

*BECOME YOUR OWN CAR SALESMAN!*

*„A good agent is the guarantee of a successful business“*

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## **GENERAL TERMS AND CONDITIONS**

*Effective as of July 10, 2024*

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## **I. PREAMBULUM**

- (1) We hereby inform our Clients that the contractual terms and conditions set out in these General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all individual agency contracts concluded between the Parties, i.e. Premium Car Outlet Ltd. as agent (hereinafter referred to as "Agent") and the principal or buyer (hereinafter referred to as "Client"), as well as to the contracts for the sale and purchase of individual used vehicles owned by the Agent as regulated in Chapter XII of these GTC. We ask our Clients to read this document carefully and with due diligence before using our services or purchase one of the vehicles advertised by us.
- (2) These GTC govern the terms and conditions not covered by individual contracts. The GTC also contain other detailed rules relating to the performance of the Agent's mandate. Any deviations from the provisions of these GTC may only be made by written agreement. The Agent reserves the right to unilaterally modify these GTC at any time, subject to simultaneous publication of the modified GTC on its website. Individual contracts shall be governed by the GTC in force at the time of conclusion.
- (3) These GTC form an inseparable annex to all individual contracts, in which specific information and data relating to each vehicle brokered or offered for sale are established, as well as possible conditions that differ from the general ones. The individual contracts together with these GTC set out the contractual will of the Parties for each vehicle brokered/sold.
- (4) In the individual contract, the Client expressly accepts the present GTC in accordance with the provisions of § 6:77-6:81 of Act V of 2013 on the Civil Code (hereinafter: Civil Code). Acceptance of these GTC by the Client is a prerequisite for the use of the services of the Agent. Acceptance of the Intermediary's terms and conditions shall be deemed to be acceptance if the Client enters into an agreement with the Intermediary by signing the individual contract.
- (5) As a rule, the individual contract between the Client and the Agent is concluded on paper, which the Agent converts into electronic form by scanning.
- (6) The Agent may conclude a separate agreement for the services it mediates, the special provisions of which may differ from these provisions.
- (7) The content of the individual contract concluded between the Client and the Agent - in addition to the provisions of the relevant mandatory legislation - is determined by these GTC and further information on the website. Accordingly, these GTC contain the rights and obligations of the Parties, the conditions for the conclusion of the contract and the cases of its performance, the detailed rules, deadlines and payment terms related to the payment of the Agent fee, the liability rules, and the conditions for termination and modification of the contract.
- (8) The provisions of these GTC may be changed by the Agent within the framework of the relevant legislation.
- (9) For the purposes of Chapter XII of these GTC, the Client undertakes not to assign the claims arising from the individual contract, otherwise the assignment shall be ineffective between the Parties and the Client shall be liable for the Agent/Seller.

## **II. CONCEPTS, RELEVANT LEGISLATION**

### **II./1. Concepts**

- Client: the natural or legal person who enters into a contract with the Agent and who entrusts the Agent with the sale of the vehicle or the representation of the buyer's interests;
- Agent: Premium Car Outlet Ltd. is the provider of the service, in certain cases the party selling the vehicle, the Seller;
- Buyer: a natural or legal person sought out as a result of his Agent activity, who concludes a contract with the Client for the acquisition of the ownership or use of the Vehicle, or makes an offer or letter of intent to conclude such a contract;
- Parties: Premium Car Outlet Ltd. as Agent and Client as Client jointly;
- Consumer: a natural person acting outside his trade, self-employment or business;
- Consumer contract: a contract one of the parties to which qualifies as a consumer;
- Motor vehicle: a passenger car of a specific type, make and specific parameters according to the subject of the contract;

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- Contract: the mutual and unanimous legal declaration of any natural or legal person – or failing that, any other – sought out as a result of the activities of the Client and the Agent, which contains and is referred to as a preliminary contract, purchase agreement, financial leasing agreement or other contract on the basis of which the ownership or use of the Vehicle is acquired;
  - Service: the commitments and activities undertaken by the Agent in order to perform an individual agency contract;
  - Permanent establishment: the registered office, non-legal establishment of the Agent;

## **II./2. Legislation**

- Act V of 2013 on the Civil Code;
- Act CLV of 1997 on Consumer Protection;
- Government Decree 45/2014 (II.26) on the detailed rules of contracts between consumers and businesses;

## **III. DATA AND CONTACT DETAILS OF THE AGENT**

- (1) The effective, authentic data of the Agent, based on the website operated by the Company Information Service <https://www.e-cegjegyzek.hu/>, are as follows:

Premium Car Outlet Korlátolt Felelősségű Társaság  
Abbreviated name: Premium Car Outlet Kft.  
headquarters: H-1097 Budapest, Könyves Kálmán körút 22.  
Contact details, e-mail address: [info@premiumcaroutlet.hu](mailto:info@premiumcaroutlet.hu)  
company registration number: Cg. 01-09-374156, kept in the register of the Registry Court of the Budapest Regional Court  
Tax number: 28793054-2-43  
Statistical code: 28793054-4511-113-01  
Tel: +36 30 014 0888, +36 70 416 5888  
Bank account numbers:  
ERSTE Bank Hungary Zrt.  
HUF current account: 11600006-00000001-97683549  
IBAN: HU46116000060000000197683549  
SWIFT: GIBAHUHB  
ERSTE Bank Hungary Zrt.  
HUF current account: 11600006-00000001-97690181  
IBAN: HU44116000060000000197690181  
SWIFT: GIBAHUHB

