

# Terms and Conditions (TAC)

## 1. Introduction - Tattini Riding webshop

This document will not be filed, it will only be concluded in electronic form, it is not a written contract, written (originally) in Hungarian, it does not refer to a code of conduct. For questions about the operation, ordering and delivery process of our webshop, we are at your disposal to the given contact details.

Scope of the present TAC is Tattini Riding Ltd.'s webshop (<https://www.tattiniriding.com>) and all of its subdomains. This TAC will always be available on this address: <https://www.tattiniriding.com/terms-and-conditions> and can be downloaded from this link: <https://www.tattiniriding.com/upload/terms-and-conditions-TR.pdf>

### Details of Service Provider:

Company name: Tattini Riding Ltd.

Mailing address: 202 Wallasey Road, CH44 2AG, Wallasey (Wirral) – United Kingdom

Shipping address: 1112 Budapest, Retkoz u. 51/e (KLP Lovasfelszereles Kft.) – Hungary

E-mail: [info@tattiniriding.co.uk](mailto:info@tattiniriding.co.uk)

UK Company registration number: 8020458

Tax number: GB 205 3853 25

Language of the contract: English

### Details of the hosting provider:

Company name: E.N.S. Informatikai és Rendszerintegrációs Zrt.

Address: 1106 Budapest, Fehér út 10. II. em (White Office) - Hungary

E-mail: [info@ens.hu](mailto:info@ens.hu)

Phone: +36 30 555 1100

## 2. General information

Issues not regulated in these terms and the interpretation of these terms shall be governed by law. The mandatory provisions of the relevant legislation shall apply to the parties without any specific clauses.

These terms are applicable from the **26th of April, 2018** and remain in effect until revocation. The Service Provider is entitled to modify the terms unilaterally. Access to, visit to and/or use of the website means acceptance of the terms of the Legal Terms and Privacy Policy!

If User accesses the website operated by the Service Provider or its contents in any way - even if User is not a registered user of the webshop, acknowledges that the Terms and Conditions are compulsory. If the User does not accept the terms, he or she is not authorized to view the content of the webshop.

The Service Provider reserves all rights to any part of the webshop and its content and the dissemination of the website. It is forbidden to download, store, process and sell any content or any portion of the webshop without the written consent of the Service Provider.

By making a purchase/registering on the website User declares that he/she acknowledge and agree to the terms and conditions of this TAC and the Privacy Statement published on the Website, and consent to the processing of data.

User during making a purchase/registering must provide his/her own real data. In the case of untrue or other personal data entered during the purchase/registration, the resulting electronic contract is null and void. The Service Provider shall not be liable for the use of any other person's information on behalf of another User.

The Service Provider shall not be liable for any delays due to misrepresentation and/or inaccuracy of the User's data.

The Service Provider shall not be liable for any damages arising therefrom if the User forgets his or her password or it becomes available to any unauthorized person for any reason not attributable to the Service Provider.

### **3. Available products and services**

There is no minimum order amount. The minimum value of the shipping cost and collecting fees can be found in the current shipping price chart: <https://www.tattiniriding.com/help#shipping-cost-calculation>

The prices shown on the page are in either British Pounds (GBP), Euro (EUR), US Dollars (USD) or Australian Dollars (AUD). All prices include VAT, but do not include the price of delivery. There're no additional packaging costs.

Service Provider will do everything possible to show colors that match the reality. Despite these efforts, the shown colors may differ from reality, as they are highly dependent on computer screens used by the customer or its setting. Service Provider doesn't assume any responsibility for any resulting damages.

Service Provider is permitted to limit the quantity of products ordered through its website. In case of such a restriction, the Service Provider informs the Customer of the change before fulfillment or payment. Service Provider is permitted to decline the order of products or services.

Service Provider is offering guarantee/warranty for the products in its range in accordance with the legislation in force. On this matter there's more information in the Warranty section of this document or in the warranty page of our website: <https://www.tattiniriding.com/warranty>

The product range on Service Provider's website is only informative and contains the full range of products. It is possible, that at the time of ordering, the product is not available. In such cases, after the order has been received, the Service Provider informs the Customer by e-mail or telephone before starting fulfillment.

#### **4. Ordering process**

After creating an account, User will be able to sign in to the webshop/or User can send an order without registration as well.

