

These General Terms and Conditions (hereinafter GTC) lay down the rights and obligations of Euro Puppy Limited Liability Company (company registration number Cg.13-09-118887, registered office: 2200 Monor, Kossuth L. utca 77. 1. em. 4.), – hereinafter: Service Provider – and the rights and obligations of Client making use of the electronic commerce services – hereinafter: Customer.

### 1. SERVICE PROVIDER DATA

Name: Euro Puppy Limited Liability Company

Registered office: Kossuth L utca 77. 1. em. 4., Monor 2200, Hungary

Company register number: Cg.13-09-118887

Name of the authority registering Service Provider: Budapest Környéki Törvényszék Cégbírósága (Budapest Environs Regional Court)

Service Provider's tax identification number: 12958900-2-13

Service Provider's telephone number: +36 30 384-5524

Service Provider's web page: [www.europuppy.com](http://www.europuppy.com)

Service Provider's email address [puppy.support@europuppy.com](mailto:puppy.support@europuppy.com)

Data protection register number: NAIH-91397/2015

Commercial activity registration number: 13-09-118887

Name, address, email address of hosting service provider: ACE Telekom, Zay utca 3., 1037 Budapest, Hungary, [operator@acetelekom.hu](mailto:operator@acetelekom.hu)

### 2. GENERAL PROVISIONS

This GTC is available for reading on Service Provider's web page at [www.europuppy.com](http://www.europuppy.com), and can be downloaded by clicking on the link [https://www.europuppy.com/terms\\_and\\_conditions](https://www.europuppy.com/terms_and_conditions). Service Provider shall file this GTC. This GTC shall be concluded only electronically by Customer's explicit acceptance and electronic signature. This GTC shall be considered as a written agreement that is available and can be concluded only in English. Service Provider is not bound by any code of conduct.

This GTC shall apply to all electronic commerce services provided from the territory of Hungary and used in Hungary or abroad that take place through the web shop resided on [www.europuppy.com](http://www.europuppy.com) website (hereinafter website). The GTC shall also apply to all commercial transactions provided from the territory of Hungary and used in Hungary or abroad that are carried out between Parties defined in this contract. Purchases made in the web shop shall be regulated by Act CVIII of 2001 on certain issues of electronic commerce activities and information society services (hereinafter Ektv.), and Chapter IV of Government Decree 45/2014 (II.26.) on the detailed rules of contracts concluded between consumers and business operations transposing Consumer Rights Directive 2011/83 26.), Council and Act V of 2013 on the Civil Code of Hungary.

Consumer may be any natural or legal person or organization without legal personality. Registration is not required for making a purchase. In the course of making a purchase, Customer shall accept this GTC and the Privacy Statement. By accepting GTC and the Privacy Statement, Customer shall confirm that he is familiar with their content, and agrees to be bound by them.

### 3. PRODUCTS TO ORDER

The web shop operated on [www.europuppy.com](http://www.europuppy.com) website is engaged in the sale of live dogs. Dogs shown on the website may only be ordered via the web shop online.

The Service Provider shall be responsible for providing the Customer with a standard pedigree for the dog, if a pedigree is advertised. If an export pedigree is requested, and paid for by the Customer, then the Service Provider is responsible for providing this. The Service Provider shall endeavour to provide the Customer with the applicable pedigrees between two and six months of purchase. Processing times by the appropriate Kennel Club are not within the remit of the Purchaser who shall not be liable for further delays.

### 4. ORDERING PROCESS

Customer clicks on the Reserve NOW button on the page of the selected dog on the website. Then Service Provider redirects Customer to a SSL cert-protected page. This is the so called basket or check-out page where ordering takes place in 4 stages. On the first page, Customer starts the ordering process by submitting his/her email address. Having provided the shipping destination, Customer selects the most suitable shipping option including the shipping method, the applicable service and the shipping address. Then the system calculates a shipping price. In the next step, when the shipping price is displayed, Customer may opt for additional services as follows: Export Pedigree, Shipping Protection, Agent Services.

