# Terms of Conditions

## Terms of Conditions of Shiver Kft

### Table of contents


- Scope of Application
- Conclusion of the Contract
- Right to Cancel
- Prices and Payment Conditions
- Shipment and Delivery Conditions
- Reservation of Proprietary Rights
- Warranty
- Redemption of campaign vouchers
- Redemption of gift vouchers
- Applicable Law
- Place of Jurisdiction
- Alternative dispute resolution
- Cancellation terms
- Right to cancel
- Effects of cancellation
- Exclusion and/or premature expiration of the right to cancel


### 1. Scope of Application

**1.1.** These General Terms and Conditions of the company Shiver Kft (hereinafter referred to as „Seller”) shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as „Client”) and the Seller relating to all goods and/or services presented in the Seller‘s online shop. The inclusion of the Client’s own conditions is herewith objected to, unless other terms have been stipulated.

**1.2.** Regarding the purchase of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.

**1.3.** For contracts regarding the delivery of vouchers, these Terms and Conditions shall apply accordingly, unless expressly agreed otherwise.

**1.4.** A consumer pursuant to these Terms and Conditions is any natural person concluding a legal transaction for a purpose attributed neither to a mainly commercial nor a self-employed occupational activity. A trader pursuant to these Terms and Conditions is any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

**1.5.** Digital content in the sense of these General Terms and Conditions are all data not on a tangible medium which are produced in digital form and are supplied by the Seller by granting certain usage rights precisely defined in these General Terms and Conditions.

## 2. Conclusion of the Contract

**2.1.** The product descriptions in the Seller’s online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client. Manufacturer has a right of replacing their part numbers. If the manufacturer replaces the part number of an item, we deliver it under the new part number (even if appearance, characteristics have changed). Manufacturer and Seller is not responsible for the resulting deviations.

**2.2.** The Client may submit the offer via the online order form integrated into the Seller‘s online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping cart.

**2.3.** The Seller may accept the Client’s offer within five days, - by transferring a written order confirmation or an order confirmation in written form (email); insofar receipt of order confirmation by the Client is decisive, or - by delivering ordered goods to the Client; insofar receipt of goods by the customer is decisive, or - by requesting the Client to pay after he placed his order. Provided that several of the aforementioned alternatives apply, the contract shall be concluded

at the time when one of the aforementioned alternatives firstly occurs. Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

**2.4.** Choosing payment

**2.4.1.** If the Client chooses "Credit Card" when placing his order, payment processing is handled by the payment service provider *ADYEN N.V. Simon Carmiggeltstraat 6-50 1011 DJ Amsterdam The Netherlands* (hereinafter referred to as "Adyen"). The Adyen terms of use shall apply which can be viewed at: https://www.adyen.com/legal/terms-and-conditions.

**2.4.2.** If the Client chooses "Google Pay" when placing his order, payment processing is handled by the payment service provider from **2.4.1.** *Adyen* and *Google Pay - Google Ireland Limited. Gordon House, Barrow Street, Dublin, D04 E5W5, Dublin, Ireland* (hereinafter referred to as "Google Pay"). The Google Pay terms of use shall apply which can be viewed at: https://pay.google.com/about/terms/.

**2.5.** In case of an order via the Seller's online order form, the text of the contract will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions (for example via email or letter) after the Client has submitted his order. In addition, the text of the contract will be stored on the Seller's website and can be found by the Client via the password-protected customer account by entering the respective login information, provided that the Client has created a customer account in the Seller's online shop prior to submitting his order.

**2.6.** Prior to submitting a binding order via the Seller's online order form, the Client may recognize input errors by reading attentively the information displayed on the screen. The enlargement function of the browser to enlarge the display on the screen may be an effective method for better recognizing input errors. The Client can correct all the data entered via the usual keyboard and mouse function during the electronic ordering process, until he clicks the button finalizing the ordering process.

**2.7.** The Hungarian language is exclusively available for the conclusion of the contract.

**2.8.** Order processing and contacting usually takes place via email and automated order processing. It is the Client's responsibility to ensure that the email address he provides for the order processing is accurate so that emails sent by the Seller can be received at this address. Particularly, it is the Client`s responsibility, if SPAM filters are used, to ensure that all emails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

## 3. Right to Cancel

**3.1.** Consumers are entitled to the right to cancel.

**3.2.** Detailed informations about the right to cancel are provided in the Seller's instruction on cancellation.

**3.3.** The right to cancel does not apply to consumers, who are no nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract; and to traders who are any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

**3.4.** The Consumer does not have the right to withdraw from the contract regarding electrical components and accessories that have been installed (e.g., voltage regulators, ignition electronics). In case of installation, it cannot be traced whether other potentially faulty components or accessories of the engine have caused damage to the newly installed unit during testing.

## 4. Prices and Payment Conditions

**4.1.** Unless otherwise stated in the Seller's product description, prices indicated are total prices including the statutory sales tax.