The User places the selected products in the shopping cart. User can view the cart's contents at any time by clicking the "shopping cart" icon.

The User sets the number of products and products that he/she wants to buy.

The User provides personal information and delivery address and selects the mode of delivery.

For more detailed information on the shopping process, please visit:

<https://www.tattiniriding.com/help#shopping-in-our-webshop>

If there is an error or defect in the webshop for the products or the prices, we reserve the right to make corrections. In such a case, we will immediately inform the buyer about the new data after the defect is detected or modified. The User may then confirm the order once more in writing and/or by phone, or it is possible for the User to withdraw from the contract.

The total amount payable includes all costs based on the order summary and the confirmation letter. The invoice is included in the package. The User is obliged to check the package at delivery with the courier and, in the case of any damage that has been found on the products or packaging, is obliged to request a record and, in case of damage, is not obligated to accept the package. The Service Provider does not accept subsequent, non-recorded complaints!

#### **5. Order confirmation**

The User receives a confirmation e-mail after sending the order. If this confirmation is not received by the User within a reasonable period of time after sending the order, but no later than 48 hours, the User shall be exempted from the bid or contractual obligation. The order and its confirmation shall be deemed to have been received by the Service Provider and the User when it becomes available to them. The Service Provider excludes the responsibility of the confirmation if the confirmation does not arrive in time because the User has entered a bad email address during the registration process or because of his/her account being full, any kind of e-mail blocking, wrongly marking the e-mail as spam, etc. so he/she can not receive a message.

The User acknowledges that the confirmation in the previous section is only an automatic confirmation, and does not constitute a contract.

#### **Contract for products in stock:**

The contract is created when the Service Provider informs the User of the details of the order and of its expected completion after written confirmation and/or phone (completion of the contract) following the automatic confirmation mentioned in the previous section.

#### **Contract for products NOT in stock:**

The Service Provider informs the User in writing and/or by phone that Service Provider has ordered the product(s) to be purchased from the item's supplier. There is no contract yet between the parties.

Once the product User has purchased has been received by the Service Provider, it will notify the User once again in writing and/or by phone about the details and the expected delivery date of the order (the contract will then be formed between the parties).

## **6. Processing and fulfillment of orders**

Orders are processed in our business opening hours. In addition to the times specified for processing the order, but this does not affect the time of placing the order, which can be done outside of our business hours, and the processing will start at the next business day. Service Provider's Customer Service will always confirm in writing and/or telephone and inform the User of the time of completion of the order.

The Service Provider delivers the ordered products via a courier service to the User. The User is required to pay the shipping cost. Shipping to the UK and EU countries usually takes 4-5 work days after dispatch – assuming that the User is at the specified shipping address at the time of delivery by the courier.

The Service Provider maintains ownership of the ordered products and services until the purchase price of the products and the fees for the services are settled. By paying the purchase price or fee, ownership transfer to the User.

If the Service Provider fails to fulfill its contractual obligation because the contracted product is not available, it shall promptly inform the User thereof and reimburse the amount paid by User.

## **7. Right of withdrawal/cancellation**

Directive 2011/83/EU of the European Parliament, the Consumer may withdraw from the contract within 14 days of receipt of the ordered product and return the ordered product without reason. In

the absence of this information, the Consumer is entitled to exercise his/her right of withdrawal for a period of one year.

The User is entitled to cancel the purchase after sending the order, but before Service Provider hands over his/her package to the courier (and thus the start of delivering), if indicated by phone or e-mail to the Service Provider. In such case, the User is not liable for any payment obligations.

If the Service Provider provides the information after the expiry of 14 days from the receipt of the product or the date of conclusion of the contract, but within 12 months, the deadline for withdrawal is 14 days from the date of such communication.

The period for exercising the right of withdrawal shall expire after 14 days from the date on which the Consumer or his/her designated third party other than the carrier accepts the product.

The Consumer may exercise his/her right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

The cost of returning the product must be borne by the Consumer, in case the Service Provider has not undertaken to bear this cost.

No right of withdrawal shall be granted to a Consumer in the case of non-pre-manufactured products produced at the Consumer's request or express request or for a product clearly designated for the Consumer.