## **IV. GENERAL TERMS AND CONDITIONS**

- (1) These GTC shall be made public in their entirety. The Agent has taken all measures normally required to ensure that the Client has access to the GTC before the contractual relationship is established. In this context, the Agent shall in any case inform the prospective Client that the contents of these GTCF may be consulted in person at the Intermediary's headquarters at 22 Könyves Kálmán körút, 1097 Budapest, Hungary or on the website <https://premiumcaroutlet.hu/> operated by the Agent.
- (2) These GTC shall apply to all (all) individual brokerage contracts concluded between the Agent and the Client/Buyer and to individual sales contracts as set out in Chapter XII of these GTC.
- (3) No other codes of conduct are in force at the Agent and these GTC do not refer to other codes of conduct. The Parties expressly exclude the application of any general terms and conditions that may be in force with the Agent, or any other standard terms and conditions.
- (4) Contacting the Agent on its website only facilitates the conclusion of an individual agency contract, as a rule, the Parties establish the contractual relationship in person – without using electronic means – so the Client accepts the general terms and conditions of the service (including the Privacy Policy) by signing the individual contract. In case of non-acceptance of the provisions of the Privacy Policy and these GTC, no contractual relationship is established between the Agent and the Client.

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- (5) By signing the individual contract, the Client/Buyer declares that it has at least limited legal capacity according to the Civil Code and may conclude contracts of minor importance within the scope of covering the usual needs of everyday life.
  - (6) Unauthorized use of trademarks and other proprietary content used on the Agent's website and contractual documents is prohibited and unauthorized use may result in criminal and civil penalties.
  - (7) The language of the individual contract and the related communication shall be English or Hungarian according to the Client's request.

## **V. SUBJECT MATTER OF THE AGENCY CONTRACT, SERVICE OF THE AGENT**

- (1) The Agent performs for the benefit of the Client within the framework of an agency type agency relationship pursuant to Section 6:288 of the Civil Code, on the basis of which it carries out activities aimed at facilitating the conclusion of a contract between the Client and the Buyer or, in the absence thereof, a third party, in respect of the motor vehicle car (hereinafter: Vehicle) subject to the individual legal relationship, while the Client is obliged to pay an Agent fee for the services of the Agent.
  - (2) After the conclusion of the individual agency contract, the Agent shall provide the Client with the following services **in exchange for the value of the agency fee**:
    - a. The Agent shall assist in determining the market price of the Vehicle offered for sale, taking into account its condition and characteristics, in particular the supply and demand relationship of the used car market;
    - b. The Agent records and assesses the condition and other characteristics of the Vehicle in its own records, about which it provides information to the Client;
    - c. The Agent shall provide storage facilities for the Vehicle offered for sale by the Client, during which it shall ensure the presentable condition of the Vehicle;
    - d. Based on the data provided by the Client and available data, the Agent shall prepare an advertisement for the Vehicle and publish it on the appropriate sales platform or platforms (e.g. <https://www.hasznaltauto.hu/>);
    - e. The Agent shall represent the Client with full authority in finding and maintaining contact with third parties during the sale of the Vehicle, as well as during the period of contractual negotiations and negotiations, up to the date of conclusion of the Agreement and the handover of possession of the Vehicle;
    - f. The Agent represents the Client with full authority in the course of administrative administration before the authorities and participates in the transfer of ownership of the Vehicle as required;
    - g. The Agent shall provide a wide range of opportunities to visit the Vehicle, within the framework of which it shall arrange its on-site presentation and represent the Client in accordance with point e) of this paragraph;
  - (3) Following the conclusion of the individual contract, the Agent shall provide the Client with additional services, which are not part of the individual agency contract, **in addition to the agency fee**, as follows:
    - a. According to the Client's request, the Agent may arrange for a visit to the professional service cooperating with the Client in order to assess the condition of the Vehicle and have any defects repaired;
    - b. At the request of the Client, the Agent may mediate compulsory motor third party liability insurance and other motor insurance products;
    - c. According to the Client's request, the Agent is entitled to sell vehicle parts through its cooperation partners;
    - d. At the request of the Client, the Agent is entitled to provide and/or extend guarantees through its cooperation partners;
    - e. The Agent may have the vehicle cleaned by its cooperation partners in order to ensure that it is clean;
    - f. As an ancillary service, the Agent is entitled to mediate financial services performed within the framework of agency activities pursuant to Section 6(1)(90)(b) of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises. In this capacity, the Agent may mediate loan and financial leasing contracts on the basis of its mandate with the financial institution;
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## **VI. THE PROCESS OF CONCLUDING AN INDIVIDUAL AGENCY CONTRACT**

- (1) The Client has the opportunity to make an appointment with the Agent free of charge both by phone and through the Agent's website and through the contact details indicated. During the appointment, the Agent primarily assesses whether the Client is able to undertake the agency of the Vehicle offered for sale.
- (2) If the Agent decides, based on prior information from the Client, that he is interested in mediating the Vehicle, the Parties shall determine the time of the personal meeting for the purpose of presenting and viewing the Vehicle.
- (3) During the personal meeting, the Parties shall discuss the Client's established fee demand, the characteristics of the Vehicle, its possible damage and other aspects of the sale. The Parties may draw up a note thereof, which shall be indicated in a place designated for this purpose in the individual agency agreement.
- (4) As a result of the consultation, the Agent makes an offer to the Client on the basis of the target price communicated by the Client on the conditions under which it considers it possible to perform the individual agency contract. If an agreement has been reached between the Client and the Agent regarding the direction price of the Vehicle, the Parties shall fix this target price in the individual Agent contract. The Parties may also agree to agree on a minimum target price to be applied for a specified period of time or for a certain number of interested parties.

