B2B GENERAL TERMS AND CONDITIONS

1. Scope

1.1. These General Terms and Conditions (“GTC”) apply to the business ordering system operated by MANUAL Divat Kft. (“Seller”) at https://b2b.karmagloves.com and to product sales initiated through it.

1.2. The system is not a conventional, automatically accepting online shop. An order submitted through the system is an **order request** which the Seller manually checks, including the tax number, business status, stock, price, applicable tax treatment and feasibility.

1.3. The system may only be used by legal entities, sole traders, resellers and institutions holding a tax number and acting for business or professional purposes (“Buyer”). Consumers cannot purchase online through this B2B system.

1.4. The Buyer confirms that it is not acting as a consumer. The Seller may verify registration details, tax numbers and authority to represent the Buyer, request additional information or documents, and reject a registration or order request for justified reasons.

1.5. Private individuals may purchase in person at the Seller’s Pécs premises. Such on-site consumer purchases are governed by mandatory consumer law and the separate On-site Consumer Information section, not by these B2B GTC.

2. Registration

2.1. Registration requires the business/institution name, address, tax or EU VAT number, contact person’s name, email address and telephone number. A direct telephone number for the consignee is required for delivery.

2.2. Account activation is manual. The Seller first verifies the tax number and business details, then notifies the applicant by email of approval or any required clarification.

2.3. The Buyer must provide accurate, complete and current information and is responsible for delays, failed delivery or extra costs caused by inaccurate data.

2.4. The Buyer is responsible for keeping login details confidential and for activity carried out through the account. Suspected unauthorised use must be reported immediately.

2.5. The Seller may suspend or terminate an account in the event of false data, breach of payment or contractual obligations, or misuse of the system.

3. Products and availability

3.1. Product descriptions, photographs and size charts are informative. Minor variations in colour, surface and measurements may result from screen settings, the natural characteristics of leather and handcrafted production and do not in themselves constitute defects.

3.2. Natural grain, pores and slight shade variations are inherent characteristics of leather. Handcrafted products may show minor differences that do not affect use.

3.3. Stock information displayed on the website is not guaranteed to be real-time. Availability is checked separately for every order. Goods are secured only in the quantity stated in the Final Order Confirmation.

3.4. The Seller may correct obvious data-entry, system or pricing errors before contract formation. The Buyer may accept the corrected terms or withdraw the order request without charge.

4. Prices, taxes and volume discounts

4.1. Prices displayed in the B2B system are net prices and exclude VAT and delivery charges.

4.2. Hungarian VAT, currently 27%, normally applies to domestic supplies. For intra-EU or non-EU supplies, the Seller determines the applicable tax treatment after verifying the Buyer's data, EU VAT number and the circumstances of supply. The website does not make a final automated VAT determination.

4.3. The final net price, tax, delivery charge and total payable amount are stated in the Seller's individual approval/payment notice, which prevails over any earlier preliminary website total.

4.4. Orders may be placed in HUF or EUR. The currency and amount confirmed by the Seller apply. Bank transfer and conversion fees charged by the Buyer's bank are borne by the Buyer.

4.5. There is no minimum order quantity.

4.6. Based on the total number of pairs in one approved order, excluding delivery:

- 5% discount applies from 50 pairs;
- 10% discount applies from 100 pairs.

Discounts are not cumulative. Separate orders cannot be combined for threshold purposes unless agreed in writing.

5. Order process and contract formation

5.1. The Buyer submits an order request using the basket and order form and may review and correct input errors before submission.

5.2. The first automated email only confirms technical receipt. It does not constitute acceptance, stock reservation or contract formation.

5.3. The Seller checks the Buyer's business and tax details, current stock, pricing and discount, applicable VAT, delivery conditions and costs, and any comments or requests for different payment terms.

5.4. For requests received on a business day before 12:00 noon, the Seller responds within no more than two business days. A request received after noon, at a weekend or on a public holiday is deemed received on the next business day. A request received after noon on Friday will therefore be answered no later than Wednesday morning.