The Consumer may also not exercise the right of withdrawal:

- in the case of a service contract, after completing the service as a whole, if the undertaking commenced the performance with the prior consent of the Consumer and the Consumer has acknowledged that he/she will lose his right of cancellation after completing the service;
- in respect of a product or service the price or charge of which may not be influenced by a financial market which may not be influenced by the business, may also depend on the fluctuation of the time allowed for withdrawal;
- in the case of perishable or short-lived product;
- in the case of a sealed package which can not be returned after a breakdown following sanitary or hygienic reasons;
- for a product which, by its very nature, is inseparably blended with another product after delivery;
- in the case of a digital content provided on a non-tangible medium, where the undertaking commenced performance with the express prior consent of the Consumer and with the consent of the Consumer at the same time, acknowledging that he/she will lose his/her right of withdrawal after the performance has commenced.

The Service Provider shall refund the amount paid to the Consumer without delay, or within 14 days at the latest, after the return of the product/or upon the receipt of the withdrawal declaration, including the delivery fee (delivery fee will only be refunded for orders from the UK and EU).

If possible, during the refund, we use the same payment method used in the original transaction, unless the Consumer expressly consents to the use of another form of payment. In any case, we will find the most suitable method in consultation with the Consumer. Due to the use of this refund method, no additional costs are incurred by the Consumer.

The Consumer is obliged to return the product(s) without undue delay to the Service Provider, or within no later than 14 days after sending notice of withdrawal.

The Consumer will keep the deadline if he/she returns or hands over the product(s) before the expiry of the 14-day period.

In case of cancellation in writing, it is sufficient for the Consumer to send the withdrawal statement within 14 days.

The Consumer shall only bear the direct cost of returning the product, unless the enterprise has undertaken to bear this cost (for Consumers outside the UK or EU the original shipping cost will be deducted from the refunded amount).

The Service Provider is not required to compensate the Customer for any additional costs resulting from the choice of a mode of transport other than the cheapest mode of transport offered by the Service Provider.

The Consumer is only responsible for depreciation resulting from the use required to determine the nature, properties and operation of the product.

Refunds may be withheld by the Service Provider until it has received the product(s) or until Customer has not provided proof that they have returned them: the earlier date must be taken into account.

If a Consumer wants to exercise his/her right of withdrawal, he/she may report it in one of the Service Provider's contacts in writing (downloadable withdrawal document: <https://www.tattiniriding.com/upload/withdrawal-document.doc>), or by phone. In case of posting in writing, the date of posting, in case of phoning, the date of the call is taken into account. Consumer can return the ordered product(s) by registered mail or by courier service to the Service Provider.

The European Parliament and Council 2011/83/EU Directive is available here: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2011:304:0064:0088:HU:PDF>

You may also contact the Service Provider with any other complaint on the available contact options above.

The right of withdrawal does not apply to a business (or person), that is acting in the profession.

A Consumer is obliged to reimburse the reasonable costs of the business if the Consumer exercises his/her right of withdrawal after the commencement of the performance.

### **Procedure for exercising the right of withdrawal:**

If the Consumer wishes to exercise the right of withdrawal, he/she shall be obliged to indicate his/her intention to withdraw to the Service Provider's contact details on one of the ways listed above.

Consumer shall exercise his/her right of withdrawal by sending notice within a period before the expiry of the 14th day after receipt of the product. In writing, it is enough to send the withdrawal statement within 14 days. In case of posting, the date of posting, when e-mailing, the date of sending the e-mail will be considered.

Please note that we can only accept the returning of products that do not show traces of usage (wear, scratches, etc.).

In the event of a withdrawal, the Customer shall return the ordered product(s) to the Service Provider without delay, but no later than 14 days after the declaration of withdrawal. If possible, we ask the product(s) to be returned in original/factory packaging with all accessories. The deadline is deemed to be fulfilled if you send the product before the expiry of the 14-day deadline (ie it does not have to arrive within 14 days). The customer shall bear the costs of returning the goods due to the exercise of the right of withdrawal.

However, the Service Provider is not required to compensate the Customer for any additional costs resulting from the choice of a mode of transport other than the cheapest mode of transport offered by the Service Provider. The Consumer may also exercise his/her right of withdrawal between the date of conclusion of the contract and the date of receipt of the product.

