General Terms and Conditions

GENERAL TERMS AND CONDITIONS

Effective from: 1st September 2026

These General Terms and Conditions (hereinafter: "GTC") set out the terms applicable to purchases made through the KAMIKAZE Combat Sports Webshop and regulate the rights and obligations between the Customer and the operator of the webshop.

1. Service Provider

Company name: ZEN-IT Web Solutions Kft.
Webshop: KAMIKAZE Combat Sports Webshop
Registered office: 1173 Budapest, Vadkacsa utca 12/D, Hungary
Retail shop and personal collection point: 1173 Budapest, Vadkacsa utca 12/D, Hungary
Tax number: 32421563-2-42
EU VAT number: HU32421563
Company registration number: 01-09-423276
Registering court: Company Court of the Budapest-Capital Regional Court
E-mail: info@kamikaze.hu
Telephone: +36 20 206 1370
Website: kamikaze.hu

Hereinafter referred to as the **Service Provider**.

2. Scope and Acceptance of the GTC

These GTC apply to products and related services sold by the Service Provider through the kamikaze.hu website and to contracts concluded in connection with such purchases.

By submitting an order, the Customer confirms that they have read, understood and accepted these GTC before placing the order.

The language of the contract is Hungarian.

Contracts concluded through the webshop qualify as contracts concluded by electronic means.

The Service Provider stores order data in its electronic system for the period prescribed by applicable law and its Privacy Policy.

3. Applicable Legislation

Matters not regulated in these GTC shall be governed in particular by the applicable provisions of Hungarian law, including:

- Act V of 2013 on the Civil Code;
- Act CVIII of 2001 on electronic commerce and information society services;
- Act CLV of 1997 on consumer protection;
- Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses;
- Government Decree 373/2021 (VI.30.) on the detailed rules applicable to contracts for the sale of goods between consumers and businesses;
- the legislation in force concerning mandatory guarantees for durable consumer goods;
- the legislation in force concerning the handling of warranty and guarantee claims.

4. Consumers and Business Customers

A consumer is a natural person acting for purposes outside their trade, profession, occupation or business activity.

Special statutory consumer rights apply only to Customers who qualify as consumers in relation to the relevant contract.

Customers acting in the course of a business, professional or commercial activity shall only benefit from consumer protection provisions where expressly required by law.

5. Products and Product Information

The essential characteristics of the products available in the webshop are described on the relevant product pages.

Product images are provided primarily for illustrative purposes. The display of colours may vary depending on the Customer's screen settings.

The Service Provider endeavours to ensure that product descriptions and technical information are accurate and up to date.

The Service Provider reserves the right to correct obvious typographical or data-entry errors.

6. Prices

Consumer prices displayed in the webshop are stated in Hungarian forints and include VAT.

Unless otherwise indicated, product prices do not include delivery charges.

Delivery charges are displayed during the ordering process before the order is finalised.

If an obviously incorrect price is displayed, including in particular HUF 0, HUF 1 or a price clearly and substantially different from the usual market value of the product, the Service Provider is not obliged to supply the product at the clearly incorrect price. In such cases, the Service Provider may offer to fulfil the order at the correct price, which the Customer is not obliged to accept.

7. Ordering Process

The Customer:

1. selects the desired product and relevant product parameters;
2. adds the product to the shopping cart;
3. reviews the contents of the cart;
4. provides the information required for fulfilment;
5. selects one of the available delivery and payment methods;
6. reviews and, if necessary, corrects the information provided before submitting the order;
7. accepts these GTC;
8. submits the order with an obligation to pay.

The Customer is responsible for ensuring that the data provided during the ordering process are accurate and suitable for fulfilment of the order.

8. Conclusion of the Contract

After the order has been submitted, the Service Provider sends an electronic confirmation to the Customer.

The automatic confirmation confirms that the order has been received by the Service Provider's electronic system.