## **VII. RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES**

### **VII.1. Rights and obligations of the Agent**

- (1) The Agent undertakes to keep the Client informed of the circumstances under which the order is performed.
- (2) The Agent declares that during the term of the individual agency contract it has a pool of professionals and technical conditions that ensure the continuous, demanded and quality performance of its contractual obligations.
- (3) The Agent is obliged to notify the Client of any circumstances that endanger or hinder the conformity of the contract.
- (4) The Agent is entitled to take any legal action in order to perform the individual agency contract and to receive the deposit or purchase price (instalment) on behalf of the Client.
- (5) In the course of its activities, the Agent is entitled to use the Vehicle to the extent necessary (e.g. to move it at the premises, take it to a service or cleaning room), the acknowledgement of which the Client confirms by signing the individual Agent contract.
- (6) The Agent shall act in accordance with the instructions of the Client, but the instruction shall not extend to the organization of agency activities or make performance more burdensome. The Agent may deviate from the Client's instruction if this is absolutely required by the interest of the Client, and it is no longer possible to notify the Client in advance. In such a case, the Client shall be notified without delay. If the Client gives an inappropriate or unprofessional instruction, the Agent is obliged to warn him thereof. If, despite the warning, the Client maintains its instructions, the Agent may withdraw from or terminate the individual agency contract or perform the task according to the Client's instructions at the Client's risk. He must refuse to comply with an order if its execution would lead to a violation of the law or an official decision or endanger the person or property of others.

### **VII.2. Rights and obligations of the Client in particular**

- (1) The Client acknowledges that the Agent's procedure for finding potential interested parties does not replace the Client's carefully considered procedure for choosing its own contractual partner.
- (2) If the Parties agree that the Vehicle will be sold from the premises of the Agent, the Client shall hand over the Vehicle to the Agent in a clean and cleaned condition. If the Client fails to comply with this, the Agent shall act in accordance with Chapter V(3)(e) of these GTC, the fee of which shall be borne by the Client. This fee is due after cleaning.
- (3) The Client is obliged to notify the Agent of any circumstances that endanger or hinder the performance of the individual agency contract.
- (4) During the personal meeting, the Client is obliged to provide all information about the condition of the Vehicle, its characteristics and any defects known to it. The Client is obliged to inform the Agent of any mortgage, right of pre-emption and any right that restricts or frustrates the unencumbered acquisition of ownership by the mediated third party.
- (5) The Client is obliged to fully comply with its obligation to inform and cooperate with all circumstances concerning the Vehicle – not mentioned in the previous points – and to inform the Agent as soon as possible, but at the latest within a period that allows the Agency to perform within the deadline.

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- (6) The Client shall provide all information necessary for the performance of the assignment to all persons acting on behalf and in the employment of the Agent.
  - (7) By signing the individual agency contract, the Client agrees that the Agency may replace the Vehicle's license plates frame and install a license plate frame with its own logo/branding.
  - (8) The Client is obliged to cooperate personally or through its contact person named in the individual agency agreement in order to ensure the flawless performance of its obligations.
  - (9) The Client may inquire about the Service at any of the contact details indicated on the website (e-mail, telephone) on weekdays between 9 a.m. and 5 p.m. and through the website without time limit.
  - (10) The rights and obligations of the Client are detailed in these GTC and the Civil Code, as well as in other relevant legislation.

#### **VII.3. Vehicle guide price provisions**

- (1) The Client is entitled to determine the target price of the Vehicle with the agreement of the Agent.
- (2) The Agent is obliged to draw the Client's attention to the fact that if in its opinion the market value of the Vehicle is below the target price set by the Client.
- (3) In the event that the Contract is not concluded despite the fact that the Agent has performed its activity pursuant to Chapter V(2)(d) of these GTC and 1 month has elapsed thereafter, the Agent is entitled to propose a reduction of the target price of the Vehicle.
- (4) The purchase price stated in the Contract, if it subsequently differs from the target price of the mediated Vehicle for any reason, shall also be considered by the Parties as an amendment to the individual Agent agreement, the date of which shall be the date of signing the Agreement.
- (5) If the Parties agree that the Client is also entitled to advertise and sell the Vehicle and is advertised at a price lower than the target price of the individual Agent contract or commissions another Agent with such content, the Agent is entitled to advertise in accordance with the lower value. The Parties shall expressly consider this to be an amendment to the individual agency agreement, the date of which the Agreement shall be deemed to be the date on which the Agent became aware of the application of the different target price.