When purchasing multiple products, and the delivery of individual products take place at different times, the buyer may exercise the right of withdrawal within 14 days of the last delivered item or piece of item.

## 8. Warranty

### General and horse rider/riding specific guidelines

Warranty rights apply to **all Consumer contracts** (purchase). These rights are based on the fact that if the Consumer has a defective product that is of a weaker quality than the expected (in price/value ratio), with a defective error (as he/she does not know the mistake and rightly assumes that the product is defective), then the contract is considered to be defective the distributor is liable.

Generally, this is a malfunction if the product does not meet the following criteria:

- *should be suitable for purposes which the same type of services (in the same price range) are normally used*
- *it must have the features contained in the description given by the debtor and that it has the attributes of the service presented to him/her as a sample*

Please always consider our written and oral recommendations for each product, which is of particular importance to the equestrian sport. For example, the saddle, breeches, caps/helmets, halters, etc. which are suitable for hobby purposes, lightweight, occasional riders, obedient, well-trained horses, are not suitable for competition and training purposes, daily multiple hours use, foal equipment, heavyweight rider, etc.

- *must have the quality or performance that is customary for the same type of services (in the same price range) and which the holder may expect, taking into account the nature of the service, and the recommendations of the manufacturer, the importer or his representative of the specific characteristics of the service*

Price always refers to quality, except for the running-out, outlet and last items that can be very good quality items on really cheap prices.

- *it must be appropriate for the purpose determined by the rightholder if the claimant has brought it to the debtor at the time of the conclusion of the contract and the debtor has consented to it*

Here, let's note that **discounted products** - if they are not seasonal, are no longer manufactured and are running out of stock - are cheaper because they do not meet the expected quality. In these cases, aesthetic errors such as leather wear and color loss may occur soon. They are not as durable as the same type of unprivileged goods, but they can only be used with certain restrictions - but because of their very favorable price, buyers need this kind of sale. But in all of these cases, we bring to the attention of our customers the cause of the devaluation, and the acknowledgment must be confirmed by the buyer. (Signature, transfer, etc.)

And the buyer should keep in mind

- the special features of the particular types of horses and their special equipment (eg. western saddles are not suitable for Nonnius, low-cost nylon leadropes are not suitable for commanding stallions)
- the appropriate clothing and protective equipment (eg. tearing of a more than a few sizes smaller breeches, buying helmets by saying "he/she will grow into it" causing insufficient protection)
- advice on how to care for leather (even before the first use) and equipment, because neglecting them will invalidate warranty!

We can not be held liable for such defects caused by negligent purchase and use!

(In addition, the parties may agree on other terms in the contract (eg. selling a damaged product as a depreciation), but the presumption of course means that the creditor wishes to obtain a flawless product that is of impeccable quality.

If the defect occurred during normal use, it is generally assumed that this is a malfunction.

The most typical example of the use of warranties is the shoe-related complaint. There is usually no warranty for the shoe (optional). It is said to be a "half-year warranty" because the indemnity gives the same rights as the warranty for the first 6 months. The difference between the first six months and the remainder of the warranty is that if the cause of the fault is disputed, then in the first six months the trader has to prove that it was not due to improper use, until the burden of proof turns, the Consumer has to prove that the cause of the defect was already in effect and was under normal use.

## **Component guarantee**

### **In what case can a User use the right of component guarantee?**

In the event of a defective fulfillment by the company operating a web store, you may claim the right of component guarantee against the enterprise.

### **What rights do the User have based on component guarantee?**

The User may - at his/her choice - have the following assurance claims: he/she may request correction or replacement unless the fulfillment of the Customer's choice is impossible or a disproportionate additional cost to the enterprise. If he/she has not requested or couldn't request a correction or replacement, he/she may request a proportional delivery of the services or he/she may repair or correct the defect at the expense of the enterprise, or he/she may also terminate his/her contract - as a last resort. He/she may also switch from one's choice of component guarantee right to another, but the cost of the transition will be borne by the User, unless it is justified or the business has given cause.

**What is the deadline for validating User's component guarantee claim?**

The User is obliged to disclose the defect immediately after discovery, but not later than within two months of discovery of the defect. At the same time, please note that beyond the two-year limitation period from the performance of the contract, you will no longer be able to enforce your warranty rights.