If the confirmation is not received by the Customer within 48 hours after submission of the order, the Customer shall no longer be bound by the order.

The contract is concluded when the Service Provider accepts the order. If the automatic confirmation expressly contains acceptance of the order, the contract is concluded upon receipt of that confirmation.

9. Payment Methods

The Customer may select from the payment methods made available during the ordering process.

These may include in particular:

- cash on delivery;
- bank transfer;
- online bank card payment through the Barion system;
- payment in person, where made available for the relevant order.

In the case of online bank card payment, card details are not received by the Service Provider.

For certain products, personalised orders, high-value orders or orders placed by Customers who have previously failed to accept delivery, the Service Provider may require advance payment, provided that the Customer is informed before fulfilment of the order.

10. Delivery and Personal Collection

The currently available delivery methods and their charges are shown during the ordering process and in the webshop's delivery information.

The Service Provider may provide delivery through, among others, GLS, FOXPOST and MPL.

Any delivery times displayed on the website are estimates unless the Service Provider expressly undertakes a guaranteed delivery deadline.

Personal collection may also be selected where this option is available during the ordering process.

11. Receipt of Shipments

The Customer must provide accurate delivery information and reasonably cooperate in accepting delivery.

When receiving a shipment, the Customer is advised to inspect the external condition of the parcel.

If the parcel is visibly damaged, the Customer is advised, where possible, to have the damage recorded by the carrier at the time of delivery.

Acceptance of the shipment or failure to have damage recorded at the time of receipt does not in itself affect the Customer's statutory warranty, guarantee or other consumer rights.

12. Uncollected or Unaccepted Shipments

A consumer may exercise the statutory right of withdrawal in the manner prescribed by law, in particular by submitting an unequivocal statement of withdrawal or by using the online withdrawal function provided in the webshop.

Merely failing to accept or collect a shipment, or refusing delivery, does not in itself constitute a valid notice of withdrawal.

If the Customer, for reasons attributable to the Customer, fails to accept a shipment that has been properly dispatched and the shipment is therefore returned to the Service Provider, the Service Provider may claim compensation, within the limits permitted by law, for actual and verifiable losses caused by the breach of contract, including reasonable outbound and return delivery costs.

This provision does not affect the consumer's statutory right of withdrawal.

If the Customer previously failed to accept an order or has not paid a lawfully asserted amount arising from an unaccepted shipment, the Service Provider may make the fulfilment of subsequent orders conditional upon advance payment and may refuse to offer cash-on-delivery payment.

In the event of repeated unaccepted orders, the Service Provider may fulfil future orders only against advance payment.

13. Consumer Right of Withdrawal

Consumers have the right to withdraw from the contract without giving any reason in accordance with Government Decree 45/2014 (II.26.).

In the case of a sales contract, the withdrawal period is generally **14 days** from the day on which the consumer or a third party designated by the consumer, other than the carrier, takes possession of the goods.

Where several goods are ordered in one order but delivered separately, the withdrawal period begins on the day the final item is received.

The consumer may also exercise the right of withdrawal between the date of conclusion of the contract and the date of receipt of the goods.

14. Exercising the Right of Withdrawal

The consumer may exercise the right of withdrawal:

- by making an unequivocal statement of withdrawal;
- by using the statutory model withdrawal form; or
- by using the **"Withdrawal from the Contract" online function** provided by the KAMIKAZE webshop.

The withdrawal is considered timely if the consumer sends the withdrawal notice before expiry of the 14-day withdrawal period.

Where the online withdrawal function is used, the Service Provider shall acknowledge receipt of the withdrawal electronically without delay.

The consumer bears the burden of proving that the right of withdrawal was exercised in accordance with the applicable legal requirements.

15. Obligations Following Withdrawal

Following withdrawal, the consumer must return or hand over the goods to the Service Provider without undue delay and no later than 14 days after notifying the Service Provider of the withdrawal.

The deadline is met if the consumer sends the goods before expiry of the 14-day period.

