

GENERAL CONTRACT TERMS AND CONDITIONS

relating to electronic trade services

1. Rudiments of the Contract Terms and Conditions:

1.1. Data of Service Provider:

Company name:	Magyar Szőlő- és Borkultúra Nonprofit Kft. (MSZB Np. Kft.)
Name of Company representative:	Zoltán Zilai
Registered office of the company:	H-1124 Budapest, Somorjai u. 21. 1. em. (Hungary)
Tax number of the company:	20324263-2-43
EU tax number of the company:	HU 20324263
Trade registry number:	01-09-919774

Hereinafter: MSZB Np. Kft. or 'Service Provider'.

1.2. Contact details of the Service Provider

Office and mailing address:	1124 Budapest, Somorjai u. 21. 1. em.
Phone:	+36 1 203-8507
Fax:	+36 1 319-0970
E-mail:	info@borkulturakft.com

The customer service can be reached by phone during working hours, between 09.00-15.00 hours (except Fridays: 09.00-13.00) on workdays.

1.3. The Customer

The one who uses a service on the Service Provider's official website, buys some kind of service through the website (www.aborfesztival.hu, www.vinagora.hu, www.vinagora.com, www.vinagora.hu, www.borkulturakht.hu, www.borkulturakft.hu), and accepts the General Contract Terms and Conditions as binding upon himself.

2. Objective of the General Contract Terms and Conditions

The General Contract Terms and Conditions contain the general terms and conditions of the legal relationship between the Service Provider and the Customer, who establish a contractual relationship with one another. In respect of issues not regulated here, the prevailing provisions of Hungarian law and regulatory rules as well as the provisions of the Civil Code of Hungary relevant to the Service Provider's activity shall be unconditionally authoritative.

2.1. Acceptance of the Contract Terms and Conditions

The acceptance of the Contract Terms and Conditions by the Customer is a precondition of using the service. The Customer shall use the service provided by the Service Provider only with the acceptance of the Terms and Conditions.

2.2. Validity of the Contract Terms and Conditions

The Service Provider reserves the right to amend a part of or all the General Contract Terms and Conditions at any time. The General Contract Terms and Conditions shall enter into force upon publication. The General Contract Terms and Conditions shall remain in force until the service is

provided by the Service Provider. These General Contract Terms and Conditions shall be effective from 22 January 2010 for an unlimited duration.

3. The service

The Service Provider provides the service in accordance with the following conditions.

3.1. Territorial scope of the service

The service operated by the Service Provider shall be available from both Hungary and abroad.

4. Establishment of and amendment to the Contract

4.1. General provisions

An order shall become valid upon Customer's approval of the order in its final format, and upon the Customer's confirmation of the acceptance of the General Contract Terms and Conditions. In the event that the Customer's order is confirmed by the Service Provider, a contract is concluded between the parties.

4.2. The consumer's right to rescind

A Customer qualified as a consumer (Section 685 d) of the Civil Code) may rescind a contract within 8 working days without justification. The consumer shall not be entitled to exercise his right to rescind if before the expiry of the deadline for rescission the Service Provider has started providing the service, which is hereby agreed to by the Customer.

4.3. Purchase of services

Making use of the various services shall also be subject to separate conditions relevant to the given service and made known to the Customer upon purchasing, including the conditions, if any, relating to penalty, earnest money, security deposit, forfeit or other conditions securing the Contract.

4.4. Terms of payment

The Customer shall pay the countervalue of the services electronically, by bank card, upon order confirmation (via e-mail).

The Service Provider shall guarantee that the Customer's bank card is debited only after the Customer has confirmed his intention to pay through web service.

5. Rights and obligations

5.1. The Service Provider's service provision obligation and liability

5.1.1. The Service Provider shall continuously provide the service for the Customer against the fulfilment of the Customer's payment obligation.

5.1.2. The Service Provider shall not be liable for damages resulting from act of God, natural disaster (force majeure) or other reasons or events beyond the control of the Service Provider, for which the Service Provider cannot be held liable.

5.1.3. The Service Provider reserves the right to change prices. The Service Provider assumes no responsibility for any errors or misprints on the site. The countervalue shall include the rates and taxes as well as the value added tax (VAT) on the service.