Having calculated and chosen a shipping price for the selected dog and selected additional services, Customer receives the TOTAL PRICE at the bottom of the page including the purchase price of the dog, shipping price and other costs. In the next step, but still on this page, Customer may decide to pay a deposit of EUR 750 or USD 750 or the total price. Then by selecting the appropriate check box, Customer shall confirm that he/she read and accepted this GTC. Clicking on the "Pay Securely" button at the bottom of the page, Customer is directed to the next page where he/she selects the method of payment. Customer effects payment on PayPal or PayU proprietary websites or by bank transfer. Then Customer is redirected to the website to check the confirmation of the order and provide personal data (shipping address, billing address). With this step, the ordering process is complete. Before making a payment, Customer shall study and accept this GTC.

The system automatically offers Customer the back-to-back technical steps required for concluding the contract. Customer may interrupt the process any time up to the point of submitting the order. Prior to submitting the order, Customer has the opportunity to review the data that he provided and correct errors.

When Customer submits an order, it shall be considered as a legal statement to conclude a contract. The contract concluded electronically comes into force when Service Provider's confirmation of the order is delivered to Customer. The contract concluded this way in English between Parties shall be considered a written agreement. Service Provider shall file the contract and keep it for two years from the time of its conclusion.

Service Provider shall not be liable for late or failed shipments or other problems and errors caused by incorrect or inaccurate order data given by Customer.

Service Provider shall confirm the purchase electronically by sending a message to the email address provided by Customer within 24 hours following the delivery of Customer's order. Service Provider shall confirm the receipt of the payment and the purchase price that is paid by Customer after sending of the order. The order and its confirmation shall be considered delivered to Service Provider or Customer respectively, when it becomes available for the given Party.

### 5. PROCESSING ORDERS AND PERFORMANCE

Orders shall be processed during the opening hours on weekdays from 8 am to 7 pm. Orders may also be submitted beyond the period defined for processing orders. If the order is submitted after the opening hours, it will be processed the next day.

After a confirmation is sent to Customer, Service Provider shall reserve the dog selected by Customer at the breeder, and shall inform Customer of the reservation. If the breeder sold the dog that had been selected by Customer and reserved by Service Provider to someone else following the reservation, and Service Provider was not notified of the sale, Service Provider shall fully reimburse the price paid by Customer at the time of the order, except if Customer intends to select another dog. In such a case the formerly paid purchase price shall be calculated into the purchase price of the newly selected dog.

Service Provider shall collect the reserved dog from the Breeder, then Service Provider shall perform the prescribed veterinary checks. If the checks confirm that the dog is fit to be sold, Service Provider shall take steps to ship the dog to the shipping address provided by Customer within 15 days.

Shipping is allowed if each of the following conditions is met:

- health checks verify that the dog is free of diseases;
- there is no legal obstacle for the dog to travel to the country;
- the airline that will ship the dog confirmed to Service Provider that the reservation request made for the dog is accepted.

Shipping shall be considered performed if the dog is shipped to the shipping address or to the airport indicated by Customer. If Customer chooses to receive the dog at an airport, Customer shall take care of receiving the dog at the airport and pay for the additional costs if any. Service Provider shall inform Customer of the expected shipping time which may, however, be subject to change depending on the health checks and the shipping conditions. Service Provider shall inform Customer of the progress of the fulfillment of the order.

Service Provider shall arrange shipping for the earliest possible date. If there shall be any delay to this agreed date, caused or requested by the Customer, Customer shall pay a \$25 per day fee to cover the extra costs of housing the dog during the delay. A recalculation of the shipping costs might be necessary and any additional shipping costs shall be paid for by the Customer.

Service Provider reserves the right to reject confirmed orders. In such a case, Service Provider shall reimburse the payment made by Customer within 15 days from the rejection of the order.

### 6. PRICES

The price indicated as the total price of the order shall always mean a gross purchase price. The price shall be indicated in the currency that Customer preselected on the website. The purchase price is USD based. Service Provider shall indicate the purchase price in the currency selected by Customer based on the valid daily exchange rate of USD. The price of dog, shipping and other services shall be displayed in USD or EUR, but next to them, the prices shall also be shown in the selected currency. The Total Price shall only be published in USD or EUR. The deposit shall amount to EUR 750 or USD 750 depending on Customer's preferred currency. Total Price shall include the expected shipping price too. Shipping price may change after Customer submits the order, which Customer acknowledges.

For Customers residing within the European Union, a 27% VAT shall be additionally applied to the Total Price.