**4.2.** Payment can be made using one of the methods mentioned in the Seller's online shop.

**4.3.** In case of delivery to countries outside the European Union, additional costs may incur in individual cases for which the Seller is not responsible and which have to be borne by the Client. This includes for example transfer fees charged by banking institutes (transfer charges, exchange fees) or import duties or taxes (customs). Such costs regarding money transfer may also incur, if delivery is not made in a country outside the European Union and the Client carries out the payment from a country outside the European Union.

**4.4.** When choosing "Credit Card", handling of payments takes place via the payment service provider *ADYEN N.V. Simon Carmiggeltstraat 6-50 1011 DJ Amsterdam The Netherlands* (hereinafter referred to as "Adyen") subject to the Adyen terms of use which can be viewed at: https://www.adyen.com/legal/terms-and-conditions

**4.5.** When choosing "Google Pay", handling of payments takes place via the payment service provider from **4.4.** *Adyen* and *Google Pay - Google Ireland Limited. Gordon House, Barrow Street, Dublin, D04 E5W5, Dublin, Ireland* (hereinafter referred to as "Google Pay") subject to the Adyen and Goole pay terms of use which can be viewed at: https://www.adyen.com/legal/terms-and-conditions, https://pay.google.com/about/terms/

## 5. Shipment and Delivery Conditions

**5.1.** Goods are generally delivered on dispatch route and to the delivery address indicated by the Client, unless agreed otherwise. During the processing of the transaction, the delivery address indicated in the Seller's order processing is decisive.

**5.2.** Should the assigned transport company return the goods to the Seller, because delivery to the Client was not possible, the Client bears the costs for the unsuccessful dispatch. This shall

not apply, if the Client exercises his right to cancel effectively, if the delivery cannot be made due to circumstances beyond the Client‘s control or if he has been temporarily impeded to receive the offered service, unless the Seller has notified the Client about the service for a reasonable time in advance.

**5.3.** Personal collection is not possible for logistical reasons.

**5.4.** Vouchers will be provided to the Client as follows: by email

**5.5.** Shipping costs includes the statutory sales tax, indicated on the product page and calculable here.
*By choosing additional parcel insurance we guarantee that you will be compensate up to the total amount of your order in case of package loss.*

**5.6.** Additional shipping costs will apply: if the maximum length of the box is over 175 cm or the weight is more than 10 kg or the combined length is more than 299 cm = (2 x width) + (2 x height). The customer will be notified about the amount of the additional shipping cost by email before the order will be processed. Customer can pay the additional shipping cost by online credit card. Seller reserves the right to deliver and invoice the ordered products in part shipments.

## 6. Reservation of Proprietary Rights

If the Seller provides advance deliveries, he retains title of ownership to the delivered goods, until the purchase price owed has been paid in full.

## 7. Warranty

**7.1.** Should the object of purchase be deficient, statutory provisions shall apply.

**7.2.** Deviating hereof, for consumers the limitation period regarding warranty claims for used goods shall be one year from delivery of goods to the Client. The shortening of the limitation period does not apply,

- for a product, which was not used, in accordance with its usual application, for building construction and which was the cause of the building‘s defectiveness,
- for damages arising out of injuries to life, body or health, which result from intentional or negligent violation of the Seller’s duties or the intentional or negligent violation of duties by the legal representative or the vicarious agent of the user,
- for other damages resulting from intentional or grossly negligent violation of the Seller’s duties or the intentional or grossly negligent violation of duties by the legal representative or the vicarious agent of the user,
- if the Seller has fraudulently concealed the defect.

**7.3.** The Client is asked to notify any obvious transport damages to the forwarding agent and to inform the Seller accordingly. Should the Client fail to comply therewith, this shall not affect his statutory or contractual claims for defects

**7.4.** In the case of warranty claims regarding products that have already been installed or fitted into a vehicle, seller reserves the right to request proof of professional installation. To process such a claim, the Customer must submit the following documents alongside the returned product:

- Proof of Professional Installation: A copy of the invoice and worksheet (job sheet) from the certified workshop that performed the installation.
- Technical Report: A written professional opinion or diagnostic report from the certified workshop, detailing the specific defect and confirming that the failure was not caused by improper installation, misuse, or incompatibility.

Failure to provide these documents may result in the rejection of the warranty claim if the defect cannot be clearly attributed to a manufacturing fault without them.

**7.5.** High-performance and tuning parts are not classified as durable consumer goods; therefore, the mandatory statutory warranty does not apply to these products.

## 8. Redemption of campaign vouchers

**8.1.** Vouchers which are issued by the Seller free of charge, for a specific period of validity in the context of promotional activities and which cannot be purchased by the Client (hereinafter referred to as „campaign vouchers”) can only be redeemed in the Seller’s online shop and only within the indicated time period.