#### **VII.4. Provisions relating to the storage of the Vehicle**

- (1) The Parties may agree that the Client may keep the Vehicle at a place other than the premises of the Agent (1097 Budapest, Könyves Kálmán krt. 22.) without handing over its possession. In the absence of this agreement, the agent stores the Vehicle at its premises in order to ensure presentation.
- (2) If the Client does not store the Vehicle at the premises of the Agent, the Client undertakes to provide the Agent – after prior consultation – with an unconditional viewing of the vehicle, in an undamaged condition - not including if the Client has expressly informed the Agent of the given damage - and clean, clean. If the Client fails to comply with this obligation for reasons attributable to the Client and the Agreement is definitively failed as a result, the Agent is entitled to terminate the individual agency contract. In case of termination, the Agent is entitled to remuneration in accordance with subchapter IX/2 of these GTC.
- (3) During the duration of the legal relationship between the Parties, the cost of storing the Vehicle at the premises is part of the Agent fee pursuant to Chapter V(2)(c) of these GTC. In the event that the agency relationship between the Parties is terminated by termination by the Client or as a result of the Client's breach of contract, the Agent shall be entitled to charge a storage fee of HUF 500 + 27% VAT per day for the Vehicle placed at the premises.
- (4) In the unexpected event that during the storage of the Vehicle, in accordance with its preservation, its technical maintenance would generate other costs, the compensation of which requires immediate action, the Client shall immediately reimburse these costs upon notification by the Agent. The Agent shall not be liable for any damage caused by failure to maintain the equipment.

#### **VII.5. Relations between parties**

- (1) All communications, requests, demands, waivers, notices or other notices required or permitted by these GTC shall be in writing and shall be deemed to have been given at the time of delivery to the Agent's electronic contact address [info@premiumcaroutlet.hu](mailto:info@premiumcaroutlet.hu). Where a contact person acts on behalf of the Agent for the performance of the contract, the Client shall be entitled to deliver the statement containing the communication to that person, at the contact mailing address specified in the specific contract.

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- (2) An electronic mail sent via the electronic system shall be deemed to have been delivered upon receipt of an automatic or express confirmation. In the absence of confirmation, all e-mails sent to the e-mail address of the Parties or their contacts specified in the individual agency contract shall be deemed to have been delivered after 48 hours.
  - (3) The Client is obliged to accept the invoices issued electronically by the Agent to the e-mail address specified in the individual agency contract. The Client considers the electronic invoices sent to the e-mail address provided by him as received and declares that he is aware of the rules governing electronic invoices.

## **VIII. PERFORMANCE OF THE AGENT**

- (1) The Agent shall perform the individual Agent contract if the Buyer:
  - a. a preliminary contract, a sales contract, a financial leasing contract is concluded between the Client and the Client or the Client acquires the ownership or use of the Vehicle through another contract (hereinafter referred to as the "Contract");
  - b. instead of the Contract, the Contract is concluded with a relative of the Client or with a business association or other organization owned by itself or these persons, or with a business association or other organization of which the searched or above persons are directors and employees;
  - c. an offer to purchase the vehicle equal to or exceeding the target price is received or a declaration of intent to purchase is recorded, but the Contract is not concluded for any reason within the Client's sphere of interest;
- (2) The individual Agent contract shall also be deemed to have been performed if, as a result of its Agent activity, the Agent performs 3 (three) of the activities listed in Chapter V. (2) of these GTC, but the Client transfers the ownership of the Vehicle to another person or transfers the use of the Vehicle to another person without notifying the Agent.
- (3) The Agent shall also be entitled to the brokerage fee if the Contract is concluded between the Client and the Buyer or, failing that, after the termination of the individual agency contract for any reason.
- (4) In the event of performance of an individual agency contract, the Agent shall be automatically released from its obligations towards third parties in the interest of the Client.

## **IX. REMUNERATION OF THE AGENT**

### **IX./1. Content and due date of the brokerage or agent fee**

- (1) The brokerage fee includes the performance of the activities listed in Chapter V (2) of these GTC.
- (2) The Parties agree and the Client acknowledges that the brokerage fee does not form part of the purchase price of the Vehicle and cannot be considered as such, either in whole or in part.
- (3) The brokerage fee includes all costs necessary for the contractual performance of the agent, e.g. the costs of featured advertisements, contact costs and travel costs incurred during the presentation of the Vehicle. In respect of these expenses, the Client has no further obligation to reimburse the Agent, except in the case regulated in Chapter IX/2 (5) of this GTC.
- (4) Payment of the brokerage fee becomes due upon performance of the Agent, at which point the Client becomes liable to pay the fee. In the cases specified in Chapter VIII (1) of these GTC, the date of performance is the date of the Contract, declaration or offer, while in the case specified in paragraph (2) it is the date of the document by which the Client transfers or transfers the ownership of the Vehicle to another person without notifying the Agent.

