

Terms and Conditions

1. Preliminary

This website is owned by: XXL Development Office KFT. (hereinafter, XXL Development).

- Address: Hungary, Budapest, 1022. Rókushegyi lépcső 14. Al. 2.a
- Tax identification number 25857225-2-41
- Registration number: 01 09 292898

It is the user's responsibility (hereinafter, the "User") to be familiar with the General Terms and Conditions of Sale (hereinafter, the "GENERAL TERMS AND CONDITIONS OF SALE") in force at the time of purchase.

By accepting these conditions, the User declares to be of legal age and with sufficient legal standing to be bound by these GENERAL TERMS AND CONDITIONS OF SALE.

Please check the product information carefully for specific conditions of sale. These GENERAL TERMS AND CONDITIONS OF SALE may be supplemented or modified by specific clauses or conditions indicated on certain products, particularly with regard to the right of withdrawal, exchanges or refunds.

XXL Development may modify these GENERAL TERMS AND CONDITIONS OF SALE at any time. Any possible modifications will in no case affect purchases that have been made prior to the entry into force of the modifications, which will in any case be governed by the GENERAL TERMS AND CONDITIONS OF SALE in force at the time of making the purchase.

These GENERAL TERMS AND CONDITIONS OF SALE may be saved and reproduced at any time by the User using the options provided by the Internet browser and they must be read and accepted before finalising the purchase.

2. User Registration

It is not necessary to register as a user on the website (<https://zamacollection.hu>) in order to purchase XXL Development's ZAMA Collection products online. Purchases can be made without registration. Registration as a user is free of charge and must be completed through the "Register" tab on the website itself. At the end of the registration process, the User will receive an e-mail at the e-mail address provided, confirming that the process has been completed correctly. The User will be able to access the section for registered users with their User name and password (or by the means that XXL Development provides in each case to identify and authenticate Users). The User can find relevant information on their profile, such as previous orders or the delivery address provided. The User may unsubscribe at any time by sending an e-mail to the following address: info@zamacollection.hu

3. Period of validity of the offer

Offers or purchase proposals communicated online are valid for the period of time specified by XXL Development, or failing this, for as long as they remain accessible to recipients. This does not affect the provisions set out in specific legislation.

4. Purchasing process

The purchasing process consists of the following steps:

- (i) Product selection: Browse our site and click the "Add to Cart" button each time you wish to add a product to the shopping cart. The shopping cart contains the name of the selected product, the quantity and the price in euros.
- (ii) Start the purchase process: To start the purchasing process click on the "Proceed to checkout" button.
- (iii) Filling in the purchase details: Before selecting the payment method, you must fill in the details of your purchase and correct any errors made when entering them. Once you have verified your details, confirm your order.

(iv) Selecting the payment method: Select your preferred payment method, accept the GENERAL TERMS AND CONDITIONS OF SALE by ticking the corresponding box, and click on the "Finalise order" button. At this point, the purchasing contract will be completed for all purposes.

(v) Purchase confirmation: Once we receive your acceptance, XXL Development will issue an on-screen confirmation which you can save, containing the following information:

- Order number
- Date of order
- Summary of the products included in the purchase

In any case, XXL Development will issue a purchase confirmation by e-mail within 24 hours of receipt of the purchase order.

At any point in the purchase process you can consult these GENERAL TERMS AND CONDITIONS OF SALE, as well as the final price of the selected products.

Once the purchase has been confirmed, the customer may not alter or cancel the order except in the cases provided for by law or in these GENERAL TERMS AND CONDITIONS OF SALE.

5. Verification of Dimensions and Home Access

User Responsibility for Verifying Space Dimensions

By making a purchase through our platform, the user expressly acknowledges and accepts that it is their responsibility to check and ensure that the dimensions of the purchased product are suitable for the space where it is intended to be placed.

User Responsibility for Verifying Access for Home Delivery and/or Assembly Services

If the user has selected home delivery and/or assembly services, they are responsible for ensuring in advance that the dimensions of the product, including its packaging, are compatible with the access points and spaces in their home, such as doors, hallways, lifts, or any other factors that could

impact the delivery or assembly of the product in the desired location. XXL Development is not responsible if delivery and/or assembly cannot be completed due to access or space limitations.

