

TERMS AND CONDITIONS

1. COMPANY INFORMATION

This Website is operated by:

Executive Car Rent Kft.

Registered office: 1239 Budapest, Ócsai út 7., Hungary

Company registration number: 01-09-346550

Tax number: 27046490-2-43

EU VAT number: HU27046490

Country of registration: Hungary

Hereinafter referred to as the "Seller".

2. SCOPE OF APPLICATION

2.1. These Terms and Conditions govern the sale of motor vehicles and related services offered by the Seller through its Website or direct communication.

2.2. These Terms apply to both consumers (B2C) and business customers (B2B).

Where the Buyer qualifies as a consumer under applicable EU law, mandatory consumer protection provisions shall prevail.

3. VEHICLE LISTINGS AND PRICES

3.1. All vehicles displayed on the Website are subject to availability.

3.2. The information provided (including price, mileage, specifications, equipment, and images) is for informational purposes and does not constitute a binding contractual offer.

3.3. A binding contract is concluded only upon signing a written Sales Agreement by both parties.

3.4. Prices displayed:

- Are indicative and may be updated,
- May differ depending on export status,
- May exclude registration, transport, customs, or local taxes,
- May be affected by currency fluctuations.

3.5. In the event of a manifest pricing error (e.g., technical mistake), the Seller is not bound by the incorrect price and shall inform the Buyer before contract conclusion.

4. VEHICLE CONDITION AND MILEAGE

4.1. Vehicles may be new or used. Used vehicles may show signs of normal wear and tear consistent with age and mileage.

4.2. The mileage stated reflects the odometer reading at the time of listing and may change due to:

- Test drives,
- Transportation,
- Operational movement.

4.3. The Seller provides information to the best of its knowledge but cannot guarantee absolute completeness of prior ownership or repair history unless explicitly stated in writing.

4.4. Buyers are encouraged to inspect the vehicle personally or through an authorized representative prior to purchase.

5. RIGHT OF WITHDRAWAL (CONSUMERS – DISTANCE SALES)

5.1. If a consumer concludes a distance contract (e.g., online without physical inspection), the consumer may be entitled to a 14-day right of withdrawal under EU Directive 2011/83/EU.

5.2. The right of withdrawal does not apply where:

- The vehicle has been registered in the Buyer's name,
- The vehicle has been used beyond necessary inspection,
- The contract qualifies as a customized order.

5.3. The Buyer shall bear the direct cost of returning the vehicle unless otherwise agreed.

5.4. The Seller may deduct an amount reflecting diminished value if the vehicle has been used beyond what is necessary to establish its nature and characteristics.

6. PAYMENT TERMS

6.1. Payment may be made via:

- Bank transfer,
- Other agreed methods.

6.2. Ownership of the vehicle remains with the Seller until full payment has been received.

6.3. Deposits may be required to reserve a vehicle. Conditions regarding refundability shall be specified in the individual agreement.

7. DELIVERY AND TRANSPORT

7.1. The Seller may assist in arranging domestic or international transport.

7.2. Delivery times are estimates and depend on logistics providers and administrative processes.

7.3. Risk transfers:

- To consumers: upon physical delivery of the vehicle.
- To business customers: upon handover to the carrier, unless otherwise agreed.

7.4. For export sales, the Buyer is responsible for compliance with destination-country regulations unless explicitly agreed otherwise.

8. WARRANTY AND LEGAL GUARANTEE

8.1. For consumers within the EU, statutory legal guarantee rights apply under Directive (EU) 2019/771.

8.2. For used vehicles sold to consumers, the Seller may agree on a reduced liability period (not less than 1 year), if explicitly stated in the Sales Agreement.

8.3. Commercial warranty (if any) shall be separately specified in writing.

8.4. Warranty does not cover:

- Normal wear and tear,
 - Damage caused by misuse,
 - Unauthorized modifications,
 - Failure to follow maintenance requirements.
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9. LIABILITY

9.1. The Seller is liable in accordance with mandatory EU and Hungarian law.

9.2. Nothing in these Terms excludes liability for:

- Death or personal injury caused by negligence,
- Fraud or fraudulent misrepresentation,
- Any liability that cannot be excluded under applicable law.

9.3. For business customers, liability for indirect or consequential damages may be limited to the purchase price.

10. DATA PROTECTION

Personal data is processed in accordance with the General Data Protection Regulation (GDPR) and the Seller's Privacy Policy.

11. FORCE MAJEURE

The Seller shall not be liable for delays or failure caused by events beyond reasonable control, including but not limited to:

- Natural disasters,
 - War,
 - Government restrictions,
 - Transport disruptions.
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12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. These Terms are governed by Hungarian law.

12.2. Consumers may bring proceedings:

- Before Hungarian courts, or
- Before courts of their place of residence within the EU, where mandatory consumer protection law applies.

12.3. The Seller encourages amicable dispute resolution prior to legal proceedings.

13. FINAL PROVISIONS

13.1. If any provision is held invalid, the remaining provisions remain in effect.

13.2. The Seller reserves the right to amend these Terms. The version published at the time of contract conclusion shall apply.