### **IX./2. Agent's remuneration**

- (1) When concluding the individual agency contract, the Agent charges the Client a registration fee of HUF 15,000 + 27% VAT, the payment of which is due at the time of signing the individual agency contract. If the Agent performs in accordance with Chapter VIII (1) of these GTC, the registration fee will be deducted from the amount of the Agent's fee.
  - (2) The amount of the Agent fee – excluding paragraph (4) of this chapter – is 300,000, - HUF + 27% VAT, i.e. three hundred thousand HUF plus value added tax in case of a target price set in HUF 6,999,999 or less in accordance with Chapter VI (3) and (4) of this GTC.
  - (3) The amount of the Agent fee – excluding paragraph (4) of this chapter – is 4.5% of the target price of the Vehicle set out in the individual Agent contract in an amount of HUF 7,000,000 or more set out in Chapter VI (3) and (4) of these GTC + 27% VAT, i.e. five tenths of a percent of four whole ones plus twenty-seven percent value added tax.
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- (4) If the Vehicle is sold at a price different from the target price specified in the individual brokerage agreement, the amount of the Agent fee shall be in accordance with paragraphs 2 and 3 of this chapter.
  - (5) In the course of performing the activities of the Agent, significant costs arise (rental and insurance costs of the site, license fees for computer software, other costs, etc.), in view of which, in the event that the Client withdraws from or terminates the individual agency contract after the commencement of the activity specified by the Agent in the individual agency agreement or in these GTC, the Agent is not obliged to refund the registration fee and for storage on the premises of the Vehicle 500, - HUF/day + 27% VAT storage fee is charged to the Client.

### **IX./3. Payment of the brokerage Fee**

- (1) The Client is obliged to pay the invoice to the Agent within 8 (eight) days of receipt of the invoice by bank transfer or, failing that, by one of the methods specified in the following paragraph.
- (2) The Client may pay the brokerage fee to the Agent using the following payment methods:
  - a. Cash payment: The Client has the option to pay the agency fee in cash.
  - b. Bank transfer: The Client may pay the Agent fee by bank transfer to one of the account numbers specified in Chapter III (1) of these GTC, indicating the name of the Client in the notice box.
- (3) The agent cannot accept any payment method or condition other than those specified above. In case of payment by bank transfer, the costs incurred by the transfer shall be borne by the Client.
- (4) If the Client fails to pay the brokerage fee to the Agent within 8 (eight) days after it becomes due, the Client shall inform the Client of its payment obligation and the legal consequences of its non-payment. If the Client pays the agency fee within 3 (three) calendar days of receiving the information, the Agent shall not charge interest for late payment. If the Client fails to comply with its fee payment obligation within 3 (three) calendar days after being informed, the Agent shall submit a written demand for payment to the Client, the costs incurred by the notice (interest for late payment, flat-rate collection costs, lawyer's fees, etc.) shall be borne by the Client.
- (5) In the event of late payment of the agency fee, the agency fee shall be paid plus default interest equal to twice the current central bank base rate.

## **X. LIABILITY**

- (1) The Agent is responsible for ensuring that the tasks assigned to it under these GTC are performed in an appropriate professional capacity.
- (2) The Agent expressly excludes its liability arising from omitted or erroneously provided data by the Client.
- (3) In case of non-compliance with the obligation of cooperation and information undertaken by the Client, the Agent shall not be liable for any damages arising therefrom, and the Client may not take action against the Agent with any regressive claim arising from such legal relationship. The Client expressly acknowledges this essential clause and acknowledges it by signing the individual agency contract.
- (4) The Agent wishes to limit its financial and indemnity liability related to the activities performed under the individual contract on the basis of these GTC. In view of this, the Agent assumes financial and compensation liability for any financial claims against him on any grounds, except for damages caused by intentional crime, only and exclusively up to the amount of the agency fee specified in the individual agency contract, as well as the VAT and other out-of-pocket expenses charged on these costs and excludes and rejects all additional material and compensation claims.
- (5) Neither Party shall be held liable for failure to comply with its obligations set out in these GTC if it arises as a consequence of force majeure. The Party in which force majeure arises shall notify the other Party without delay. The Party failing to do so shall be liable without limitation for any damage resulting from its failure to notify the other Party. The occurrence of force majeure shall not affect obligations relating to services rendered prior to the occurrence of force majeure.
- (6) The Agent shall not be liable for its activities aimed at intermediating financial services performed in accordance with Chapter V(3)(f) of these GTC, including in cases where the Contract fails because the financial institution refuses to provide financial financing to the buyer for any reason.
- (7) The Agent informs the Client that he has security company property insurance at Generali Biztosító Zrt. (hereinafter referred to as the Insurance Company), with regard to which the Agent expressly draws the Client's attention to the fact that the Agent shall not be liable for damages not reimbursed by the Insurance Company. The Client understands

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and accepts the limitation of liability specified in this section, and the Client declares that this point has been discussed separately and individually.

## **XI. TERMINATION OF THE INDIVIDUAL AGENCY CONTRACT, TERMINATION**

- (1) An individual agency contract shall be terminated:
  - a. by mutual agreement of the Parties,
  - b. by denunciation or termination with immediate effect by either Party.
- (2) Any act or omission by which either party breaches its obligations under this individual Agent agreement or fails to perform any of its obligations under this individual Agent agreement shall be considered a breach of contract. The party in breach of contract shall immediately give notice to the defaulting party in writing and shall provide an additional period of reasonable time of at least 8 (eight) days, depending on the nature of the breach. If the defaulting party fails to fulfil its obligation within this period and thereby fails to remedy the breach, the party suffering the breach of contract is entitled to terminate the Contract with immediate effect or, in case of non-performance, to withdraw from it.
- (3) The Client may withdraw from the individual Agent contract at any time prior to the commencement of the performance of the Agent, after which it may terminate the individual Agent contract until performance, however, the Agent shall be entitled to the storage fee and the registration fee.
- (4) In the event of termination of the individual agency contract for any reason, the Parties shall settle accounts with each other immediately, but no later than within 8 (eight) calendar days of the termination of the individual agency contract.

