

Terms & Conditions

General Terms and Conditions

Last updated: 2024 January 5.

Terminology

The Client - the person/entity which places an order/makes an offer through the webshop or by phone, fax or e-mail with RCHUNGARY. Further called CLIENT

RCHUNGARY - a brand owned and operated by S&K Ideas Kft, Csapas utca 15, 2011 Budakalasz, Hungary

Further called: RCH or RCHUNGARY

S&K Ideas Kft. - the owner and operator of RCHUNGARY.com and the associated pick-up point(s). Further called: OWNER or S&K

General Business Relationships

The General Terms and Conditions apply to the sale and supply of goods by RCHUNGARY or its OWNER. The terms and conditions apply to all existing and future business relationships. Deviating, contrary or supplementary terms and conditions are only valid, if they are approved by the owner. A hard copy of the terms and conditions can be mailed to the client by post upon request or are available in the shop(s) or warehouse of RCHUNGARY. In addition a PDF file with the General Terms and Conditions can be downloaded from the Webshop. General Terms and Conditions for B2B business relationships can be sent by e-mail or post upon request.

Business relationship with clients

By issuing an order the client / purchaser declares to agree and to be bound to these General Terms and Conditions. RCH only concludes contracts with customers who are natural persons with unlimited legal capacity and are above age of 18 years, as well as with legal entities. Please note that there are special B2B Terms and Conditions applying for all dealings with legal entities. These B2B Terms and Conditions are sent upon request.

Offer and order

The offer and display on the internet and webshop(s) operated by RCH and its OWNERS merely serves as information and does not represent an offer in the legal sense. The contents are exclusively intended for the end customer. With an order, the client/purchaser/buyer confirms that the goods will be used and utilised privately and in a non-military way. Any other use is not allowed. The offers on the internet and webshop(s) are non-binding and RCH reserves the right to change any information without prior notice. The order of the client/purchaser/buyer represents an offer to conclude a purchase agreement. The agreement is concluded by RCH accepting the offer and confirming all details here-in. The confirmation sent automatically by the webshop serves merely as information to the client, that the offer has been received by RCH. RCH accepts the offer by issuing an invoice with all relevant details. Technical amendments, as well as amendments to the form, colour and/or weight remain reserved and within the scope of what is reasonable. Ordered and delivered goods remain the property of RCH until full payment for all goods and services have been received by RCH.

Prices and payments - general

All quoted prices are gross prices including the legally applicable VAT in Hungary.

Delivery costs will be charged separately. Costs depend on location and choice of delivery method. The respective cost is clearly indicated during the checkout process, before the client presses the button "buy". By pressing this button, the client accepts all costs as displayed in the webshop/cart as well as delivery and payment method costs.

Extra charges for certain payment methods may apply and are displayed in the webshop checkout process, before the client finally agrees to and places the order. The client accepts these costs by placing the order with RCHUNGARY.

If nothing is mentioned the prices relate to the respectively depicted articles as per descriptions, but not to any accessories which might be visible on the picture. Pictures serve as information only.

RCH and its OWNERS assume no liability for misprints, misspelling, partial information with regards to all information displayed in the webshop including prices, item description, general information, content and stock level.

RCH reserves the right to adjust prices without prior notice.

Payment can be made as per selection and description offered by the webshop during the check out process. Presently the following payment methods are accepted by RCH:

a) payment by cash/credit card upon pickup in the shop/warehouse

b) cash-upon-delivery (COD)

only available for delivery addresses within Hungary. Additional cost for this payment method applies: 700 Ft per order

c) bank transfer (pre-payments)

available for all orders. Bank charges for international transfers are to be born by the client. RCHUNGARY will only send orders if the full amount has been credited to the account of S&K Ideas Kft.

d) PayPal

available for all clients. One of the safest and fastest payment methods for online purchases. Additional cost for this payment method applies: 3 % of total purchase value.

e) Credit/bank/debit cards

available for all clients via the PayPal interface. Note: GLS is accepting most bank and credit cards as payment method, when delivering the order to the delivery address.

