and the Privacy Policy published on the Website. After registration, you can log in immediately and start shopping.
- 6.3.** The Service Provider shall not be liable for any consequences (errors or damages, such as delivery delays) that can be traced back to incorrect and/or inaccurate data provided by the Client.
- 6.4.** In all cases, the Service Provider is entitled to verify, by sending a message to the e-mail address provided in the company's register or other official register, or by means of verification programs (Opten, Bisnode), among other things, that the registrant is indeed entitled to represent the Client. Based on the inspection, the Service Provider is entitled to change the terms of service or refuse to fulfill the order.
- 6.5.** The Service Provider shall not be liable for any damages resulting from the Client forgetting his/her password or becoming available to unauthorized persons for any reason not attributable to the Service

Provider. The Service Provider treats all registrations as an independent Client. The Service Provider shall not be liable for any damage or error resulting from the change of the registered data by the Client.

- 6.6.** The Client is entitled to cancel his/her registration at any time, without giving reasons, in a legal notice sent to the Service Provider via e-mail. Upon receipt of the letter requesting the cancellation, the Service Provider is obliged to ensure the cancellation of the registration without delay, but no later than within 72 hours. In case of doubt, the Service Provider is entitled to verify by means of a message sent to the e-mail address provided in the company register or other official register of the given Client that the person requesting the cancellation is indeed entitled to represent the Client. Client's user data will be removed from the system immediately after deletion, provided you have not previously placed an order or completed any transaction. After the removal, it is no longer possible to restore the user data, but the given Client can re-register. If the Client has previously placed an order, his/her data will not be deleted from the system, but will be inactivated. In this case, the Service Provider retains the data and documents related to the previously submitted orders.
- 6.7.** The Client is solely responsible for keeping the user access data (especially the password) confidential. If the Client becomes aware that the password provided during registration may have been accessed by an unauthorized third party, he is obliged to change his password immediately and is obliged to notify the Service Provider at the same time.
- 6.8.** The Client undertakes to update the personal data provided during registration as necessary - based on a separate e-mail notification from the Client - in order to ensure that they are up to date, complete and accurate. Any additional costs arising from the change of the data not communicated to the Service Provider shall be borne by the Client.
- 6.9.** If you are a registered Client but have forgotten your password, use the password reminder. If you enter your registered e-mail address here, we will send you the information needed to create a new password by e-mail.
- 6.10.** You can log in using the Login button. Enter your registered email address and password here, then press the enter button. If the login is successful, this window will display your registered email address and an exit button that will allow you to leave the store. After logging in, a "Change data" menu item will appear, where you can change the data entered during registration.

7. TERMS OF ORDERING

- 7.1.** You can find the essential properties, characteristics and instructions for the use of the goods on the Website in detail in the description of the specific product. Please read the product descriptions carefully so that they can order exactly the product they need. If necessary, ask for the help of Panissimi Ltd.
- 7.2.** The images shown are illustrations in some places.
- 7.3.** The price of the products displayed on the Website is indicated on a net basis and in a manner that includes and details (gross) both value added tax (VAT) and other public charges. The prices on the website are in all euros. Shipping costs are not included in the price of the products. During the order, it is possible to redeem the individual coupon provided by the Service Provider or to use other discounts, the amount of which can be included in the price of the ordered product.
- 7.4.** You can place orders for products on the Website. The Client can add the selected product to the shopping cart (summary list of orders) by clicking on the "Add to Cart" button.