Application to Customised and Non-Customised Products

The above provisions apply to all products, both customised and non-customised. Since customised products cannot be returned, it is especially important for the user to take all necessary steps to verify dimensions and access prior to finalising the purchase.

Additional Delivery Costs

Any additional costs incurred from rescheduling delivery or hiring special services to complete the delivery due to access issues at the user's home will be the user's responsibility.

Product Dimension Information

Product dimensions, including packaging, are available in the technical specifications section under "Product Details" for each item.

6. Price, taxes and shipping costs

All prices indicated on the website are in Hungarian Forint and include taxes and duties applicable to Hungarian territory. This does not affect the fact that the purchase of products from another country may incur the corresponding taxes and/or duties. XXL Development will withhold the final amount of the order using the bank details entered by the User on the website,

At the end of the purchasing process, the User must choose the desired shipping method. The shipping costs will be detailed at the end of the purchasing process and will be paid in full by the User.

Prior to the acceptance of the order, the User will be informed of the full final price of the order, including a breakdown, where applicable, of the

amount of any extra costs or discounts applied, as well as shipping costs, taxes, duties, and other additional services.

Product prices may vary at any time depending on XXL Development pricing policy. Products purchased will be invoiced at the price published at the time of purchase.

7. Payment

Users may pay the price of the products purchased by any of the following means:

- a) By debit or credit cards issued by European financial institutions
Payment of the user's order is performed in real time through the Online POS once it has been verified that all the data provided is correct.
- b) Via ApplePay, GooglePay
- c) By bank transfer
- d) Through Stripe financial service

8. Invoice

The User hereby accepts that XXL Development will send a proof of purchase by e-mail to the address provided by the User. The User may revoke their consent to receiving the invoice online at any time by sending an email to info@zamacollection.hu. Furthermore, the User may request a copy of the invoice in paper format at any time by emailing info@zamacollection.hu.

XXL Development also enables users the possibility of downloading the invoice from the "My Orders" section in the User's personal account section. To do this, users should select the order for which the invoice is required, and click on the "Download Invoice" button.

If you have placed an order as a guest and therefore do not have a personal account, you will need to create a new account with the same e-mail address used to place the order, and then follow the steps detailed above.

9. Delivery

Orders will be shipped to any of the following countries: Hungary, Austria, Croatia, Czech Republic, Romania, Slovakia, Slovenia.

Home deliveries will be made from Monday to Friday. Users can specify any details regarding delivery, as well as the delivery, as per the options provided by XXL Development at any given time. The User will be informed of any additional charges for shipping and delivery of products during the purchase process.

10. Delivery Liability

The User shall acquire ownership of the products purchased once the agreed price has been paid in full.

The assumption of risk by the User regarding the products takes place at the time of delivery, regardless of the time at which the User acquires ownership of the products. XXL Development is therefore not liable for any theft, robbery, deterioration, damage or loss of any products that occurs after the delivery of the products to the User's delivery address.

Each delivery is considered to have been completed as soon as the product is made available to the User or to a third party authorised by the User, as indicated by the control system used by the carrier. It is the recipient's responsibility to check the order at the time of delivery and make any reservations and complaints that appear justified, including the possibility of refusing the package if it has been opened or if there are obvious signs of damage (in accordance with the provisions set out in clause 11).

XXL Development is released from its delivery obligations under Clause 8 set out above, and declines all liability in the following cases:

- a) In the event of non-payment by the User, in accordance with current legislation
- b) Omission or inaccuracy of the information which, in accordance with Clauses 2, 4, 5 and 6, must be provided by the User in the purchase order at the time of placing the order

Any reservations and complaints about any incidents in the delivery of the products should be sent to XXL Development by e-mail to the following address: info@zamacollection.hu

11. Availability

In the event any product becomes unavailable after the order has been placed, the User will be informed by e-mail of the order cancellation.

XXL Development does not guarantee the permanent availability of its products, and shall not be held responsible provided that this is not caused by a fraudulent breach by XXL Development, or is derived from errors due to unavailability of the online data transfer networks service beyond XXL Development's control.