The direct cost of returning the goods shall be borne by the consumer unless the Service Provider has agreed to bear that cost.

The Service Provider is not obliged to accept parcels returned by cash on delivery.

16. Refunds Following Withdrawal

In the event of a valid withdrawal, the Service Provider shall refund all payments received from the consumer, including, where required by law, delivery charges corresponding to the least expensive standard delivery method offered by the Service Provider, no later than **14 days** after being informed of the withdrawal.

Where the consumer selected a delivery method more expensive than the least expensive standard delivery method offered by the Service Provider, the Service Provider is not required to refund the additional cost.

Refunds shall generally be made using the same payment method used by the consumer for the original transaction unless the consumer expressly agrees to another method.

In the case of a sales contract, the Service Provider may withhold reimbursement until the goods have been returned or until the consumer provides sufficient proof that the goods have been sent back, whichever occurs first.

17. Diminished Value of Returned Goods

The consumer shall only be liable for any diminished value of the goods resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the goods.

The goods may be inspected and tried only to the extent reasonably necessary in a physical retail store for establishing their nature and characteristics.

18. Exceptions to the Right of Withdrawal – Personalised Products

The consumer may not exercise the right of withdrawal in respect of goods that are not prefabricated and are made on the basis of an individual choice or decision by the consumer, or goods that are clearly personalised.

This includes in particular products customised at the consumer's request with:

- names;
- initials;
- custom text;
- kanji or other custom characters;
- custom logos, crests or emblems;
- custom embroidery;
- custom prints; or
- other forms of personalisation requested by the consumer,

provided that the product qualifies as clearly personalised under applicable law.

The absence of the right of withdrawal does not affect the consumer's rights in the event of defective performance.

19. Statutory Warranty for Defective Performance

In the event of defective performance, the Customer may assert statutory warranty claims in accordance with the Hungarian Civil Code and applicable consumer legislation.

In contracts between consumers and businesses, the consumer may, subject to statutory conditions, primarily request repair or replacement unless the chosen remedy is impossible or would impose disproportionate costs.

Where the statutory conditions are met, the consumer may request an appropriate price reduction or terminate the contract.

The limitation period for statutory warranty claims is determined by applicable law.

The applicable rules governing the burden of proof in consumer sales contracts are determined by the legislation in force.

20. Product Liability

In the event of a defective movable product, the consumer may, subject to the statutory conditions, assert a product liability claim against the manufacturer or distributor.

Under a product liability claim, the consumer may request repair or replacement of the defective product.

The time limits and evidentiary requirements for product liability claims are governed by the Hungarian Civil Code.

21. Guarantee

Where the purchased product is subject to mandatory statutory guarantee requirements, the consumer shall be entitled to the rights provided by applicable law.

The duration of the mandatory guarantee, the products covered and the conditions for exercising guarantee rights are governed by the legislation in force.

Any voluntary guarantee provided by the Service Provider or manufacturer shall not restrict statutory consumer rights.

22. Handling Warranty and Guarantee Claims

Warranty and guarantee claims may be submitted through the following contact details:

E-mail: info@kamikaze.hu
Postal/personal address: 1173 Budapest, Vadkacsa utca 12/D, Hungary
Telephone: +36 20 206 1370

The Service Provider handles and documents consumer warranty and guarantee claims in accordance with applicable law.

The original paper invoice is not a mandatory condition for asserting consumer rights if the purchase can be adequately verified by other means.

23. Complaints

Consumers may submit complaints relating to the Service Provider, its products or services orally or in writing.

Written complaints may be submitted to:

E-mail: info@kamikaze.hu
Postal address: 1173 Budapest, Vadkacsa utca 12/D, Hungary

Written complaints shall be answered in writing and on their merits within the statutory deadline.

If a complaint is rejected, the Service Provider shall inform the consumer of the competent authority or conciliation body to which the consumer may turn.