- 7.5.** You can also check the contents of the Cart using the "Cart" menu item. You can view the contents of the Cart, or even delete its contents (or individual items of its contents) by clicking the delete (trash) icon next to that product. If you choose to order, you can click on the "Checkout" button, but if you want to choose more products, you can continue to use the site before ordering by clicking on the "Continue shopping" button.
- 7.6.** If you have a coupon code that entitles you to a discount, you can enter it in the "Coupon code" field under "Cart" and then click on the "Redeem coupon" button to validate it.
- 7.7.** By clicking on the "Checkout" button, you can finalize your order, choose your payment and delivery method, and also specify your special delivery requirements. Here you can enter your billing and shipping information. Before placing the order, the Client can check the details of his order, change the billing address and select the payment method on a summary page. On the "Checkout" page, you can see the final amount of the order, including the delivery costs. Please check your order, billing and shipping details carefully before placing your order!
- 7.8.** After ordering the selected product(s), you will receive an automatic confirmation with information covering all the details. You can correct data entry errors before pressing the "Send order" button, by pressing the "back" button of the browser, you can return to the previous positions of the ordering process. Please review your billing information (email address, name, address (es), tax number, etc.), quantity, price, and type of products ordered.
- 7.9.** The order will be placed after clicking on "Place order". By placing your order, you make an offer to Panissimi Ltd., which offer is accepted by Panissimi Ltd. by confirming the order (offer), at which point the contract enters into force. Panissimi Ltd. will send an automatic, immediate confirmation of the order in accordance with the relevant legislation, within a maximum of 48 hours. If the confirmation is not received within 48 hours, the buyer is released from the obligation to make an offer. Sending the order creates a binding obligation for the Client, and upon receipt of the confirmation e-mail, a payment obligation is created as specified in the payment methods.
- 7.10.** After placing the order, our customer service can contact the Client by the given phone number and specify the method and time of delivery. Orders are processed on business days from 8 am to 4 pm (CET), if the order arrives outside working hours, it will be processed the next day. The product will be delivered to the address within 3-5 working days after the order is placed.
- 7.11.** The Service Provider is entitled to modify the purchase price of the products in a way that the modification is effective as of its publication on the Website. In such case, the purchase price of the ordered products is not affected. Any obvious mistake that appears on the Website concerning the purchase prices of the products (such as 0 EUR) despite all the diligence activities of the Service Provider, the Service Provider is not obliged to perform the orders for that purchase price, however it may offer to deliver the product for the correct purchase price to the Client; in such case the Clients may withdraw his or her order.
- 7.12.** The Service Provider is entitled to modify the content and the purchase price of the product bundles in a way that the modification is effective as of its publication on the Website. In such case, the content and the purchase price of the ordered bundles is not affected.
- 7.13.** The Service Provider may exclusively accept orders only if the Clients provides all the necessary data of his or her. In any obvious clerical errors during the ordering, the Website of the Service Provider instantly sends request for the Client. The Service Provider is not liable for the Client's failure to provide inaccurate information concerning the order. In case of providing an incorrect delivery address, the Service Provider does not pay the delivery cost to the Client, and it is the Client's responsibility to pay the re-delivery fee to the corrected address. The Client expressly accepts this by accepting these GTC.

7.14. By the sending of the order, the Client declares to accept all the conditions of the current General Terms and Conditions.

8. CORRECTING ERRORS IN DATA ENTRY

At any stage of the order and until the order is sent to the Service Provider, the Client has the opportunity to correct any data entry errors on the order interface at any time on the Website (by pressing the “back” button in the case of the content of the previous page).

9. ORDER OBLIGATIONS, ORDER CONFIRMATION

- 9.1.** Following the receiving of the Client’s purchase order (contract offer) is confirmed by the Service Provider to the Client without delay via an automatic confirmation e-mail, which contains the essential details of the order (billing and delivery information, date of the order, list of items, quantity, price of the products, delivery cost and the final amount payable) and the order ID. This confirmation e-mail will only inform the Client that his order has been received by the Supplier.
- 9.2.** If the Client subsequently notices an error in the order data within the confirmation e-mail, he/she shall inform the Service Provider about it no later than 1 hour. In this case the Service Provider shall modify the purchase order according to the Client’s notice.

10. TERMS OF PAYMENT

- 10.1.** After confirming the order, the Client can settle the order by cash on delivery, credit card payment or bank transfer. Detailed information on each payment method can be found in Section 11 “Payment Methods”.
- 10.2.** The Service Provider automatically processes the order and, depending on the selected payment method, sends an invoice by e-mail to the e-mail address provided by the Client, and then - unless otherwise agreed by the Parties or the GTC do not describes any other provision - delivers the goods to the Client after crediting the amount.
- 10.3.** After crediting the amount paid by the Client, the Service Provider will issue an invoice sent electronically to the e-mail address provided by the Client (or by post to the address provided by the Client upon express request of the Client), depending on the payment method chosen by the Client. By accepting the GTC, the Client consents to the Service Provider issuing an invoice sent to him electronically. It is possible to revoke this consent with a clear legal statement addressed to the Service Provider. If the Client's invoice or proforma to be sent electronically is completed, the Service Provider will notify/send the invoice/proforma to him/her via e-mail. The Client is obliged to print the electronic invoice without an electronic signature and to record it in its books as a paper-based invoice.