Rules applying to special orders by clients:

for items that are NOT in the standard range of RCH - any costs associated to supplying such items are to be born by the client. RCH reserves the right to increase prices given in quotations if unforeseeable costs have arisen by supplying such orders/items. The client can not step back from these purchases. The warranty and guarantee rights remain untouched.

Form of payment

The following payment forms/types/methods are currently accepted by RCHUNGARY/OWNERS.

a) Personal payment by cash, credit card (Master Card, Visa Card, Maestro Card, OTP) or Paypal in our shop (please note opening hours) . RCH reserves orders marked for personal pick-up in our warehouse WITHOUT prepayment for max. 7 days. Thereafter the order is viewed as "cancelled by the client" and goods are resold.

b) Payment in advance - provided all items are on stock, the order is shipped out within 1-2 working day once full payment is received by RCHUNGARY. Payments can be made in cash in our warehouse or via bank transfer or Paypal. Please note: Bank charges, transfer charges, exchange rate charges etc. incurred during payment process for orders are to be born in full by the client. Items are shipped out only when the full amount has been credited to the bank account of RCH. Payments to be made to the following bank account:

EUR account IBAN: HU62 1201 0398 0118 9248 0020 0001

SWIFT: UBRTHUHB

Account holder: S&K Ideas Kft.

Bank: Raiffeisen ZRT, Budapest, Hungary

c) Credit card (via Paypal credit card interface) - Visa/Eurocard/Mastercard is accepted. Provided all items are on stock, the order is shipped out within 1-2 working days once RCH received the confirmation of payment by the credit card issuer and/or Paypal.

d) Paypal - payments through paypal are one of the fastest payment possibilities and transfer of funds some times take only a few minutes. Provided all items are on stock, the order is shipped out within 1-2 working days as soon as payment status is confirmed by Paypal.

e) Cash upon delivery (COD) - only valid for deliveries to addresses located within Hungary. Upon receipt of the goods, the client pays the billed amount in cash, bank or credit card. Note: this payment method has extra cost and charge for the client. The current rate/charge is displayed to the client during the check-out process and the client accept these charges by placing the order with RCH. Also note, that orders that are splitt by RCHUNGARY (partial delivery) this COD fee is charged for every partial delivery.

At present there is a maximum purchase limit of 500.000 Huf

At present there is a fix charge of 700 Huf per COD order.

RCH reserves the right to change these limits/charges at any time without prior notice.

Note: due to security reasons all payments ABOVE 300.000 Huf must be paid via credit or bank card to the delivery company. Below 300.000 Huf payment in cash is accepted.

RCH reserves the right to make changes to existing payment methods, introduce new ones or delete existing ones without prior notice.

Default of payment, late payment

In case of default or late payment RCH will charge for reminder fees and interest.

Please note: as of the 2nd reminder, the non-payer incurs considerable costs. If no payment is made a dept collecting institution will be commissioned with the collection of payment. In case of default, the client is obliged to compensate RCH in full for any costs associated with the dept collection, reminder and interests. Interest rates charged are at present 24% p.a.

Product characteristics, Warranty, Environment

Product Characteristics & Warranty

Essentially only the product description of the manufacturer is agreed as the characteristics of the goods. The scope of delivery is according to the description published by RCH. Public satements, promotions or advertisements of the manufacturer do not represent the contractual characteristics of the purchase of the goods from RCH. RCH grants you the legal warranty for all material and processing defects of articles.

If delivered articles have evident material or production defects, then please notify us of these defects in writing immediately. The warranty exclusively covers the purchased products and NOT consequential damages, loss or wilful damage and improper handling. The warranty is covered according the manufacturers warranty description. The manufacturer shall provide a repair of the defect article or replacement - at its discretion, provided the legal prerequisites have been met and are verified by RCH.

Only articles and goods which have been purchased with RCHUNGARY are covered by warranty during the legal time frame! The client has to provide proof of purchase with RCHUNGARY. As proof serves: a copy of the bill or invoice or the cash register slip. If no proof is provided, no warranty can be extended by RCH to the client.