**To whom can User enforce his/her component guarantee claim?**

The User can enforce his/her component guarantee claim against the business.

**What other conditions are there to enforce the component guarantee rights?**

Within six months from the date of delivery, there is no other condition to enforce your component guarantee claim beyond reporting of the defect, if the User verifies that the product or service was provided by the company operating the webshop. However, after six months from the date of delivery, the User shall be required to demonstrate that the defect recognized by the User was already present at the time of delivery.

**Product guarantee**

**In what case can a User use the right of product guarantee?**

In the event of a defect in a product, the User may, at his option, claim an component guarantee or product guarantee.

**What rights do the User have based on product guarantee?**

As a product guarantee claim, you may only ask for repair or replacement of the defective product.

**In what cases is the product considered to be defective?**

The product is defective if it does not meet the quality requirements in force when it is placed on the market or if it does not have the features specified by the manufacturer.

**What is the deadline for validating User's product guarantee claim?**

Product guarantee claims may be validated by the User within two years from the date of placing the product on the market. After this deadline, he/she will lose his entitlement.

**To whom and with what other condition can User enforce his/her product guarantee claim?**

User may only claim product guarantee claims against the manufacturer or distributor of the product. A product defect must be proved by a user when claiming product guarantee.

### **In which case is the manufacturer (distributor) exempted from his product guarantee obligation?**

The manufacturer (distributor) is only exempted from his product guarantee obligation if it can prove that:

- the product has not been manufactured or placed on the market by the business, or
- the defect was not recognizable by science at the time of placing on the market, or
- the product defect stems from the application of a statutory or mandatory regulatory requirement.

The manufacturer (distributor) has to have sufficient evidence to justify the exemption.

Please note that due to the same defect, you may not be able to enforce the component guarantee and product guarantee claims simultaneously. However, in the event of a successful validation of your product guarantee claim, you may claim the component guarantee for the replaced product or the part repaired to the manufacturer.

## **Warranty**

### **In which case can a User use the right to a warranty?**

In the case of incorrect fulfillment the company operating the webshop is obliged to provide warranty if the user is considered a Consumer.

### **What rights do the User have and what are the time restrictions of the warranty?**

The warranty period is one year. The warranty period is the transfer of the Consumer goods to the Consumer or when the product is put into service by the distributor or his authorized representative, commencing with the date of commissioning.

On the basis of your warranty claim, according to choice User may

- request repair or replacement, unless the selected warranty right is impossible to fulfill, or if this results in a disproportionate additional cost in comparison with the fulfillment of another warranty claim to the other debtor taking into account the value of the service in defect, the breach of contract and the right of the holder interest; or
- request a proportionate reduction of the remuneration, may correct the defect at his/her own expense or cancel the contract if the debtor has not made the correction or replacement, or can not fulfill this obligation, or if the creditor the interest in correcting or replacing has ceased.

There is no place for a withdrawal due to an insignificant defect.

Correction or replacement should be carried out within a reasonable time, taking into account the nature of the matter and its intended purpose by the rightholder.

### **When is the company exempt from the obligation of warranty?**

- The company's warranty obligation is exempted only if it proves that the cause of the fault occurred after the delivery. Please note that due to the same error, you may not claim component guarantee and warranty claims, product guarantee and warranty claims simultaneously, otherwise the User's rights are warranted regardless of the rights described in the Product and Component guarantee sections.
- The Service Provider is not covered by warranty beyond the warranty period (life expectancy) for damages caused by natural wear and tear.
- The Service Provider shall also not be liable for any damages resulting from defective or negligent handling, excessive wear or damage other than the specified deviation or other improper use of the products.
- If the Consumer validates replacement requests within three working days from the date of purchase (commissioning) because of the failure of the product, the Service Provider is obliged to replace the item, provided that the defect prevents its intended use.
- This warranty may be revoked if the repair/installation work on the product is carried out by non-qualified third party and the defect has been caused by this action. You may also lose a warranty if there is burn, broken, cracked or other physical, visible injury or improper use (excessive product overheating), improper installation (unless the product is put into service by the company or has been carried out by an authorized representative, or if improper commissioning is due to an error in the operating instructions manual), mechanical/electrical loads exceeding the parameters specified in the product description or other non-intended use, incorrect storage, defects, disregard, elemental damage, natural disaster, caused the failure.