## **XII. SALE OF OWNED MOTOR VEHICLES**

- (1) Contracting Parties; the provisions of this chapter concerning the individual sales contract concluded between Premium Car Outlet Kft. as seller (hereinafter: Seller) and the Client as buyer (hereinafter: Buyer; Seller and Buyer are hereinafter jointly Parties), as well as the negotiation and contracting process preceding it, as well as certain other issues related to the performance of the contract, shall apply with the derogations set out in this chapter.
- (2) This chapter of the GTC shall apply to property transfer legal transactions concluded between the Parties having as their object the vehicle owned by the Seller (hereinafter: Vehicle) – except in cases where the parties expressly exclude the application of this chapter or deviate from this chapter in the individual sales contract, in respect of the parts not covered by the deviation.
- (3) The provisions of these GTC related to complaint handling and consumer dispute resolution shall apply accordingly according to this chapter.

### **XII./1. Subject of the contract, vehicle details**

- 1) The Parties shall specify in the individual sales contract all the data and parameters of the Vehicle, the date of handover of possession, the mileage and other relevant circumstances.
- 2) The Buyer undertakes to pay the purchase price for the ownership of the Vehicle in accordance with the individual sales contract and to take over the Vehicle with the corresponding keys at the Seller's premises, unless otherwise agreed.

### **XII./2. The process of entering the contract, the rights and obligations of the Parties**

- 1) The Seller and the Buyer may make an appointment to view the Vehicle, at which time the Seller shall provide the Buyer with all information regarding the characteristics and details of the Vehicle.
- 2) The effective date of the change of ownership is the date on which both parties have signed this contract.
- 3) The Seller shall not be obliged to transfer possession of the Vehicle until the Buyer has paid the full purchase price - this does not include if the Buyer also purchases the ownership of the Vehicle as lessor. In this case, the Agent shall act in accordance with the provisions of the finance lease contract relating to the transfer of ownership of the leased object.
- 4) If the Parties transmit a copy of the contract signed by them to each other by electronic means, the date on which the change of ownership takes effect is the date on which the Party who signed the contract returns it to the other Party, signed by the latter.

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- 5) In the event of improper use, modification, faulty or improper handling, improper storage, elemental damage or other defects of non-production origin of the Vehicle, as well as any interference with the Vehicle, wear and tear of wear parts of the Vehicle resulting from normal use and traces of natural use, the Seller expressly excludes its liability.

#### **XII./3. Purchase price**

- 1) The purchase price is the agreed fixed price that the Buyer is obliged to pay to the Seller for the ownership of the Vehicle. The purchase price is the amount determined taking into account the equipment, accessories and accessories of the Vehicle, plus value added tax and registration tax in accordance with the legislation in force on the date of the individual purchase contract. If the Seller sells the Buyer a Vehicle imported from abroad, the purchase price includes the registration tax.
- 2) The purchase price does not include the costs of the vehicle registration office, the issue of the registration permit and the registration fee. The purchase price does not include the fees for the vehicle's origin inspection, the fees for the KGFB and CASCO, and the property acquisition tax incurred by the Buyer in respect of the vehicle.
- 3) If the legal transaction included in the individual sales contract may give rise to an obligation to pay VAT pursuant to Act CXXVII of 2007 on Value Added Tax (hereinafter referred to as the "VAT Act"), the Seller shall inform the Buyer upon the conclusion of the individual sales contract. The purchase price of the Vehicle has been determined in accordance with its market value, and the Buyer waives his right to further claim and contest the purchase price of the Vehicle by signing the individual sales contract. The Parties accept the purchase price as value-for-money and, pursuant to Section 6:98 (2) of the Civil Code, exclude the possible right of both the Seller and the Buyer to contest based on a conspicuous disproportion of value, the consideration of which waiver under a business agreement was taken into account by the Parties when determining the purchase price. The Parties agree that in respect of any instalments of the purchase price paid by bank transfer, the purchase price shall be deemed to have been paid when it has been credited to the Seller's account by the financial institution holding the Seller's bank account.
- 4) When signing the individual purchase contract, the Parties agree that all possible payment obligations related to the Vehicle have been fulfilled on taxes, insurance, traffic and parking fines and other grounds.
- 5) If the Buyer fails to pay the remaining part of the purchase price by the agreed deadline, the Seller shall call upon him to fulfill this obligation by setting an additional deadline of 5 days – at the contact e-mail address provided by the Buyer or, failing that, by post. If the purchase price is not paid within the 5 days grace period granted to the Buyer, the Seller shall be entitled to withdraw from the individual sales contract, in addition to forfeiting any deposit already paid.

#### **XII./4. Other provisions**

- 1) The Parties may agree that instead of/in addition to the Seller, the Buyer may report the change of ownership within 15 days of the entry into force of the change of ownership for the purpose of entering it in the vehicle register and submit his application for registration of the change to the competent document office by attaching 1 original copy of this document.
- 2) The Parties agree that the Buyer shall bear all burdens related to the Vehicle from the time of taking possession and that the Buyer shall also bear all costs incurred in having the Vehicle transcribed.
- 3) In matters not regulated in these GTC and in the individual sales contract, the rules of the Civil Code relating to the sales contract shall apply.