12. Returns

12.1. Withdrawal

If the User is operating as a consumer and user (in accordance with the definition set out in article 45/2014. (II. 26.) Korm. Rendelet issued 2014.10.01., which approves the revised text of the General Law for Consumers' and Users' Defence), they will have the right to withdraw of non-legal entities (person) from the purchase contract within a period of 14 calendar days without the need for justification.

This period of 14 calendar days shall be calculated from the date of receipt of the products.

The User shall have no right of withdrawal in the event that a personalised product has been purchased.

In order to exercise this right, the product must be in perfect condition. The User shall be liable for any decrease in value of the products resulting from handling them, other than that necessary to establish the nature, characteristics and functioning of the products.

The purchase price will be refunded using the same means of payment used to pay for the order, and in any case, within a maximum of fourteen (14) calendar days from the date of receipt of the cancellation request, provided that XXL Development is not in charge of managing the collection of the product. In the event that the User returns the product via their

choice of a transport company, the refund of the purchase price will be made as soon as XXL Development is aware of the shipment of the product, or failing that, upon receipt of the product in the same condition as sent.

In all other cases, the User must bear the return delivery costs and deliver the products to the address specified by XXL Development at all times or, failing that, to the following address: 1022. Budapest, Rókushegyi lépcső 14. Al. 2. A.

In the event that the products do not arrive in perfect condition, XXL Development reserves the right to reimburse a lower amount for the order, reserving the right to withhold any amounts that the User is liable to pay for non-compliance with the obligations set out in this document.

In order to exercise the right of withdrawal, the User must notify XXL Development (address: 1022, Budapest, Rókihsgeyi lépcső 14 al 2 a , tel. (+36) 30 1391946, e-mail info@zamacollection.hu) of their decision to withdraw from the purchase made, by means of a clear statement, by post, fax or e-mail. To access the withdrawal form, click on the following link: Withdrawal Form

13.2. Products that are defective or damaged in transit

Before opening a product, the User must check (i) the conformity and condition of the packaging and (ii) that the number of packages delivered corresponds to what is stated on the delivery note. In the event that the user detects any anomalies before opening the product, XXL Development asks customers to ensure that the seal and packaging are not opened, and to write "accepted with reservation" on the delivery note, specifying the reasons for non-conformity.

Likewise, if the product has been damaged during transport, it is essential that the User notes this on the carrier's delivery note.

If the User is not satisfied with the condition of the products delivered, they should contact XXL Development immediately by telephone: (+36) 30 1391946 (from 10:00 am to 5:00 pm) or by e-mail to info@zamacollection.hu and always within 24 hours of receiving the order.

In the event that the product is defective or has arrived damaged, XXL Development will cover the shipping costs for the delivery and return of the product. If the User wishes to return the goods with a transport company other than the one offered by XXL Development, and the transport company selected by the user offers higher rates, the User will cover the difference in transport costs.

14. Customer service and conflict resolution

For any queries or incidents, please consult our FAQ and contact XXL Development customer service on the telephone number or by e-mail indicated below during the business hours established for this purpose.

- Telephone: (+36) 30 1391946
- Address: 1022. Budapest, Rókushegyi lépcső 14 al 2 a
- Opening hours: Monday to Friday from 10:00h to 17:00h.
- E-mail address: info@zamacollection.hu

15. Guarantee

If the User is operating as a consumer and user, all our products are guaranteed nationally against manufacturing defects for 2 years, except for products that indicate otherwise.

The warranty does not apply in the following cases:

- a) Transport, accidents, improper use and other damage due to abnormal use of the product by the customer after delivery of the goods. This warranty only covers transport damage caused before receipt of the material
- b) Transport of the product without the original packaging
- c) Burns, cuts, scratches, scuffs, creases, marks, scratches or other damage caused by animals or improper use of the product
- d) Use or contact with chemical products (acids, solvents, dyes, paint, ammonia, lacquers or other hair products) or treatment with cleaning products not indicated for the specific upholstery of the guaranteed product

- e) Deterioration in colour due to exposure of the product to sunlight or other heat sources
- f) Indirect losses and damages of any kind
- g) Personal and/or material damage, caused due to the user's non-compliance with the rules and instructions provided by XXL Development for the installation, use and maintenance of the product

16. Force majeure

XXL Development is not liable for the total or partial non-fulfilment of the obligations in this contract or for the delay in the fulfilment of these obligations in the event of force majeure, including general, territorial or industry strikes, flood, fire, pandemic, etc.