5.5. Following review, the Seller may reject the request, seek clarification or send a preliminary order approval and payment notice. Preliminary approval remains conditional upon payment and final stock verification and is not a Final Order Confirmation.

5.6. The contract is formed only when the full product price and known ancillary charges have been credited to the Seller's bank account, stock has been finally verified, and the Seller has sent an email

expressly titled “Final Order Confirmation”. The contract consists of these GTC, the Final Order Confirmation and any individual terms referred to in it.

5.7. If an item becomes unavailable before payment is received, the Seller may offer an alternative or later delivery. If the Buyer rejects the proposal, the Seller refunds the amount attributable to the unavailable item, or the full amount where partial performance cannot reasonably be expected. No contract is formed for the unavailable part.

5.8. The contract may be concluded in Hungarian or English. In case of inconsistency, the Hungarian GTC and Hungarian individual confirmation prevail unless otherwise agreed in writing.

6. Payment

6.1. Payment is normally 100% in advance by bank transfer to the account stated in the payment notice.

6.2. A request for different payment terms may be included in the order comments but is valid only if separately accepted in writing by the Seller.

6.3. The payment notice remains valid for two business days. If payment is not received by the deadline, the Seller may close or reprice the request or sell the goods to another customer.

6.4. Goods are not guaranteed to be reserved during the payment period. The Seller is not liable if an item sells out before payment arrives.

6.5. Payment is completed when the full amount is credited to the Seller’s account. Any deductions or bank charges remain the Buyer’s responsibility.

6.6. The Seller uses Billingo for invoicing. Invoices are issued and delivered electronically or on paper in accordance with applicable tax law.

7. Preparation and timing

7.1. Warehouse preparation begins only after full payment and Final Order Confirmation.

7.2. The Seller prepares the order within three business days after Final Order Confirmation and will use reasonable efforts to do so earlier.

7.3. This period covers preparation, not transit. Transit depends on the carrier, route, destination, customs and other circumstances.

7.4. Partial delivery requires consultation with the Buyer unless clearly stated in advance in the confirmation.

8. Packaging, carriage, collection and risk

8.1. Product prices are based on an EXW pricing basis and exclude carriage. The Seller provides normal commercial packaging and packaging materials.

8.2. At the Buyer’s request, the Seller arranges carriage, usually through GLS General Logistics Systems Hungary Kft. or TNT Express Hungary Kft./FedEx. The Buyer bears the carriage charge, invoiced or requested separately.

8.3. International delivery may be arranged within the carrier's service area. Customs duty, import VAT, local tax, official charge and other destination-country costs are borne by the Buyer unless the confirmation expressly states otherwise.

8.4. Collection is available by prior arrangement at 7622 Pécs, Siklósi út 22/2, Hungary.

8.5. For carriage, risk of loss, theft, water damage, physical damage and other accidental deterioration passes to the Buyer when the properly packed consignment is handed to the first carrier. For collection, risk passes on handover to the Buyer or its representative.

8.6. The transfer of risk does not release the Seller from liability for inadequate packaging, incorrect addressing, wilful misconduct or gross negligence attributable to the Seller.

8.7. The Buyer must inspect the exterior of the consignment on delivery and, where damage or shortage is visible, request a carrier report and inform the Seller without delay. Lack of a report does not automatically extinguish rights but may make a carrier claim more difficult.

9. Cancellation

9.1. The order request may be withdrawn free of charge until Final Order Confirmation, provided the Seller has not incurred actual costs.

9.2. Following payment but before warehouse preparation starts, cancellation results in a full refund.

9.3. If warehouse preparation has started but the consignment has not yet been handed to the carrier or collected, the Seller may deduct a handling charge equal to 10% of the discounted net product value plus applicable VAT. Delivery costs are excluded from the handling-charge base. The remaining 90% and any other refundable amount are returned.

9.4. After handover to the carrier or collection, the order cannot be cancelled unilaterally; return requires a separate written agreement or a valid defect claim.