**8.2.** Individual products may be excluded from the voucher campaign, if such a restriction results from the conditions of the campaign voucher.

**8.3.** Campaign vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

**8.4.** Only one campaign voucher can be redeemed per order.

**8.5.** The goods value should meet at least the amount of the campaign voucher. The Seller will not refund remaining assets.

**8.6.** If the value of the campaign voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

**8.7.** The campaign voucher credit will not be redeemed in cash and is not subject to any interest.

**8.8.** The campaign voucher will not be redeemed, if the Client, in the context of his legal right to cancel, returns goods paid fully or partially by a campaign voucher.

**8.9.** Campaign vouchers are only intended for the use of the person designated on the voucher. Transferring the campaign voucher to a third party is not permitted. The Seller is entitled but not obliged to check the entitlement of the respective voucher owner.

## 9. Redemption of gift vouchers

**9.1.** Vouchers which can be purchased via the Seller's online shop (hereinafter referred to as „gift vouchers") can only be redeemed in the Seller's online shop, unless otherwise stipulated in the voucher.

**9.2.** Gift vouchers and remaining assets of gift voucher can be redeemed by the end of the third year following the year of the gift voucher purchase. Remaining assets will be credited to the Client's voucher account.

**9.3.** Gift vouchers can only be redeemed prior to the conclusion of the order procedure. Subsequent offsetting is not possible.

**9.4.** Only one gift voucher can be redeemed per order.

**9.5.** Gift vouchers can only be used for the purchase of goods and not for the purchase of other gift vouchers.

**9.6.** If the value of the gift voucher is not enough for the order, the Client may choose one of the remaining payment methods offered by the Seller to pay the difference.

**9.7.** The gift voucher credit will not be redeemed in cash and is not subject to any interest.

**9.8.** The gift voucher is transferable. The Seller may render performance with discharging effect to the respective owner who redeems the gift voucher in the Seller's online shop. This does not apply, if the Seller has knowledge or grossly negligent ignorance of the non-entitlement, legal incapacity or of the missing right of representation regarding the respective owner.

## 10. Applicable Law

**10.1.** The law of Hungary shall apply to all legal relationships between the parties under exclusion of the laws governing the international purchase of movable goods. For consumers, this choice of law only applies to the extent that the granted protection is not withdrawn by mandatory provisions of the law of the country, in which the consumer has his habitual residence.

**10.1.** Furthermore, this choice of law regarding the right to cancel does not apply to consumers, who are not nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address is located outside of the European Union at the time of concluding the contract.

## 11. Place of Jurisdiction

If the Client is a businessman, a legal entity of public law or a separate estate under public law with its seat in the territory of Hungary, the Seller’s place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract. If the Client is domiciled outside the territory of Hungary, the Seller’s place of business shall be the sole place of jurisdiction for all legal disputes arising from this contract provided that the contract or claims from the contract can be assigned to the Client’s professional or commercial activities. In any event however, regarding the aforementioned cases the Seller is entitled to call the court responsible for the seat of the Client.

## 12. Alternative dispute resolution

**12.1.** The EU Commission provides on its website the following link to the ODR platform: https://ec.europa.eu/consumers/odr. This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

**12.2.** The Seller is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.

## 13. Cancellation terms

Consumers, i.e. any individual acting for purposes which are wholly or mainly outside those individual's trade, business, craft or profession, are entitled to cancel any contract on the following conditions:

### 13.1. Right to cancel

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period will expire after fourteen days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right to cancel, you must inform us of your decision to cancel this contract at "My orders" menu. You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**13.2. Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and not later than fourteen days after the day on which we are informed about your decision to cancel this contract. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than fourteen days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired.

You will bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than

what is necessary to establish the nature, characteristics and functioning of the goods

**13.3. Exclusion and/or premature expiration of the right to cancel**

The right to cancel does not apply to consumers, who are no nationals of a member state of the European Union at the time of concluding the contract and whose exclusive domicile and delivery address were located outside of the European Union at the time of concluding the contract; and to traders who are any natural or legal person or partnership with legal capacity acting in the performance of a commercial or self-employed occupational activity when concluding a legal transaction.

The Consumer does not have the right to withdraw from the contract regarding electrical components and accessories that have been installed (e.g., voltage regulators, ignition electronics). In case of installation, it cannot be traced whether other potentially faulty components or accessories of the engine have caused damage to the newly installed unit during testing.

GENERAL INFORMATION

1) Please prevent damage to and contamination of the goods. Please return the goods, if possible, in the original packaging with all accessories and all packaging components. If necessary, please use protective outer packaging. If you are no longer in possession of the original packaging, please use suitable packaging providing adequate protection against potential transport damage.

2) Please do not return the goods freight forward.

3) Please note that the above general information in section 1 and 2 is not a precondition for effectively exercising your right to cancel.

Effective from 2026-09-01

Miskolc, Hungary