#### **XII./5. Consumer provisions**

- 1) If the individual sales contract qualifies as a consumer contract according to the quality of the Client (natural person), the provisions of the GTC shall be applied with the derogations set out in this subsection, and in the case of a consumer contract, the provisions of this subsection shall apply. In addition to the provisions of this section, Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses shall apply.
- 2) The warranty liability of the Seller is based on and in accordance with the provisions regulated in the Civil Code. In case of defective performance, the Seller is not obliged to provide a warranty in accordance with Government Decree 151/2003 (IX.22.) on the mandatory warranty for certain durable consumer goods, considering that the Vehicle does not qualify as a new thing.
- 3) In the event of defective performance by the Seller, the Buyer may submit a warranty claim in accordance with the rules of the Civil Code. The Buyer may request repair or replacement, unless the fulfilment of the claim chosen by him is impossible or would entail disproportionate additional costs for the Seller compared to the fulfilment of his other claim. If repair or replacement has not been requested or could not be requested, the Client may request a proportionate reduction of the consideration or the defect may be repaired or repaired by someone else at the expense of the company by informing the Seller at the same time or, as a last resort, may withdraw from the contract. You may

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also switch from your chosen warranty right to another, but the cost of the transition shall be borne by the Client, unless it was justified or caused by the company.

- 4) The Buyer is obliged to notify the defect immediately after its discovery, but not later than within 2 months from the discovery of the defect, however, beyond the 1-year limitation period from the performance of the individual sales contract, he may no longer enforce his warranty rights against the Seller, bearing in mind that the Vehicle qualifies as a used item pursuant to Section 6:163 (2) of the Civil Code.
- 5) Within 6 months of performance, there are no other conditions for enforcing the Buyer's warranty claim other than the notification of the defect if it proves that the ownership of the Vehicle was transferred by the Seller. However, after 6 months from the date of performance, the Client is obliged to prove that the defect recognized by him already existed at the time of performance.
- 6) In the event of a defect in the Vehicle, the Buyer may, at his option, enforce his right specified in the section on implied warranty or a product warranty claim. As a product warranty claim, the Client may only request the repair or replacement of the defective product if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer. The Client may enforce his product warranty claim within 2 years of placing the product on the market, after which he loses this entitlement. The manufacturer (distributor) shall only be released from its product warranty obligation if it can prove that (i) the product was not manufactured or placed on the market in the course of its business, or (ii) the defect was not recognizable according to the state of science and technology at the time of placing on the market, or (iii) the defect of the product results from the application of legislation or mandatory official regulations. It is sufficient for the manufacturer (distributor) to prove one reason for exemption. The Client may not enforce a warranty claim and a product warranty claim due to the same defect at the same time, in parallel. However, if your product warranty claim is successfully enforced, you may enforce your warranty claim against the manufacturer for the replaced product or repaired part.
- 7) The Client qualifying as a consumer may not exercise his right of withdrawal under this clause in the cases referred to in Section 29 (1) of the Regulation on the detailed rules of contracts between the consumer and the business.

### **XIII. PRIVACY POLICY**

- (1) The Agent shall provide information on the personal data processed by him, the identity and data of the data controller, the policies and practices followed in the processing of personal data, data transfer, organizational and technical measures taken to protect personal data, as well as the manner and possibilities of exercising the rights of the data subjects, the principles of data management and the rules that he has formulated and complies with towards himself as Data Controller, informs *its Clients in the document entitled "Privacy Policy"* annexed to Annex 1 to these GTC and published on the website.

### **XIV. CONSUMER INFORMATION BASED ON GOVERNMENT DECREE 45/2014 (II.26.)**

- (1) If the Client qualifies as a consumer within the meaning of Section 8:1 (1) (3) of Act V of 2013 on the Civil Code, the Agent shall comply with the obligation to provide information pursuant to Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses in this chapter of the GTC.
- (2) In all cases, the Agent informs the Client qualifying as a consumer that if he wishes to exercise his right of withdrawal, he is obliged to send his unequivocal statement of his intention to withdraw by post to the following address: 1097 Budapest, Könyves Kálmán körút 22., or electronically – to the e-mail address of the Service Provider's Client service: info@premiumcaroutlet.hu.
- (3) Other rules on the right of withdrawal of the Client qualifying as a consumer are contained in Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses.

### **XV. COMPLAINT HANDLING AND ENFORCEMENT OPTIONS**

- (1) The Client may submit consumer complaints related to the service or the activity of the Agent at the contact details specified in Section III/1 of these GTC. The Client may communicate to the Agent, orally or in writing, any complaint, which relates to any conduct, act or omission directly connected with the provision of services to consumers by a person acting on behalf of or on behalf of the Agent.
- (2) The oral complaint must be investigated immediately by the Agent and, if necessary, remedied. If the Client does not agree with the handling of the complaint or immediate investigation of the complaint is not possible, the Agent shall immediately draw up a record of the complaint and its related position, and hand over a copy thereof to the Client locally

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in case of an oral complaint communicated in person. In the case of an oral complaint communicated by telephone or other electronic communication service, the Agent is obliged to send his reply to the Client within 30 (thirty) days at the latest, in accordance with the requirements for responding to a written complaint, at the same time as the substantive response. Otherwise, you must proceed to a written complaint as follows. The Agent shall respond to the written complaint in a verifiable manner within 30 (thirty days) of receipt of the written complaint within 30 (thirty days) of receipt of it, unless otherwise provided for in the directly applicable legal act of the European Union. A shorter deadline may be laid down by law, a longer deadline may be established by law. The Agent is obliged to justify its position rejecting the complaint. Oral complaints communicated by telephone or using electronic communications services must be assigned a unique identification number by the agent.