### **Procedure for warranty claims**

In a contract between the Consumer and the company, the parties' agreement on the provisions of the regulation may not be disadvantageous to the Consumer.

The Consumer is obliged to prove the conclusion of the contract (invoice or receipt).

The company is obliged to create a record of the Consumer's claim for warranty or guarantee.

Please pack the product in such a way that it can not be damaged during return transport. We can not accept liability for any damage resulting from improper packaging.

A copy of the record shall be made available to the Consumer promptly and verifiably.

If the company can not comment on the performance of the Consumer's warranty or guarantee claim upon its notification, it must inform the Consumer in a verifiable manner within five working days of its position - including the grounds for refusal and the opportunity to make contact with the conciliation body.

The company is obliged to keep the records for three years from the date of its inclusion and to present it at the request of the audit authority.

The company should endeavor to make corrections or replacements within a maximum of fifteen days.

## **9. Miscellaneous Policies**

If any part of this Policy becomes invalid, unenforceable, or enforceable, it does not affect the validity, legality and enforceability of the remaining parts.

If the Service Provider does not exercise his right under these Terms, failure to exercise his right shall not be considered a waiver of that right. Any waiver of the right applies only in the case of an express written declaration. The fact that the Service Provider does not strictly adhere to a substantive condition of the Code does not mean that it will waive its subsequent adherence to strict adherence to that condition or clause.

The Service Provider and the User are trying to settle their dispute in a peaceful way.

## **10. Complaint dispute process**

The purpose of our store is to complete all orders in the right quality, with the customer's full satisfaction. If you still have a complaint about the contract or its fulfillment, you may post your complaint via the telephone, email or postal address above.

The Service Provider will immediately examine and, if necessary, remedy the oral complaint. If the customer disagrees with the handling of the complaint or the immediate investigation of the complaint is not possible, the Service Provider shall immediately record the complaint and its position and transmit a copy thereof to the purchaser.

The written complaint will be answered in writing by the Service Provider within 30 days. The reason for rejecting the complaint will be justified. The record of the complaint and the copy of the response shall be retained by the Service Provider for five years and shall be presented to the inspection authorities upon request.

The European Commission has set up a website to allow Consumers to register, so they have the opportunity to settle disputes related to online shopping via an application, avoiding court proceedings. Thus, Consumers can enforce their rights, regardless of (for example) physical distance.

In the case of a Consumer complaint, Consumer can use the EU online dispute resolution platform. The use of this platform requires a simple registration in the European Commission system by clicking here: [https://webgate.ec.europa.eu/cas/eim/external/register.cgi?loginRequestId=ECAS\\_LR-4910284-bFNAMx5Q6b5SuCNZWHYvrENissPnXyiCyOKX3CtsYmzeHj0fD9VShOJhCNzzKzzm11mO056K0GH62LdBu3t7bA-PHslUMVSXYCHutmzRzGSoo0-XywZ5jaxHxO63lMywVeL1TOogUxmKZQZpoznr0Tyado](https://webgate.ec.europa.eu/cas/eim/external/register.cgi?loginRequestId=ECAS_LR-4910284-bFNAMx5Q6b5SuCNZWHYvrENissPnXyiCyOKX3CtsYmzeHj0fD9VShOJhCNzzKzzm11mO056K0GH62LdBu3t7bA-PHslUMVSXYCHutmzRzGSoo0-XywZ5jaxHxO63lMywVeL1TOogUxmKZQZpoznr0Tyado)

Consumer can then submit a complaint via the online website after logging in Online Dispute Resolution - <http://ec.europa.eu/odr>

The Service Provider is obliged to cooperate in the conciliatory body procedure. In this context, it must send his response to the conciliation body and ensure the participation of the person authorized to conclude the hearing. If the head office or the place of business of the company is not registered in a county governed by the chamber operating the territorial jurisdiction of the conciliation body, the company's obligation to cooperate shall be subject to the possibility of a written agreement in accordance with the Consumer's request.

## **11. Data protection**

The website's data protection information is available here: <https://www.klp.hu/en/privacy-policy>