24. Conciliation Body

If a consumer dispute cannot be resolved directly between the consumer and the Service Provider, the consumer may contact a Hungarian conciliation body.

The Service Provider is subject to the statutory duty of cooperation in conciliation proceedings.

The conciliation body competent according to the Service Provider's registered office is:

Budapest Conciliation Board

Current contact details of Hungarian conciliation bodies are available through the official consumer protection information channels.

25. Consumer Protection Authority

In the event of an alleged infringement of consumer protection rights, consumers may contact the competent consumer protection authority.

Consumer protection functions are performed by the authorities designated by the legislation in force.

26. Online Dispute Resolution

The former European Union Online Dispute Resolution (ODR) platform ceased operation on 20 July 2025 and is therefore no longer referred to by the Service Provider.

Consumers remain entitled to use the Hungarian conciliation system.

27. Data Protection

The Service Provider processes personal data in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR) and the relevant Hungarian legislation.

Detailed information on data processing is set out in the webshop's separate **Privacy Policy**, which is continuously available on the website.

For the purpose of fulfilling orders, the Service Provider may transfer the necessary personal data to service providers involved in fulfilment, including the selected delivery service and payment service provider.

28. Newsletter and Marketing Communications

The Service Provider sends electronic marketing communications only where a valid legal basis exists under applicable law.

Subscription to the newsletter is voluntary.

Consent may be withdrawn at any time, without justification and free of charge, including through the unsubscribe function contained in marketing messages.

Subscription to the newsletter is not a condition of purchasing from the webshop, except where a specific promotion lawfully provides otherwise.

29. Coupons, Discounts and Promotions

The Service Provider may periodically offer coupons, discounts and promotional campaigns.

The specific terms applicable to a particular promotion are set out in the relevant promotional description.

Unless otherwise stated, discounts and coupons cannot be combined.

The Service Provider may determine whether a coupon or discount may be applied to products already on sale.

Coupons may not be exchanged for cash.

30. Gift Vouchers

Gift vouchers sold through the webshop are also subject to any specific conditions stated on the relevant gift voucher product page.

Gift vouchers may only be redeemed for cash where required by law or expressly provided in the applicable voucher conditions.

31. Liability

The Service Provider's liability is governed by applicable law.

Nothing in these GTC shall be interpreted as excluding or restricting any liability which may not lawfully be excluded or restricted.

The Service Provider shall not be liable for damage caused by circumstances attributable to the Customer or by improper use of a product contrary to its intended purpose or instructions, to the extent such exclusion is permitted by law.

32. Copyright

The content of kamikaze.hu, including in particular texts, original photographs, graphics, design elements and other content, may be protected by copyright.

Use exceeding that permitted by law requires the prior consent of the Service Provider or other rights holder.

33. Technical Errors

The Service Provider endeavours to ensure the continuous operation of the webshop but does not guarantee uninterrupted or error-free availability.

The Service Provider shall not be liable for technical failures or interruptions outside its reasonable control where such liability is excluded by law.

34. Amendments to the GTC

The Service Provider may amend these GTC with effect for the future.

The amended GTC shall enter into force upon publication on the website or on any later date specified therein.

Amendments shall not affect contracts concluded before their effective date unless permitted by law or expressly agreed by the parties.

The version of the GTC in force at the time the order was submitted applies to that order.

35. Final Provisions

The Service Provider and the Customer shall endeavour to resolve any disputes amicably.

Matters not regulated in these GTC shall be governed by Hungarian law, in particular the Hungarian Civil Code and applicable consumer protection legislation.

If any provision of these GTC is invalid or unenforceable, this shall not, unless otherwise required by law, affect the validity of the remaining provisions.

In the event of any discrepancy or difference in interpretation between the Hungarian version and this English translation, the Hungarian-language version shall prevail.

Effective from: 1st September 2026

ZEN-IT Web Solutions Kft.
KAMIKAZE Combat Sports Webshop and Retail Store