- (3) The record of the complaint shall contain:
- a) name and address of the Client qualifying as a consumer,
  - b) place, time and method of lodging the complaint,
  - c) a detailed description of the complaint of the Client qualifying as a consumer, a list of documents, documents and other evidence presented by the Client qualifying as a consumer,
  - d) the Agent's statement of its position regarding the complaint of the Client qualifying as a consumer, if immediate investigation of the complaint is possible,
  - e) signature of the person drawing up the minutes and, with the exception of oral complaints communicated by telephone or other electronic communication services, of the Client qualifying as a consumer,
  - f) place and time of recording the minutes,
  - g) in the case of an oral complaint communicated by telephone or other electronic communications service, the unique identification number of the complaint.
- (4) If the complaint is rejected, the Agent is obliged to inform the Client in writing which authority or conciliation body may initiate proceedings with his complaint, depending on its nature. The information shall also include the seat, telephone and internet contact details and mailing address of the competent authority or the conciliation body of the place of residence or stay of the Sponsor. The information shall also include whether the Agent has made a general declaration of submission in writing to the conciliation body of its seat or, with effect for all conciliation bodies, to the MKIK, in which it has undertaken to submit to the conciliation body procedure and, in the absence of an agreement, to the decision taken in such procedure. In the general declaration of submission, the Agent may limit the extent or scope of his commitment to the value of the subject matter of the dispute as determined by him or her.
- (5) The Agent may omit the investigation of a complaint made by the same Client with the same content as the content of the previous complaint, which does not contain new information, as well as a consumer complaint made by an unidentifiable person.
- (6) Name and postal address of the conciliation body competent for the seat of the Agent:

Budapest Conciliation Board  
Address: 1016 Budapest, Krisztina krt. 99.  
Postal address: 1253 Budapest Pf. 10.  
Phone number: (1) 488-2131  
President: Dr. Veronika Inzelt Éva  
Website address: [www.bekeltet.bkik.hu](http://www.bekeltet.bkik.hu)  
E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

- (7) Contact details of the consumer protection authority(ies) where the service is provided:

Government Office of Pest County  
Consumer Protection Department  
Whereby: 1088. Budapest, József krt. 6.  
Phone Number: 1/ 459-4843  
E-mail: [fogyved@pest.gov.hu](mailto:fogyved@pest.gov.hu)  
and/or  
Budapest Metropolitan Government Office  
Consumer Protection Department  
C: 1117 Budapest, Prielle Kornélia utca 4/b.  
Phone Number: 1/ 450-2598  
E-mail: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu)

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- (8) If any consumer dispute between the Agent and the Client is not resolved during the negotiations, the following legal enforcement options are open to the Client:
- a) Complaints to consumer protection authorities. If the Client detects a violation of its consumer rights, it is entitled to lodge a complaint with the competent consumer protection authority of its place of residence. After assessing the complaint, the authority decides on the conduct of the consumer protection procedure.
  - b) Judicial proceedings. The Client is entitled to enforce its claim arising from a consumer dispute before a court in civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.
  - c) In case of a complaint, the Client may use the EU Online Dispute Resolution platform. You can submit your complaint after logging in to: <http://ec.europa.eu/odr>

## **XVI. FINAL PROVISIONS**

- (1) In matters not regulated in these GTC, Act V of 2013 on the Civil Code, Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses, and other Hungarian legislation in force shall apply.
- (2) These GTC are valid from the date of publication on the website until withdrawal.
- (3) The Agent is entitled to unilaterally modify these GTC at any time. Such amendments shall enter into force at the same time as they are published on the website.
- (4) The Parties shall attempt to settle any disputes that may arise between them in connection with the individual agency contract and its performance within a reasonable and short period of time.
- (5) In the event of a dispute - if the parties are unable to agree on the disputed issues within 30 (thirty) days of the occurrence of the circumstance giving rise to it, then depending on the value of the dispute, the parties – if no exclusive jurisdiction rule can be established – stipulate the exclusive jurisdiction of the Central District Court of Buda.
- (6) The invalidity or invalidity of any of the provisions of these GTC shall not affect the applicability of the other provisions.
- (7) Hungarian law shall govern the resolution of any disputes that may arise in connection with the services provided by the Agent or in connection with the invalidity of all or any part of these GTC.
- (8) The Client may contact the Client service of the Agent with any further questions or comments concerning these GTC, the use of the Website or the service at the contact details indicated in Section III/1.

Effective July 10, 2024

**Premium Car Outlet Kft.**  
represented by  
**Gyula Berkesi and Zoltán Gyula Kovács**  
as Managing Directors