5.1.4. The Service Provider shall store the Customer's data in order to perform the contract and to be able to prove the contract terms and conditions at a later date. However, without the Customer's express consent the Service Provider shall not be entitled to pass these data on for advertising or any other purposes. The Service Provider shall handle the Customer's data in accordance with the relevant provisions of law.

5.1.5. Handling of customers' notifications and complaints

The Customer may report the defects observed in connection with the service to the Service Provider's customer service and the following e-mail address: info@borkulturakft.hu.

In any case the Service Provider shall investigate the notifications and complaints within 30 days, and shall inform the Customer about the findings of the investigation in line with the method of reporting.

The Service Provider shall keep records of the notifications and complaints.

The Service Provider shall, without delay, take the necessary steps to repair the defect that had occurred within his sphere of interests, was reported by the Customer and proved to be real as a result of the investigation.

5.2. The Customer's rights and obligations

5.2.1. Before first payment with the bank card, the Customer shall complete the relevant form with precise data and send it to the Service Provider in order to avoid any mistakes or misunderstandings.

5.2.2. The Service Provider shall assume no responsibility in any form for wrong data given by the Customer and for any resulting costs or damages or inaccurate performance resulting from wrong data.

5.2.3. The Customer's obligation shall be to pay the price for the service in line with the stipulated mode of payment (payment by bank card). The Customer shall deviate from the selected payment method only with the Service Provider's prior consent. Should the Customer fail to pay the countervalue of the service ordered, the ordered service shall automatically be deleted from the system, and the Service Provider shall be entitled to enforce his demands stemming from the failure vis-à-vis the Customer.

6.1. Online bank card payment system

6.1.1. The payment by bank card shall be effected through the server of Borgun, through a website coded with strong (128-bit) SSL technology, guaranteeing that the Customer's bank data will be secured against unauthorised parties through the Internet. In the case of questions and comments concerning online payment the Service Provider's customer service shall provide assistance.

6.1.2. The Service Provider shall store the data provided and originating from the order, i.e. the Service Provider shall use the name of the card holder or orderer only for performing the transaction permitted by the card holder. The Service Provider shall not have the disposal of any other data generated during the transaction.

6.1.3. The Service Provider shall assume no liability for any damages resulting from the use of the Customer's password by a third person if it has been the consequence of the Customer's fault. The Customer acknowledges to be not entitled to demand the return of the countervalue of the services ordered and provided. The Service Provider shall assume no responsibility for and repayment or reimbursement of any damages originating from faulty or wrong data input or misprinting of order

resulting from the Customer's mistake. The Customer shall bear the costs stemming from his faulty or wrong order himself.

6.1.4. In the event that the Customer initiated payment of an amount exceeding the price of the service used, the Service Provider must be notified by the Customer in writing (in e-mail to info@borkulturakft.com or andras.pinter@borkulturakft.com). The letter shall indicate the amount and date of the overpayment as well as the transaction number. The Service Provider shall investigate the fact of the overpayment within 15 days from the notification, and in the event that the demand is found to be justified, the Customer shall initiate the crediting of the overpaid amount. Customer shall be informed about the result of the investigation in writing (using the e-mail address given in the transaction).

In the event that the Customer initiated payment of a lower amount than the price of the service used, the Service Provider shall notify the Customer about the fact of the difference discovered, the scale of the demanded amount and the methods of payment of this amount in writing after deduction of bank charges.(using the e-mail address given in the transaction). Should the Customer fail to pay the claimed amount within 8 days, the Service Provider shall withdraw from providing the requested service, and shall, within 15 days, credit the already paid sum, after the deduction of the costs and his contractual claims, if any.

6.1.5. Acceptable types of bank cards: Visa, Visa Electron, Maestro, Mastercard, American Express

6.1.6. The payment of the countervalue by bank card shall only be made on a forint or euro basis. In the event that the prices are indicated in currencies other than the forint and euro as well (eg. USD), the Service Provider shall debit the card holder's bank account with the countervalue in forints calculating the price by multiplying the current medium exchange rate announced by the Magyar Nemzeti Bank by a rate of 1.05.