17. Personal data protection

In compliance with the provisions set out in Organic Law 3/2018 dated 5 December and EU Regulation 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of individuals with regard to processing personal data and on the free movement of such data, and given the current regulations applicable at all times, we hereby inform you that any personal data collected through this document will be processed by XXL Development Office Kft. in order to comply with the existing trade relationship between you and our company.

Personal data may be disclosed to third parties only when this is required in order to carry out, fulfil and control the trade relationship, and/or it is limited to the aforementioned purposes, in accordance with the current applicable regulations.

We hereby inform you that you may exercise your rights of access, rectification, cancellation, opposition, limitation in processing and portability at any time at the registered office of the trader as indicated above or by sending an e-mail to the following address info@zamacollection.hu

18. Intellectual property

XXL Development retains all intellectual and industrial property rights, including trade secret rights, to all drawings, standards, pictures, diagrams, graphic material, photographs, design samples, content and other documents, whether in electronic form, printed form, as pre-press material or brochures, provided to the User in the context of manufacturing, testing, demonstrating and marketing its products.

The User hereby acknowledges that under these GENERAL TERMS AND CONDITIONS OF SALE, XXL Development does not assign or transfer any of its Intellectual and/or Industrial Property rights to the User, or any third-party rights. XXL Development only authorises the User to access and use them in accordance with the terms indicated in these GENERAL TERMS AND CONDITIONS OF SALE. Therefore, XXL Development does not grant the User any other licence or authorisation of use of the Intellectual and/or Industrial Property rights other than that is expressly set out in the present clause.

19. Authorization for the Use of Material on XXL Development's ZAMA Social Media and Communication Channels

By accepting XXL Development's use of the content (photograph or video, hereinafter referred to as the "Material") published by you on your social media channels, you grant XXL Development a free, non-exclusive, transferable, and territorially unrestricted authorization to use, reproduce, publish, and distribute said Material. This authorization covers its use on social media, the company's website, and any other official digital or physical communication channel in all countries where XXL Development operates, for a period of one year from the date of acceptance of this assignment.

XXL Development may make modifications to the Material to adapt it to different formats, styles, or required mediums, while striving to preserve its original essence as much as possible. Furthermore, XXL Development acknowledges and respects the authorship of the Material and will include appropriate credit to the original author whenever possible.

If the Material contains images of individuals, you guarantee and declare that you have obtained all necessary rights, consents, and authorizations

from those individuals for the assignment of their image under the terms set forth herein. Additionally, you ensure that the Material does not infringe upon third-party rights, including, but not limited to, intellectual property rights or image rights.

Finally, you release XXL Development from any liability concerning third-party claims related to the use of the assigned Material.

20. Invalidity or voidability

In the event that any of the clauses of these GENERAL TERMS AND CONDITIONS OF SALE should be null and void, voidable, illegal or unlawful, in the broadest interpretative sense permitted by law:

a) Such declaration shall not invalidate the remainder of the GENERAL TERMS AND CONDITIONS OF SALE, which shall remain in full force and effect; and

b) The invalid or voidable term(s) shall preferably be replaced or adjusted rather than voided.

21. Applicable law and jurisdiction

These GENERAL TERMS AND CONDITIONS OF SALE shall be governed or interpreted, in all matters not expressly provided for herein, in accordance with Hungarian legislation, and in particular under Law 34/2002 on Information Society Services and Electronic Commerce. The language for the conclusion of the contract shall be English.

XXL Development and the User expressly agree to waive any other jurisdiction that may be applicable and to submit any dispute that may arise from the supply of the products or services subject to these GENERAL TERMS AND CONDITIONS OF SALE to the courts and tribunals corresponding to the User's domicile. Alternatively, the consumer may submit this to the jurisdiction of the courts of the city of Budapest (Hungary)

If the User is operating as a consumer or user, nothing in this clause shall affect their rights covered under current legislation.