As RCH can not controll and verify the proper installation and handling of RC-products by the client therefor warranty does not cover:

Goods/articles which have been already build in rc-models

Goods/articles which have obvious traces of usage (scratched, damaged, traces of glue, etc.)

Goods/articles which have been wrongfully used or were used in extreme environment (eg. no cooling or ventilation inside of models).

Goods/articles which have not been used for RC-modelling purposes but for other purposes.

RCH tests the following items before they are shipped to clients:

- Servos

- Lipo akkumulators

- Drones / Helicopters (only RTF models)

These tests are recorded by RCHUNGARY and only items which have been verified as OK are shipped to clients. RCHUNGARY requests clients to check these articles before they are used and build into RC models. Warranty is only extended with these goods if they have not been in use yet!

The manuals and product usage descriptions provided by the manufacturer should be read by the client before first use and installation. Particularly the usage, installation, storage and charging/discharging of LiPo (LiIon, LiFe) accumulators is critical! Clients are requested to follow these instructions. RCH assumes not responsibility for damages to the product or subsequent damages by not following these instructions. Clients are requested to contact RCH during shop opening hours in case of questions or need for explanation or clarification. Any claims for damages, warranty or guarantee are limited to the amount of the product purchase price - under no circumstances RCH or its owners assume the responsibility for subsequent damages or injuries.

Please note:

Deliveries to pacel boxes which might be outdoors can lead to quality reduction in batteries, accumulators, paint and other articles

due to excess heat or freezing temperatures. RCHUNGARY can not be held responsible for these kind of damages. Our clients are requested to double-check the position of these parcel boxes - so they are located indoors or in a protected environment.

Environmental Protection & Recycling

As a contribution to reducing primary raw materials, RCH/S&K has voluntarily committed itself to primarily using packaging and boxes for shipping that we have received from our suppliers. RCH/S&K largely avoids the use of plastic as packaging material. We expressly point out to our customers that they should also make a corresponding contribution to environmental protection by separating waste and avoiding waste as far as possible. This applies in particular to items containing harmful substances such as paints, batteries, rechargeable batteries, foils, foam materials, as well as electronic components and devices. Please dispose of them in accordance with local regulations and laws.

Battery regulation - especially valid for Germany -

According to § 18 of the law on the placing on the market, the return and the environmentally friendly disposal of batteries and accumulators, we would like to point out the following: Batteries and accumulators must not be disposed of with household waste. You are legally obliged to return empty or used batteries and accumulators and in this way to recycle them. After use, you can return them to a municipal collection point free of charge. Batteries containing harmful substances that must be returned are marked with a crossed-out garbage can. Below this is the chemical symbol of the heavy metal that is decisive for the classification as containing a pollutant. Cd stands for cadmium, Hg for mercury, Pb for lead, Li-Ion for lithium ions, Li-Poly for lithium polymer.

Transport damages

When the delivered order packaging is obviously damaged the employee of the transport company is to be notified upon delivery. We urge clients not to accept damaged or ripped orders/packages. Later complaints might not be covered under the transport warranty or insurance. If possible we urge clients to take a picture of the damaged packaging and send these to RCHUNGARY for further steps with the transport company. RCHUNGARY will replace the damaged order as soon as the damaged order has been returned to and inspected by RCHUNGARY.

Delivery - means of delivery

Clients have the possibility to choose the means of delivery during the check out process in the webshop.

The following means of delivery are presently offered by RCHUNGARY:

- a) Personal pick up in our warehouse
- b) Delivery/Forwarding company (such as Express One, Foxpost, MPL (Hungarian Post), etc)

RCHUNGARY has the sole right to choose the delivery company. In case RCHUNGARY selects a different company then chosen by the client, RCHUNGARY guarantees that there will be no additional costs for the client.

Exceptionally RCHUNGARY may deliver goods/orders by its own cars.

The prices/costs for the offered delivery services might change from time to time and RCHUNGARY reserves the right to change these without prior notice.