Service Provider reserves the right to change the prices of the dogs included in the web shop. The change shall come into effect simultaneously with its publication on the website, and it shall not apply to the price of the dogs ordered already. If, in spite of Customer's all care, incorrect prices are published on the website, especially such obviously incorrect prices that greatly differ from the well-known, generally accepted or estimated prices, or prices such as HUF/EUR "0" or EUR/USD "1" which are the results of a system error, Service Provider is not obligated to ship the dogs on these incorrect prices. In such cases, Service Provider may offer shipping on the correct price, and Customer may withdraw the order.

Simultaneously with submitting the order, Customer shall pay a deposit of EUR 750 or USD 750, based on his/her preference, or the full purchase price to Service Provider. If Customer pays the deposit to Service Provider at the time of submitting the order, he/she shall pay the remaining amount of the full purchase price 10 days before the planned shipping day the latest. Service Provider shall start the booking of the air shipping of the dog following the payment of the full purchase price.

### 7. PAYMENT METHODS AND CONDITIONS

When confirming Customer's order, Service Provider shall indicate the gross purchase price of the dog, the shipping and other costs, the total amount of the purchase price and costs, namely the Total Price. Service Provider shall also specify its bank account number and the order ID.

Customer can pay the deposit or the full purchase price to Service Provider in the following ways:

### **Secure PayU Credit Card Payment**

In the course of placing the order, Customer shall indicate whether he/she intends to pay the deposit or the full purchase price. Then by selecting the appropriate check box, Customer shall confirm that he/she read and accepted this GTC. As a next step, Customer may choose Secure PayU Credit Card Payment method. Then Customer provides his/her second name, first name, email address and the full shipping address. By clicking on the Confirm details button, Customer finalizes the order. When Customer clicks on the Complete Checkout button, system redirects Customer to PayU website. Customer can effect the payment here on PayU website. On PayU website, Customer can check the subject of the order and the amount to pay once more. Customer provides credit card data and completes payment by clicking on the Finish Order button.

### **Secure PayPal Payment**

In the course of placing the order, Customer shall indicate whether he/she intends to pay the deposit or the full purchase price. Then by selecting the appropriate check box, Customer shall confirm that he/she read and accepted this GTC. Then Customer chooses Secure PayPal Payment method. By clicking on the Pay button, Customer confirms the order, then he/she is redirected to PayPal website. Customer can effect the payment on PayPal website. On PayPal website, Customer can check the subject of the order and the amount to pay once more. Customer may decide if he/she intends to effect the payment by logging into a PayPal account, or he/she will provide credit card data and the billing address. Customer completes the transaction and the order by clicking on the Continue icon.

### **Bank wire Payment**

In the course of placing an order, Customer shall indicate whether he/she intends to pay the deposit or the full purchase price. Then by selecting the appropriate check box, Customer shall confirm that he/she read and accepted this GTC. Then Customer chooses bank transfer, that is Bank wire payment method. In the next step, Customer provides his/her second name, first name and email address. By doing this, Customer sends an email to Service Provider who in turn provides the bank account data necessary for Customer to transfer the price. Having received the bank transfer confirmation, Service Provider sets the dog's status to Sale pending to prevent other Customers from reserving the dog. Service Provider shall notify Customer of the receipt of the transferred amount.

The date of payment shall be the day when the deposit or the full gross purchase price was credited on Service Provider's bank account.

When the dog reaches 12 weeks of age, or if older at the time of purchase, the Service Provider requires the Customer to pay the remaining total price of the dog in full, within 5 days. Non receipt of this payment will result in the cancellation of the purchase and the original deposit will be lost. From this time, the total price of the dog becomes non refundable if the Customer chooses to cancel. This excludes shipping costs and related fees.

If Customer fails to meet his/her payment obligation on time, and the deposit or the full purchase price is not credited on Service Provider's bank account until the due date specified by Service

Provider, Service Provider is entitled to withdraw from the contract. Service Provider shall inform Customer of the the withdrawal from the contract for reason of Customer's default with no delay.

### 8. SHIPPING PRICES AND CONDITIONS

Service Provider shall inform Customer of shipping prices and conditions on the website in the course of ordering. Service Provider shall inform Customer of the detailed process of shipping via email. Customer shall acknowledge that the indicated air shipping rates are of informative nature, and Service Provider is entitled to change or withdraw these rates without prior notice if changes of prices or shipping conditions of the selected airline necessitate it, or if new regulations come into force that adversely affect the planned shipping date. Service Provider shall immediately inform Customer of the changes of the air shipping rate via email.