11. PAYMENT METHODS

11.1. In all cases, the invoice is issued by Panissimi Ltd., which includes the purchase price of the product and the delivery costs.

11.2. You can choose from the following payment methods:

- **Online credit card payment (via Stripe):** The Cannedfish webshop provides its Clients with a secure credit card payment solution provided by Stripe.
- **Bank transfer:** For our contracted partners only, according to the conditions included in the individual contract.

12. BANK CARD PAYMENT

12.1. The Cannedfish webshop provides its Clients with a secure bank card payment solution provided by Stripe. Security is based on data separation. The Cannedfish webshop receives information related to the order from the Client, and Stripe receives only the card data required for the payment transaction on the payment page with 256-bit TLS encryption. Panissimi Ltd. is not informed about the data content of the payment page, they can only be accessed by Stripe. The result of the transaction will be shown on the Cannedfish page after payment. To pay by card, your internet browser must support TLS encryption. The consideration for the purchased goods, the amount paid will be immediately blocked on your card account. Please read our detailed information!

12.2. Here's a brief overview of how to manage your shopping in a safe way:

- Read the Cannedfish overview, the conditions of purchase and the terms of delivery and payment!
- Read the security conditions of Cannedfish, as they guarantee the security of your data!
- Keep track of your purchase information!
- Record your payment transaction details! (transaction ID, authorization number)
- Ensure that your confidential card details are never accessed by unauthorized persons.
- Use a browser that supports the TLS encryption option.

12.3. About security

TLS stands for Transport Layer Security. Our payment method has a 256-bit encryption key that protects the communication channel. Currently, 90% of the world's e-commerce uses this encryption method. The browser program used by the Client encrypts the cardholder's data with the help of TLS before sending, so that they are sent to Stripe in encrypted form, thus they cannot be interpreted by unauthorized persons. For more information please check Stripe's website (<https://stripe.com/docs/security/stripe>).

12.4. Accepted cards

Stripe's internet payment system allows the use of credit and debit cards (Visa, Mastercard, American Express, Discover and Diners, China UnionPay, JCB, Cartes Bancaires, Interac) and payment with a web card suitable for internet use.

12.5. Payment steps

1. You select the products on the Cannedfish website, which you wish to pay by credit card.
2. On the Checkout page you can select Credit Card (Stripe) payment method, where you need to fill in your card details to start the payment.

3. After entering the card details, you can start the transaction by clicking the Payment button
 4. After payment, you will return to the Cannedfish page, where you will receive a confirmation of the outcome of the transaction.
- 12.6.** In the case of payment by credit card, after a successful transaction - this means acceptance after checking the validity of the credit card and the cover - Stripe will start debiting the Cardholder's account with the price for the goods or services.
- 12.7.** If you are not redirected from the payment page to the Cannedfish page, the transaction will be considered unsuccessful. If you click on the "Back" or "Refresh" button of the browser on the bank payment page, or closes the browser window before being redirected back to the store, payment will be considered unsuccessful. If you would like more information about the result of the transaction, in case of failure, the reason and details, please contact your bank account service provider.

13. WARRANTY

- 13.1.** Products offered for sale in our store are preserved food products. The labelling and marking of the food products shall contain information relevant to the Client. In addition to the name of the product, list of ingredients, proportion, name and address of the manufacturer, etc., storage and use description, one of the most important information is the expiry date of the product, i.e. the expected shelf-life of the product, and in the case of fast-perishing products, the consumability of the product.
- 13.2.** By indicating the expiry date, the Service Provider guarantees that the (unopened) product can be consumed and its quality preserved for the indicated period/date, provided that it is stored properly.
- 13.3.** The Service Provider undertakes the mandatory warranty for accessories and products provided for by the Hungarian Act V of 2013 on the Civil Code (Civil Code, § 6:159 and § 6:168), with the provision that the product is not covered by any warranty, as the Service Provider does not sell any product that would fall under the scope of the Hungarian Government Decree 151/2003 (IX. 22.) on the mandatory warranty for certain consumer durables.
- 13.4.** Panissimi Ltd. shall be subject to warranty if the product sold does not comply with the characteristics specified by law or the description given by the Service Provider (manufacturer) at the time of delivery. In the event of any problem, the Client may lodge a complaint and enforce his warranty claim by means of the invoice or a copy thereof received at the time of purchase.
- 13.5.** In the event of improper performance, the Client may, in the first place, at its option, claim repair or replacement, unless the chosen warranty claim is impossible to fulfil or would result in disproportionate additional costs for Panissimi Ltd. compared to the fulfilment of the other warranty claim, taking into account the value of the goods supplied in their defect-free state, the seriousness of the breach of contract and the inconvenience caused to the rightful claimant by the fulfilment of the warranty claim.
- 13.6.** If he/she is not entitled to either repair or replacement, or if Panissimi Ltd. has not undertaken to repair or replace the goods, or cannot fulfil this obligation within a reasonable period of time without causing significant inconvenience to the Client, he/she may, at his/her option, request an appropriate price reduction or withdraw from the contract. No cancellation shall be made for minor defects.
- 13.7.** In order to enforce the warranty, the Client must prove that the Product is defective in order to enforce the warranty claim.