RCHUNGARY offers temporarily for orders above 38.000 Huf brutto free delivery to Hungarian delivery addresses. Free delivery means that the delivery fee/cost is waived. This free delivery however does not affect/reduce possible costs associated with selected payment types! RCHUNGARY reserves the right to waive or cancel free delivery anytime without prior notice. Free delivery does not apply for B2B purchases (business to business).

Delivery times for goods ON STOCK with RCH - estimated and NOT GUARANTEED by RCHUNGARY:

- within Hungary: 1 - 5 working days
- within Europe EU countries: 2 - 21 working days
- other countries/rest of the world: 8 - 60 days ***

Delivery times of goods which are NOT ON STOCK with RCH but are listed on the webshop are usually delivered within maximum 60 days. Any delivery times given by RCH in the webshop or during communication with the client serves only as information and RCH can not guarantee these times as RCH also depends on its suppliers.

Delivery times of goods which are ORDERED ON CLIENTS SPECIAL REQUESTS are separately communicated with the client - but usually within 90 days. These delivery times indicated by RCH during the communication with the client serve only as information and RCH can not guarantee these times as RCH also depends on its suppliers.

Please note:

Deliveries to parcel boxes which might be outdoors can lead to quality reduction in batteries, accumulators, paint and other articles due to excess heat or freezing temperatures. RCHUNGARY can not be held responsible for these kind of damages. Our clients are requested to double-check the position of these parcel boxes - so they are located indoors or in a protected environment.

*** Please note: any import duties, taxes, costs, fees and charges associated with ordering with RCHUNGARY and importing to the final destination are the sole responsibility of the client! It is the responsibility of the client to inform himself/herself about these costs and charges. RCHUNGARY can not give any information about these costs and charges and can not be held responsible to pay those.

Delivery - partial delivery

Please consider that the products/goods sold by RCHUNGARY are not mass produced articles. RCHUNGARY can not guarantee to have sufficient stock in order to avoid delays in delivery. In such cases RCH reserves the right to execute partial delivery for orders. The client will be notified in advance accordingly by webshop message and/or e-mail or fax. RCH ensures to complete orders within 60 days.

Delivery - returns & right of withdraw

The client (individual) can withdraw from the contract within 14 day of purchase by submitting a written declaration of revocation or sending the goods back. In case of return, the client has to pay for the cost of returning the goods (postage, etc.). RCH will issue a credit note of the same amount as the original purchase. Only in exception a refund can be made in cash. The goods are checked by RCH within 3 working days and credit note/refund is send to the client.

The client has to pay compensation to RCH when returning orders/goods when one or more of the following points occur:

- the original packing is missing

- the original packing is substantially damaged or dirty
- the content of the packing is not complete (eg. the manual is missing)
- the goods have been used and have traces of usage (scratches, glue, dents, etc.)
- the goods are damaged or partly/not at all functioning

In any case, the costs of the first delivery (transport costs) and the costs for the return delivery to RCH are to be born by the client. As a result we request all clients to choose your article carefully as returns have for the client and RCH high costs.

If you have questions about returns, our team will be happy to answer them and help. Please handle your right of return in a responsible manner.

Exclusions of right of withdrawal, returns and refund:

Please note: returns and right of withdrawals are NOT applicable for

- a) special orders for customers - for items which are usually not within the range of items in the webshop or the shop. These items and orders are excluded of the returns and withdrawal right!
- b) special offers - for items that are sold at reduced prices (clearly marked in the webshop and the shop). These items are excluded of the returns and withdrawal right.
- c) orders by other companies or businesses (B2B transaction) - these transactions are guided by the B2B General Terms & Conditions.

Enhancements and amendments

RCH and the manufacturer reserve the right to make product modifications which provide a quality improvements in RCH/manufacturer views. These enhancements and amendments can be made without prior notice. The quoted sales prices are valid until cancellation or change. Subject to errors in the product description, prices and manuals.

Right of objection

RCH indicates that clients personal data, which have been inputed by the client in the online shopping system, or given to RCH by phone, fax or through e-mail will be used exclusively for processing the order/contract. If the client wishes to receive further marketing and product information from RCH the client has to tick the appropriate box during the profile setup procedure.