9.5. Refunds are made as soon as possible and no later than 30 calendar days after cancellation and receipt of the information required for settlement, normally to the originating bank account.

10. Inspection, shortages, defects and repairs

10.1. The Buyer must inspect the goods promptly. Quantity, model, size or colour discrepancies should be reported, where possible, within three business days with photographs and the order reference.

10.2. The Seller will correct shortages or incorrect supply attributable to it by replacement, completion or financial settlement as agreed.

10.3. Manufacturing-defect claims may be submitted within one year after receipt. The Buyer must identify the order and item, describe the issue and provide photographs where possible.

10.4. Manufacturing defects do not include normal wear, natural changes in leather, improper storage or cleaning, soaking or chemicals, mechanical damage, third-party alteration or repair, or misuse.

10.5. The Buyer bears the cost of returning the claimed item. The Seller may request photographs, further information or a sample before return.

10.6. For a verified manufacturing defect, the Seller first repairs the item. If repair is impossible or unreasonable, the Seller replaces it. If replacement is unavailable or not requested, the Seller issues a credit note deductible from the next order.

10.7. If the Buyer reasonably expects no further order in the relevant season, it may request payment of the credited amount, which will be made within the refund period in clause 9.5.

10.8. Where a manufacturing defect is verified, the Seller arranges and bears the cost of returning the repaired or replacement product to the Buyer.

10.9. After the one-year claim period, the Seller may offer a paid repair subject to condition and repairability, based on an individual quotation.

11. Ownership and intellectual property

11.1. Title passes upon full payment. Risk may pass earlier under clause 8.5.

11.2. Purchase does not transfer copyright, design, trademark or other intellectual property rights. Use of the KARMA name, logo or visual content requires prior written permission, except normal product identification necessary for lawful resale.

11.3. The Buyer may not represent itself as an official agent or exclusive distributor without a separate written agreement.

12. Liability

12.1. The Seller is liable for proven direct loss caused by breach under Hungarian law. To the extent permitted by law, liability for loss of profit, indirect or consequential loss and loss arising from the Buyer's obligations to third parties is excluded.

12.2. Except for wilful misconduct, damage to life, physical integrity or health, or liability that cannot lawfully be limited, the Seller's total liability arising from an order is capped at the net product value of that order.

12.3. The Seller is not liable for consequences of incorrect address, telephone number, tax data or instruction supplied by the Buyer, or for delay within the sphere of an independent carrier, customs authority, bank or other provider, unless the Seller acted culpably in selection or instruction.

13. Force majeure

Neither party is liable for delay or failure caused by events beyond reasonable control that could not reasonably be prevented, including natural disaster, war, strike, epidemic measure, energy or material shortage, official restriction, customs obstacle or major IT or transport disruption. The affected party must notify the other party and mitigate the consequences. For prolonged events, the parties will discuss modification or termination of the unperformed part.

14. Complaints, law and jurisdiction

14.1. Contact and claims: info@karmagloves.com; +36 70 428 0280.

14.2. The Buyer must state the order number, item concerned and remedy requested.

14.3. Hungarian law governs. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14.4. The parties first seek an amicable solution. Failing settlement, and subject to mandatory jurisdiction rules, the Hungarian courts having jurisdiction at the Seller's registered office have exclusive jurisdiction.

14.5. Consumer arbitration and consumer protection procedures do not apply to the B2B relationship.

15. Acceptance and version control

15.1. Before submitting an order, the Buyer must accept the GTC using an unticked checkbox.

15.2. For each order, the system must retain evidence of acceptance and its time, the exact GTC version, an immutable copy of that version, all confirmations and status-change timestamps.

15.3. Amendments apply prospectively. The version accepted when the request was submitted and referenced in the Final Order Confirmation applies to that order unless otherwise agreed in writing.

15.4. Invalidity of one clause does not affect the remaining clauses. The parties replace it with a lawful provision closest to its commercial purpose.