- 13.8.** If the Client knew or should have known of the defect at the time of the conclusion of the contract, Panissimi Ltd. shall be exempted from its liability for warranty.
- 13.9.** After prior agreement, the Client must send the rejected products back to the Service Provider's address: Panissimi Ltd., 8200 Veszprém, Vécsey K. utca 6/M. The Service Provider is not able to accept the packages sent by cash on delivery!
- 13.10.** In the event of any complaint, you may contact us by sending an e-mail to info@cannedfish.com.

14. WARRANTY, GUARANTEE

- 14.1.** The products distributed by Panissimi Ltd. are not covered by the mandatory warranty, i.e. the warranty period provided by Hungarian Government Decree 151/2003 does not apply.

15. COMPLAINT HANDLING

- 15.1.** The Client is obliged to check the parcel at the time of delivery or acceptance, in quantity and quality, and to sign the receipt if the parcel is complete. If the Client notices any damage or discrepancies, the courier must, at the Client's request, hand over the goods in itemised form and take a record of the goods on the spot (if possible with photographic documentation).
- 15.2.** In the event of quality complaints regarding our products, we shall proceed in accordance with the provisions of the legislation as set forth in the Hungarian Decree 19/2014 (IV. 29.) NGM.
- 15.3.** Panissimi Ltd. is obliged by law to keep a record of the quality complaint. Panissimi Ltd. will endeavour to correct or replace the defective product within 15 days.
- 15.4.** In all other cases, if you have a complaint, we will endeavour to resolve it promptly and efficiently in accordance with the law. If for any reason this is not possible, we will settle it in accordance with Hungarian Act CLV of 1997, with a maximum of 30 days' time limit.
- 15.5.** Place and contact details for complaint handling:
- Mailing address: 8200 Veszprém, Vécsey K. utca 6/M.
 - Phone: +36-88-326-006 (on work days, between 8.30-17.00 CET)
 - E-mail: info@cannedfish.com

16. THE RIGHT OF WITHDRAWAL

- 16.1.** The Client has the right to withdraw from the contract (purchase) without giving any reason within fourteen working days after the receipt of the goods, according to Hungarian Government Decree 45/2014 (26.II.). The notice of withdrawal is considered to have been sent in time if the Client sends it on the fourteenth working day. In this case, Panissimi Ltd. shall refund the amount paid by the Client without delay, but no later than fourteen days after the withdrawal. The Client may also exercise his right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

- 16.2.** If the Client wishes to use his/her right of withdrawal, he/she must send a clear declaration of his/her intention to withdraw (for example by post or e-mail) to the Service Provider using the contact details indicated in Section 1 of these GTC. The Client shall exercise his right of withdrawal within the time limit if he sends his notice of withdrawal to the Service Provider before the expiry of the 14 working day period indicated above.
- 16.3.** In the case of a written withdrawal, it shall be considered to have been submitted in due time if the Client sends the Service Provider a written withdrawal within 14 calendar days (up to and including the 14th calendar day).
- 16.4.** In the case of sending a by post, the date of posting shall be taken into account by the Service Provider for the purpose of calculating the time limit. The Client shall post his letter by registered mail so that the date of dispatch can be credibly proven.
- 16.5.** In both cases, the Service Provider shall immediately confirm the receipt of the Client's notice of withdrawal by e-mail.
- 16.6.** The Client shall bear the burden of proving that he has exercised his right of withdrawal in accordance with the provisions set out herein.
- 16.7.** No other costs will be charged to the client, including depreciation in value under normal use.
- 16.8.** In the event of withdrawal, the Client is obliged to return the ordered goods to the address of the Service Provider indicated in section 1 without undue delay, but no later than 14 days from the date of the notification of withdrawal. The time limit is considered to have been met if the Client sends (posts or provides to the courier service ordered by the Client) the product before the expiry of the 14-day time limit. You can return the goods by courier or in person to the above address, we are not able to accept cash on delivery parcels. The costs incurred in returning the goods will be borne by the Client, but there will be no additional costs.
- 16.9.** The Client shall not be entitled to withdraw from the contract if the packaging of the goods has been opened or damaged through no fault of the Client.
- 16.10.** If the Client withdraws from the contract, the Service Provider shall refund all the payments made by the Client, including the transport (delivery) costs, without delay, but at the latest within 14 days of receipt of the Client's notice of withdrawal, except for any additional costs arising from the Client's choice of a transport method other than the cheapest usual transport method offered by the Service Provider. The Service Provider is entitled to withhold the refund until the Product has been returned or until the Client has provided credible proof that it has been returned, whichever is the earlier.
- 16.11.** The Service Provider will use bank transfer for the refund; no additional costs will be charged to the Client as a result of using this refund method.