If you do not agree to the saving of your data please contact RCH in writing by letter/fax/email - please address your note including your full name, e-mail address and/or phone number - to the the following contacts: RCHUNGARY/S&K Ideas Kft., Csapas utca 15, 2011 Budakalasz, Hungary or email: webshop@rchungary.com

RCH will block and delete the specified address data as quickly as possible (usually within 3 working days).

More information about data protection you will find under the "data protection" information.

Copyright

RCH offers, the website, the webshop, the RCH logo, the layout, the text, the content and information is subject to copyright of RCH and its owners. RCH explicitly reserves the right of ownership and copyright of the offers. The linking or use for own purposes is only permitted with the prior written approval of RCH.

RCH acknowledges that it is not the owner of other company logos or signatures and some pictures depicted on the website, webshop or printed information. These serve for information purposes only and are sole property of their respective owners/companies.

Delivery - Change of address

In case the client changes the address of delivery AFTER the goods have been shipped by RCH, the additional shipping costs are to be born by the client. We therefor urge all clients to notify RCH as soon as possible of a delivery address change.

Delivery - Costs and charges

Deliveries to Hungary:

RCH offers temporarily free delivery to addresses within Hungary for total brutto order value of above 37.000 Ft. Free delivery is NOT applicable for wholesale and or B2B deliveries, bulk goods, oversized goods or packages and goods which need to be send by separate truck/forwarder. RCH reserves the right to change or delete this limit any time and without prior notice.

RCH charges for deliveries which are below the mentioned "free delivery" value fees minimum 1390Ft brutto - depending on size and weight also more. The detailed cost can be seen in the webshop and then before client checks out the order. RCH reserves the right to change these charges any time and without prior notice.

Deliveries to EU countries (EXCEPT ISLANDS belonging to the EU):

a minimum postage fee of 20 EUR brutto is charged. The actual fee depends on the final address (eg. deliveries to European islands are more expensive then to continental Europe), weight and size. RCH will advise the client about the actual fee before sending the goods. The client has the right to cancel the order, if he/she is not in accordance to the delivery charges. Items which are oversized are marked in the webshop! If delivery charges are NOT displayed in the webshop - RCHUNGARY will send a separate e-mail with the relevant information. RCH asks its clients to wait for this e-mail confirmation before any payment is made.

Deliveries to other countries:

a minimum postage fee of 30 EUR brutto is charged. The actual fee depends on the final address and means of delivery (air, surface) and weight. RCH will quote the delivery charges to the client before sending the goods. The client has the right to cancel the order, if he/she is not in accordance to the delivery charges.

Please note: import costs, charges, duties, fees and taxes which are to be paid for shipping goods to the final address are the sole responsibility of the client. RCH can not be held responsible to pay these. Furthermore RCH can not and will not give any information about the associated costs to import goods to the final destination. This is the sole responsibility of the client to inform himself/herself accordingly.

In addition there might be certain restrictions of type of goods that can not be shipped to the final destination - or the final destination is banned and can not be shipped at all. RCH reserves the right to cancel any item or the entire shipment if these conditions apply to an order. The customer will be informed accordingly.

Wrongdoing - mistakes

RCH and its owners request and reserve the right to be informed prior to any legal action in writing of any possible wrongdoing or mistakes. As this is not done intentionally - RCH will strive to clear immediately any wrong doing or mistake. RCH reserves the right to charge any legal fees to the person or entity who is not following this request.

Should a paragraph, a point, a provision of these General Terms and Conditions be wholly or partially ineffective or later lose their legal validity, the remaining paragraphs, points and provisions of these General Terms and Conditions shall not be affected. Instead of the ineffective paragraph, provision, point, rule, the statutory provisions apply.

Place of jurisdiction

Place of performance of jurisdiction is Hungary. The legal language is Hungarian.

In case of conflicting information, the HUNGARIAN version of the general terms & conditions are preceding.