As stipulated under the late performance clause in point 9, any delay in the scheduled transport of the dog to the Customer, occurring due to factors beyond the control of the Service Provider, shall not be considered an acceptable circumstance for cancellation of the purchase, nor return of the deposit.

Customer may specify his/her street address or any other address as shipping address, or in the event of air shipping, Customer may opt for a delivery at the airport or home delivery. With reference to these stipulations, Customer shall agree the shipping method and shipping address in a co-operative manner with Service Provider. Customer shall endeavor to co-operate in receiving the dog according to the selected shipping method. Customer shall have the dog checked by a veterinarian within 48 hours of the receipt of the dog and inform Service Provider of the results of the check-up writing.

### 9. RIGHT OF WITHDRAWAL

#### WITHDRAWAL WITHOUT JUSTIFICATION

Pursuant to Point c) Paragraph (1) Section 29 of Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts concluded between consumers and business operation, Customer is not entitled to exercise the right of withdrawal without justification set forth in Section 20 in case of products that are clearly personalized.

With reference to the above mentioned points of the Decree, Service Provider shall inform Customer that dogs sold by Service Provider are selected on the basis of Customer's individual needs, therefore the delivery of dogs selected by Customer shall be considered a personalized service. Any withdrawal of contract by the Customer will cause a considerable and unforeseen delay in the homing of the dog and therefore result in unnecessary distress. Therefore, Customer is not entitled to withdraw from the contract concluded with Service Provider without justification subsequent to the payment of the total price of the dog.

Customer is entitled to withdraw from the submitted order without justification within 2 days following the payment of the deposit. In this case, the paid deposit decreased by USD 75 shall be reimbursed to Customer.

If Customer withdraws from the contract without justification more than 2 days after paying the deposit but prior to paying the full purchase price, Customer shall lose the amount of the paid deposit.

### WITHDRAWAL OR TERMINATION DUE TO CONTRACT BREACH

If as a result of the breach of the contract, the performance no longer serves obligee's interest, he/she is entitled to withdraw from the contract until the payment of the full purchase price, and then he/she is entitled to terminate the contract. In order to make a valid legal statement, obligee shall specify the reason of withdrawal or termination if he/she is entitled to this right from several reasons. Obligee may change the specified reason of withdrawal or termination to another reason.

In the event of default by Service Provider, Customer is entitled to withdraw from this contract or terminate it after 90 days from Customer's default.

Parties shall send their statement of withdrawal or termination to the other Party via email. The other Party shall confirm the receipt of the statement via email within 3 days following the delivery of the message in the email account. If the other Party does not confirm the receipt of the statement of withdrawal or termination within 3 days following the delivery of the message in the email account, the message shall be considered received by the addressee on the 10th (tenth) day following the date of sending.

It shall not be considered as a breach of contract on Service Provider's part, and Customer is not entitled to withdraw from the contract or terminate it, and he/she is not entitled to reclaim the fees already paid

- if late performance is not attributable to Service Provider's conduct;
- if the color, size, complexion, appearance of the same dog differs from the photo published on the website (it is not a breach of contract if e.g. the dog has a darker shade, or it has grown too much since the time of the order, the ears are hanging, the eyes are shining etc...). If Customer intends to withdraw from the contract or terminate it for the reason that the shipped dog is not the same as the one that he reserved, Customer shall prove the case (e.g. there was a distinctive spot on the dog that proves beyond doubt that it is not the same dog);
- the dog has temporary conditions that do not endanger or influence the dog's health in the long run;
- the dog has surface bruises that are the result of natural play, movements and keeping of dogs.

If Customer withdraws from the contract for reason of Service Provider's breach of the contract, Parties shall settle accounts within 30 days from the receipt of the statement of withdrawal or termination by Service Provider.

If Service Provider withdraws from the contract for reason of Customer's breach of the contract, Parties shall settle accounts within 30 days from the receipt of the statement of withdrawal or termination by Customer.

Parties are not entitled to withdraw from the contract for an insignificant reason.

If Customer withdraws from the Contract 2 days after paying the deposit because the dog is not allowed to travel for serious health reasons, and Customer does not accept the replacement dog, the amount of deposit shall be reimbursed to Customer.

If Customer withdraws from the contract once in possession of the dog, Service Provider is not able to reimburse the price of shipping of the dog to Customer. Customer shall pay the cost pertaining to the return of the dog.