17. RESPONSIBILITY, APPLICABLE LAW

- 17.1.** In case that such data gets published by mistake that infringe the Client's rights described in article 13 of the Hungarian E-Commerce Act, Service Provider shall fulfill its obligations regarding notification and removal of such data pursuant to the Hungarian E-Commerce Act. Service Provider shall also satisfy any notice or order from court or the authorities within the time frame mandated by law.

- 17.2.** Service Provider excludes all responsibility related to infringement implemented by the Client.
- 17.3.** The Hungarian law is applicable to the current Terms. Owing to the possible cross-border nature of the purchase process, the Client agrees to use the Website with regard to the provisions of the relevant / applicable national law. If any actions related to using the Website is forbidden in the Client's country, responsibility shall exclusively arise on the behalf of the Client.
- 17.4.** If the Client takes notice of any objectionable content on the Website, he/she shall notify the Service Provider immediately. In condition that Service Provider deems such notification justified, it is entitled to delete or modify related content.
- 17.5.** In accordance with the Hungarian law, the Service Provider bears responsibility for the proper operation of the ordered product through guarantee and warranty defined in the Consumer Protection Information.
- 17.6.** Considering EK regulation 593/2008 (Rome regulation I.) article 6. paragraph (2) on law applicable to contract responsibilities, when the Client acting as a consumer has main residency at a location where the law provides higher protection to the Client than Hungarian law would, then law from Client's main residency shall prevail.

18. INTELLECTUAL PROPERTY

- 18.1.** The Website, it's image, text content and structural buildup carries a specific and original character, therefore it is protected by copyright law. The Service Provider is the copyright holder of the content presented on the Website: any author creation or other intellectual property. The Service Provider holds the exclusive right to use or to give permission to use the Website or any of its identifiable part in material or immaterial form. The Service Provider reserves exclusive right to the commercial use and right to grant permission to such use of the Website's distinctive original design.
- 18.2.** Copying the content of the Website, saving the whole or parts physically or on other electronic medium or printing is exclusively permitted if the Service Provider permits it in written form. The Service Provider's permission is required for using the Website's particular title.
- 18.3.** In addition to the rights set out in the current Terms neither the registration, the usage of the Website, nor any provisions of the current Terms confer any right on Clients to use and make use of any trade names or trademarks included on the Website. The use is considered unauthorised in particular when the law or the entitled person does not permit it in contract, or if the user uses the product beyond the limits of authorization.
- 18.4.** Distorting or any modification of the Website or any misuse in connection with the Website which unduly prejudice to good reputation or honor infringes the individual rights of the Service Provider.
- 18.5.** Hereinafter the provisions of Act LXXVI of 1999 on copyright (Hungarian Copyright act) are relevant in other copyright issues related to the Website.

19. OTHER PROVISIONS

- 19.1.** The Service Provider is entitled to change the current Term's conditions unilaterally with a prospective scope. The Service Provider shall inform the Clients about the changes through the Website. The

precondition to use the Website following an amendment requires the Client to expressly accept these modifications through the Website. In the event of new terms, previous Clients may not cite the earlier version of the Terms as the established and consistent contractual practice between the parties even if they were not informed from the above changes.

- 19.2.** By shopping in Panissimi Ltd. webshop presupposes that the Client knows and accepts the possibilities and limitations of the Internet, with special regard to technical performances and errors. Panissimi Ltd. is not liable if there is any malfunction in the Internet network, which prevents the smooth operation of the web store and the purchase.
- 19.3.** Panissimi Ltd. is free to change any content or terms and conditions. The change will take effect from the date it is displayed in the webshop and will only apply to transactions in the future.
- 19.4.** In any issues not governed by the current Terms, the rules of the Hungarian law, in particular the Civil Code, the E-Commerce Act, and Act C of 2003 on electronic communications shall be applied.

Date of entry into force: 2021.08.01

GTC can be downloaded [here](#)

Panissimi Ltd.

20. Consumer protection information on the basis of Government Decree 45/2014 (II.26.)

The rights and obligations of the current Terms shall apply to you if you entered into a contract with the entrepreneur as laid down in this report. 'Client' means any natural person who is acting for purposes other than his trade, business, craft or profession according to Act V. of 2013 on the Civil Code (Ptk.) under Article 8:1 (1)(3).

20.1. Pre-contractual general information

- a) This information report includes the essential information, conditions and information about the distance contract between Panissimi Ltd. and people at a distance.
- b) Information about the main characteristics of the purchased product can be found on cannedfish.com website and in the sales offer or order confirmation sent by the entrepreneur.
- c) The name and other information about the Entrepreneur can be found in the General Terms and Condition that is listed together with this Consumer report.
- d) Information on the full fee (with sales tax included) of the product and service described in the contract can be found in the sales offer.
- e) Information on implied warranty, product warranty and commercial guarantee is included in this information report.
- f) In case that Client has a customer protection claim against Panissimi Ltd., the Client may also to turn to conciliation panel. The competent conciliation panel for *Panissimi Ltd.* with territorial jurisdiction is the Conciliation Panel by the Veszprém Megyei Békéltető Testület (Tel.: +36-88-814-121, E-mail: info@bekeltetesveszprem.hu) (Country Court of Commerce and Industry. According to section 20 of the Hungarian Consumer Protection Act, the competent authority for the proceedings of conciliation is the conciliation panel that has territorial jurisdiction at the Client's permanent address or residence. If the Client has no domestic address or residence then the competence of the conciliation panel shall be determined by the entrepreneur concerned in the dispute or by the body representing the entrepreneur. Alternatively, at the Client's request a conciliation panel other than above shall be assigned.

20.2. Information on the right of withdrawal / cancellation

- a) *You are entitled to withdraw from this contract without giving any reason within 14 days.*
- b) *You may not exercise your right of withdrawal or termination:*
 - *in the case of a non-prefabricated product which has been produced on your instructions or at your express request, or in the case of a product which has been clearly tailored to the consumer;*
- c) *The withdrawal period expires 14 days after the day on which you or a third party designated by you - other than the carrier - takes over the product.*
- d) *If you wish to exercise your right of withdrawal, you must send a clear statement of your intention to withdraw (for example by post, fax or electronic mail) to the address indicated in this report or for this purpose you can use the form of withdrawal found in section 4 of this report. In case of notifying by post, the Service Provider shall consider the date of the posting, in case of notification sent by e-mail, the Service Provider shall consider the time of sending the e-mail for the deadline calculation. In case of*

sending a notification by post, you are obliged to send your letter by registered mail so that the date of dispatch can be credibly proven. The Service Provider is entitled to unilaterally determine other collection points in addition to this collection point. Detailed information regarding the above mentioned shall be continuously available on the Service Provider's website. The Service Provider is obliged to maintain at least one collection point to which the products distributed by it and affected by the withdrawal initiated by you shall be returned. The Service Provider shall not be able to accept the package returned by cash on delivery.

e) Your right of withdrawal / cancellation shall be considered within the deadline if you send your notice of withdrawal / cancellation before the expiry of the deadline indicated above.

f) Panissimi Ltd. does not have a code of conduct in accordance with the Act on the Prohibition of Unfair Commercial Practices against Consumers.