When exercising his/her right of withdrawal or termination, Customer shall act in good faith, and exercise these rights in accordance with their intended goal. Customer shall not misuse the right of withdrawal and termination.

Service Provider shall warrant for deficient performance (implied warranty).

Service Provider shall undertake a lifetime guarantee for the shipped dog against death caused by genetic or congenital reason.

Service Provider's guarantee rules are inseparable parts of this GTC.

Based on his/her implied warranty claim, at his option, Customer is entitled to

1. request a replacement dog, except if the performance of the selected implied warranty right is not feasible, or if it resulted disproportionate extra costs for Service Provider compared to the performance of another implied warranty claim, considering the value of the service in faultless status, the gravity of the breach of the contract, the damage of interest caused by the performance of the implied warranty claim to the obligee; or
2. require the proportionate performance of the service, or he may withdraw from the contract, if obligor does not undertake replacement or not able to meet this obligation, or if obligee's interest to repair or replacement ceased to exist.

## 10. ELECTRONIC CUSTOMER SERVICE, MANAGING COMPLAINTS

Service Provider shall operate an electronic Customer Service to manage Customers' feedbacks, investigate and remedy complaints and provide information to Customers. Customer Service is available at the following email address: [puppy.support@europuppy.com](mailto:puppy.support@europuppy.com)

Service Provider shall investigate the complaint without delay and rectify it if necessary. If Customer is not satisfied with the way Service Provider addressed the complaint, Service Provider shall draw up minutes of the complaint and his position regarding the case with no delay, and send the minutes to Customer via email. If it is not feasible to investigate the complaint immediately, Service Provider shall draw up minutes of the complaint and send it to Customer via email.



Service Provider shall reply in writing to complaints sent to the above addresses within 30 days. If the complaint is rejected, Service Provider shall justify the reason for rejection. Service Provider shall keep the reply for 1 year, and produce it to the authorities controlling his activities.

### 11. PRIVACY

Service Provider shall store data received from Customer only for specific purposes and only to perform the contract and to verify the conditions of the contract at a later date. Service Provider shall not disclose Customer's data to third parties, with the exception of the Card issuer, and except for third parties who act as Service Provider's subcontractors. Service Provider shall manage Customer's data by fully respecting the effective provisions of Act CXII of 2011 on Information Self-Determination and Freedom of Information (see: Privacy Statement).

### 12. MISCELLANEOUS

By submitting the order, Customer declares that he/she is familiar with Service Provider's General Terms and Conditions and Privacy Statement and acknowledges to be bound by them.

Service Provider declares that the web shop meets the security standards and does not pose risk for the users. Making purchases on the website presupposes that Customer is aware of the technical limitations of the Internet and acknowledges the sources of error associated with the technology.

Service Provider shall not be liable for any damages originating from the problems of connection to the web shop. Customer shall be liable for the protection of his computer and the data stored on the computer.

Service Provider shall not be liable for damages caused by events beyond his control (force majeure) including but not limited to damages originating from the use or dysfunction of the website, modification of data by any person, late delivery of the information, computer viruses, software malfunctions, Internet network problems, other technical or system errors.

All data and information located in the web shop and the design and structure of the website as displayed on the website are protected by copyright. Using these elements without the permission of the copyright owner may violate intellectual property laws and other regulations. No one is allowed to change, reproduce, publish, present or in any way use for commercial purposes the materials located on the website without copyright owner's permission.

Service Provider is entitled to change the conditions of this GTC unilaterally any time. The amendment comes into force at the time of its publication on the website.

If any points of this GTC is found to be invalid, that point shall not affect the validity of the entire GTC. In this case, Parties will replace the invalid point with a valid agreement with no delay according to their original intention at the time of concluding the contract.

Parties state that they intend to settle their disputes arising from this GTC peacefully.

Concluding parties shall attempt to settle their disputes pertaining to this contract by mutual agreement. If they fail to reach agreement this way, Parties agree that the disputes shall be exclusively decided by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest in accordance with its own Rules of Proceedings.

This contract qualifies as an arbitration agreement with respect to Act LXXI of 1994 on Arbitration. Parties agree that the number of arbitrators shall be one and the Arbitration Court shall proceed according to its Rules of Proceedings.

This GTC and the legal relations based on the contract are governed by the laws of Hungary. All issues not stipulated in this GTC will be governed by the applicable laws of Hungary.

Dated as of January 7th, 2016