20.3. Legal effects of withdrawal / termination

a) If you withdraw from this contract, we will reimburse you immediately, but no later than 14 days after receipt of your notice of withdrawal, for any consideration paid by you, including transport costs (except for any additional costs incurred as a result of that your chosen mode of transport was other than the cheapest standard mode of transport the company has offered). We shall use the same method of payment for the refund as was the method of payment in the original transaction, unless you expressly consent to another method of payment; in this case you shall not bear any additional costs. We shall withhold the refund until we have received the product back, or you have confirmed that you have returned it: whichever is first of those two dates shall be taken into account.

b) You must return or hand over the product to Panissimi Ltd. within 14 days from the date of the notification of your notice of withdrawal. The deadline is considered to have been met if you send the product before the 14-day deadline.

c) The direct cost of returning the product is borne by you. Apart from the cost of returning the product, you will not be charged any other costs in connection with the withdrawal.

d) You can only be held liable for the amortization of the product if it has occurred as a result of excessive use apart from the normal usage that is required to determine the nature, properties and function of the product. The Service Provider may demand reimbursement of amortization and reasonable costs arising from the excessive use apart from the normal usage that is required to determine the nature, characteristics and operation of the product.

20.4. Implied warranty, product warranty, and warranty information

20.4.1. Information on implied warranty

In what case are You entitled to implied warranty?

According to the regulations of the Civil Code You may claim implied warranty against the entrepreneur in case of non-conforming performance by Panissimi Ltd..

What sort of rights do you have when claiming implied warranty?

You may claim the following implied warranties, at your choice:

You may request a repair or replacement, unless the claim you have chosen would be impossible to complete or compared to other claims it would be a disproportionate additional cost for the entrepreneur.

If you did not request a repair or replacement, or if it was not possible, you may ask for appropriate refund or, as a last resort, you may withdraw from the contract.

You may change the chosen implied warranty right to other, however you shall bear the cost of transition, unless it was justified or the entrepreneur gave a reason.

In what time limit can you exercise your implied warranty claim?

You shall notify the entrepreneur after the discovery of the error without any delay but not later than after 2 months from discovering the error. However, it is to be noted that You cannot practice implied warranty rights after 2 years from the performance of the contract (limitation period).

Against whom may You claim implied warranty?

You may claim implied warranty against the entrepreneur (that is to say, with *Panissimi Ltd.*).

What other conditions are required in order to exercise implied warranty rights?

Within six months from the performance of the contract, apart from notifying the error there are no other conditions for exercising implied warranty if You certify that the product and the service was provided by *Panissimi Ltd.* Six months after the performance You are obligated to prove that the error discovered by You existed at the date of the performance.

20.4.2. Product warranty

In what case are You entitled to the product warranty?

In the event of a defect in a movable property (product), you shall be entitled, based on your choice, to use your right specified in Section 3.1. or use the product warranty.

What sort of rights do you have when claiming product warranty?

As a product warranty claim, you shall only request the repair or replacement of a defective product.

In which case is the product considered defective?

A product is defective if it does not meet the quality requirements in the time of the release to the market or if it does not have the characteristics specified by the manufacturer.

In what time limit can you exercise your product warranty claim?

You can exercise your product warranty claim within two years from the release of the product to the market by the manufacturer. Upon expiry of this period, you shall lose this entitlement.

Against whom may You claim the product warranty and what other conditions are required?

You shall only make a product warranty claim against the manufacturer or distributor of the movable property. You are obliged to prove the defect of the product in the event of a product warranty claim.

In which cases is the manufacturer (distributor) released from its product warranty obligation?

The manufacturer (distributor) is only released from its product warranty obligation if he/she can prove that:

- the product was not manufactured or marketed in the course of his non – business activities, or
- the defect was not recognizable in the light of current scientific and technical knowledge at the time of releasing it to the market, or
- the defect of the product results from the application of legislation or a mandatory official regulation.

It is sufficient for the manufacturer (distributor) to prove only one reason for the exemption.

However, if your product warranty claim is successfully enforced, you shall be entitled to enforce your warranty claim against the manufacturer for the replaced product or repaired part.

For the settlement of warranty and guarantee claims the **19/2014 (IV.29.) of NGM Decree** on the rules of procedure for handling warranty and guarantee claims concerning items sold under a contract concluded by and between a consumer and a company shall apply.

Form of withdrawal notice

Form of withdrawal notice based on the Government Decree 45/2014 (II.26.)

(shall be filled in and returned only in case of intention to withdraw from the contract)

Addressee:

I/We, the undersigned, declare that I/we exercise my/our right of withdrawal in respect of the sale and purchase agreement of the following product(s):

Date of the conclusion of the contract / date of receipt:

Name(s) of the consumer(s):

Address(es) of the consumer(s):

Signature(s) of the consumer(s): (applicable only on a paper notice)

Date: