

General Terms and Conditions

Horváth Cukrászda Kft.

Effective from: 13 October 2026

Welcome to the website operated by Horváth Cukrászda Kft. at www.sugarshop.hu!

These General Terms and Conditions (hereinafter referred to as "GTC") set forth the terms of use by the customer (hereinafter referred to as "Customer") of the services available through the www.sugarshop.hu website (hereinafter referred to as "Website").

Please read these GTC carefully before using our services (placing an order, subscribing, making a purchase). Use of our services implies full acceptance of these terms and conditions, which shall be deemed legally binding.

If you have any questions regarding the operation of the Website, the ordering or delivery process, we are available through the contact information provided on the Website.

Technical information not covered in these GTC regarding the use of the Website is available in other notices accessible on the Website. Our valid GDPR privacy notice is available at the following link:

https://sugarshop.hu/wp-content/uploads/pdf/adatvedelmi_tajekoztato.pdf

The language of the contract is English.

Cake orders may be submitted online through the Website, by email to paulay@sugarshop.hu, or in person at our Paulay Ede Street shop. Submission of an order does not in itself constitute acceptance. The contract is concluded upon the Service Provider's express written acceptance of the order and, where required, payment of the advance in accordance with the terms of that acceptance. An automatic acknowledgement of receipt is not acceptance of an order.

The exact amount of the advance payment depends on the method of delivery, the type of product ordered, and the total amount of the order. Our colleagues will provide precise information in relation to each order.

A written order constitutes a legally binding declaration of intent by implied conduct, whereby the Customer undertakes to purchase the ordered product. By placing the order, the Customer acknowledges and accepts that Horváth Cukrászda Kft. produces the perishable product expressly at the Customer's request. The contract concluded electronically between the Customer and Horváth Cukrászda Kft. is not archived by the company.

Orders may be initiated online through the Website, by email or in person. Requests to modify or cancel an existing order must be submitted in writing to paulay@sugarshop.hu. Orders cannot be placed by telephone.

By sending an order to paulay@sugarshop.hu, the Customer acknowledges and accepts the provisions set forth in these General Terms and Conditions.

1. SERVICE PROVIDER / SELLER

Company name: Horváth Cukrászda Kft.

Registered seat: 1042 Budapest, Petőfi u. 35., Hungary

Phone: +36 70 778 4282

E-mail: paulay@sugarshop.hu

Tax number: 13403740-2-41

Court of registration: Company Registry Court of the Budapest Metropolitan Court

Company registration number: 01-09-733469

Activities conducted via the Website: presentation of SUGAR! confectionery products, acceptance of online cake orders, and information about in-store and email ordering.

Processing of the Customer's personal data is governed by the Privacy Policy, available here: http://sugarshop.hu/wp-content/uploads/pdf/adatvedelmi_tajekoztato.pdf

2. TERMS OF USE

The Customer uses the Website at their own risk and acknowledges that Horváth Cukrászda Kft. shall not be held liable for any pecuniary or non-pecuniary damages incurred during use, except for damages caused intentionally, by gross negligence, or as a result of criminal acts, or for breaches of contract that damage life, physical integrity, or health.

Horváth Cukrászda Kft. disclaims any liability for the conduct of users of the Website. The Customer is solely and entirely responsible for their own conduct.

The Customer must ensure that their use of the Website does not infringe the rights of third parties or violate any applicable laws, either directly or indirectly.

In case of any infringement, the Customer bears full liability, and Horváth Cukrászda Kft. will fully cooperate with the competent authorities to investigate such violations.

Content made available by Users during their use of the Website (e.g., comments) may be monitored by Horváth Cukrászda Kft., but the Company is under no obligation to do so and assumes no responsibility for identifying signs of unlawful activity in such content.

The service pages may contain links to other service providers' websites. Horváth Cukrászda Kft. assumes no responsibility for the data protection practices or other activities of such third parties.

Due to the global nature of the Internet, the Customer agrees to comply with all applicable national laws when using the Website. If the use of the Website or any activity related

thereto is not permitted under the laws of the Customer's country, the Customer is solely responsible for such use.

If the Customer notices any objectionable content on the Website, they must immediately notify our Company. If the notification is found to be well-founded following our good-faith assessment, we are entitled to promptly delete or modify the content in question.

3. ORDER / PURCHASE PROCESS

Cake orders may be submitted through the Website, by email to paulay@sugarshop.hu, or in person. An automatically generated acknowledgement of receipt does not constitute acceptance of the order. An order becomes binding only upon express written acceptance by our staff and, where required, receipt of the advance payment in accordance with the acceptance.

The amount of the advance payment depends on the **method of collection**, the **type of product ordered**, and the **total value of the order**. Specific details will be provided by our colleagues in writing in relation to each order.

Orders submitted in writing or placed in person at our shop constitute a **legally binding declaration of intent by implied conduct**, by which the Customer undertakes to purchase the ordered product. By placing the order, the Customer acknowledges and agrees that Horváth Cukrászda Kft. produces the ordered **perishable product** exclusively at the request of the Customer.

The electronic contract concluded between the Customer and Horváth Cukrászda Kft. is **not archived**. If the order is fulfilled without issues, the related data will **no longer be accessible or viewable** 14 days after fulfillment.

The following information is required for placing an order:

Basic Information:

- Customer's full name
- Customer's phone number
- Exact name(s) of the product(s) ordered (including product code, if available)
- Quantity of each product
- Size of product(s) (e.g. number of slices), if applicable
- Decoration/modification requests, if applicable
- Method of collection (in-store pickup at Paulay Ede Street or home delivery)

For in-store pickup:

- Date of pickup
- Earliest required time of readiness on the day of pickup

For delivery:

- Date of delivery (YYYY.MM.DD format)
- Deliveries are available Monday to Saturday between 12:00 and 16:00. A precise delivery time cannot be guaranteed; deliveries are arranged within a maximum two-hour time window.
- Exact delivery address, including postal code
- Additional delivery address details (e.g., floor, door number, doorbell info)
- Name and phone number of the recipient (if different from Customer)
- Chosen payment method (cash or card on-site, or advance bank transfer)

Product-related Information

Production, freezing and storage: SUGAR! produces all of its cakes and a significant proportion of its pastries using professional blast-freezing technology. Cakes are prepared in advance, blast-frozen and subsequently thawed under controlled conditions. Cakes are handed over thawed and ready for consumption. After collection or delivery, products must be kept refrigerated and stored in accordance with the storage and use-by instructions applicable to the product. We do not recommend refreezing thawed cakes. Product-specific shelf-life and allergen information shall apply.

- The characteristics shown in the photos on the website (e.g., size, color shades, design, and decoration) may differ from the actual product. These differences may arise due to the use of seasonal fruits or natural color variations of ingredients.
Horváth Cukrászda Kft. assumes no liability for such deviations.
- Horváth Cukrászda Kft. explicitly informs the Customer that products made with fruits or nuts may contain **traces of seeds or shells**. The Seller shall not be liable for any damage arising from this.
- The Seller also informs the Customer that the products may contain **traces of gluten, soy, milk, peanuts, tree nuts, and sugar**.
- The Seller informs the Customer that **some decorative elements on the products are non-edible**, and the Customer is responsible for obtaining this information both at the time of ordering and at pickup.
- Decorations that protrude from the surface of the cake (e.g., figurines, stars, rainbows, other decorative elements) are made of **dried marzipan and/or plastic**, and are therefore **not edible**. In certain cases, specific figures may be produced in edible marzipan upon request. This constitutes a **custom order**, which may affect the **lead time** and **price**. For such requests, please contact us at: paulay@sugarshop.hu
- **Cake dimensions:** Cakes are measured in centimeters (horizontal diameter), and this is the measurement used for pricing. For base cakes (without decoration), we also provide the approximate **weight**. The number of servings is given as a guideline and follows standard slicing practices. However, the actual number of slices may vary depending on:
 - the cake's height,
 - its density (weight),

- and the person slicing it.
Therefore, **we do not guarantee a specific number of servings** and assume no liability in this regard.
- **Tiered Cakes:**
 - Different flavors may be ordered for each tier.
 - The total number of servings is the sum of servings per tier.
 - Tiers must be stacked in consecutive sizes.
 - Under the **Cake Flavors** menu, you can find which flavor is suitable for which tier.
 - Each tier contains **wooden dowels** and **paper discs** to facilitate slicing and support the structure. These must be **removed before serving**.
 - For tiered cakes covered with cream:
 - The coating may **harden or crack** due to handling, temperature fluctuations, or improper refrigeration.
 - As we cannot control storage conditions post-pickup, we provide **extra cream** with these cakes so Customers can **remedy any surface cracks** before important events.
 - Horváth Cukrászda Kft. assumes **no liability for damage noticed after collection**.

Conclusion of Contract, Binding Offer, Order Confirmation

The contract is concluded in **English**. Placing an order constitutes an **electronically concluded contract**, subject to the provisions of **Act CVIII of 2001** on certain issues of electronic commerce services and information society services.

It also falls under the scope of **Government Decree No. 45/2014 (II.26.)** on the detailed rules of contracts concluded between consumers and businesses, and it takes into account the provisions of **Directive 2011/83/EU** of the European Parliament and of the Council on consumer rights.

After submission of an online order, the Customer may receive an automatic acknowledgement of receipt. This merely confirms that the order has reached our system and does not constitute acceptance. Horváth Cukrászda Kft. separately confirms acceptance in writing. The contract is concluded under the terms stated in that confirmation, including any required advance payment.

In certain cases, the confirmation of the order is **conditional upon the payment of an advance**, as specified in the confirmation email. If the Customer fails to pay the required advance amount by the deadline or in the manner indicated (e.g., via transfer or in-store payment), the contract will **not be concluded**, and Horváth Cukrászda Kft. assumes no liability in this regard.

If **no advance payment** is required in the confirmation email, the contract is deemed legally concluded upon receipt of the confirmation.

The confirmation email includes:

- the order details,

- product prices,
- payment and delivery methods,
- and any remarks by the Customer related to the order.

Invoice

Horváth Cukrászda Kft. issues a **receipt** upon payment for the ordered products, in accordance with Hungarian tax regulations.

If the Customer requests a **VAT invoice**, they must provide the necessary billing information. Please note: for **VAT-registered entities**, it is mandatory to provide the full **company name**, **address**, and the **8-digit tax number**. Without these, the invoice **cannot** be issued. Horváth Cukrászda Kft. assumes no liability for errors in the billing data provided by the Customer.

Payment

- **Cash or card on delivery is not available** for home delivery. Orders will only be registered and dispatched once **full payment, including delivery fee**, has been received in advance.
- For **in-store pickup**, advance payment may be required depending on the order's value.
- Advance payments can be made in **cash or by card** at our store (Paulay Ede Street).
- For **bank transfer payments** (available for delivery orders), the Customer must indicate this request in the order email. Our staff will then send the banking details after verifying the billing information.
- We can only guarantee **same-day delivery** if the transferred amount is credited to our bank account **no later than 3 hours before the delivery window** on the delivery date.
- **Only HUF transfers from Hungarian bank accounts** are accepted.

DELIVERY

Deliveries are performed by an **external courier company**.

Delivery time window: Monday to Saturday, 12:00–16:00. Delivery is not available on Sundays. A precise delivery time cannot be guaranteed; deliveries are arranged within a maximum two-hour time window.

Delivery Fees – Budapest Zones (please verify current applicable prices):

- **Zone 1:** 4,000 HUF
- **Zone 2:** 4,500 HUF
- **Zone 3:** 5,000 HUF

(Detailed district list omitted here but available in the full document)

ZONE 1 – 4000Huf		ZONE 2– 4500Huf		ZONE 3 – 5.000Huf	
1011	1084	1041	1193	1021	
1012	1085	1042	1194	1028	
1013	1086	1043	1195	1029	
1014	1087	1044	1196	1031	
1015	1088	1045	1201	1037	
1016	1089	1046	1202	1038	
1022	1091	1047	1203	1039	
1023	1092	1048	1204	1162	
1024	1093	1101	1205	1164	
1025	1094	1102		1165	
1026	1095	1103		1171	
1027	1096	1104		1172	
1032	1097	1105		1173	
1033	1098	1106		1174	
1034	1131	1107		1181	
1035	1132	1108		1182	
1036	1133	1111		1183	
1051	1134	1112		1184	
1052	1135	1113		1185	
1053	1136	1114		1186	
1054	1137	1115		1188	
1055	1138	1116		1211	
1056	1139	1117		1212	
1061	1142	1118		1213	
1062	1143	1119		1214	
1063	1144	1121		1215	
1064	1145	1122		1221	
1065	1146	1123		1222	
1066	1147	1124		1223	
1067	1148	1125		1224	
1068	1149	1126		1225	
1069		1151		1238	
1071		1152		1239	
1072		1153			
1073		1154			
1074		1155			
1075		1156			
1076		1157			
1077		1158			
1078		1161			
1081		1163			
1082		1191			
1083		1192			

Delivery Fees – Budapest Metropolitan Area (Agglomeration):

Prices range from **5,500 HUF to 7,000 HUF** depending on the location.
(Specific cities and postal codes listed in full document)

TOWN NAME	ZIP CODE	PRICE
ÜRÖM	2096	5500Ft
SOLYMÁR	2083	6000Ft
ÜLLŐ	2225	6000Ft
FÓT	2151	6000Ft
GÖD	2131, 2132	7000Ft
POMÁZ	2013	6000Ft
PILISVÖRÖSVÁR	2085	7000Ft
DUNAKESZI	2120	6000Ft
CSÖMÖR	2141	6000Ft
KISTARCSA	2143	6000Ft
NAGYTARCSA	2142	6000Ft
PÉCEL	2119	6000Ft
MAGLÓD	2234	6000Ft
ECSER	2233	6000Ft
VECSÉS	2220	6000Ft
GYÁL	2360	6000Ft
ÉRD	2030, 2035, 2036	6000Ft
DIÓSD	2049	6500Ft
TÖRÖKBÁLINT	2045	6500Ft
TÁRNOK	2461	6500Ft
BUDAÖRS	2040, 2042	6000Ft
DUNAHARASZTI	2330	6500Ft
GYÖMRŐ	2230	6500Ft
SZIGETSZENTMIKLÓS	2310	6500Ft
HALÁSZTELEK	2314	6500Ft
BIATORBÁGY	2051	7000Ft
BUDAKESZI	2092	6000Ft
PÁTY	2071	6500Ft
BUDAKALÁSZ	2011	6000Ft
SZENTENDRE	2000	6500Ft

For delivery **outside Budapest**, a **custom quote** will be provided:

- Base fee (last district before exit) + 500 HUF / km from that point to the final destination.

Delivery will only be initiated once **full advance payment** for both the products and the delivery fee is received, either **in-store or via bank transfer** based on a pro forma invoice.

ORDER COLLECTION

Collection upon delivery:

Upon delivery, the Customer is **obliged to inspect** the package for any visible damage. If damage is detected, the Customer may **request the courier to return the package**.

If the packaging is visibly damaged at the time of receipt and it is evident that the damage occurred **prior to delivery**, Horváth Cukrászda Kft. will **replace or accept the return** of the product free of charge.

No liability will be assumed for damage reported after the time of delivery.

Horváth Cukrászda Kft. considers the order **fulfilled** if the Customer is **not present** at the agreed time and address, and delivery **cannot be completed** for this reason.

In case of **failed delivery** due to reasons attributable to the Customer, a **second delivery attempt** will only be made if the Customer **prepays an additional delivery fee of HUF 15,000 gross** via bank transfer. The delivery will be reattempted only **after payment is credited** to Horváth Cukrászda Kft.'s bank account.

Partial deliveries are not possible.

Upon receipt of the product, the Customer is obliged to **immediately verify the quantity and quality** of the product.

In-store pickup:

Ordered products can be collected **in person during business hours**, between **11:00 AM and 7:00 PM**, at our premises:



SUGAR! Design Confectionery

1061 Budapest, Paulay Ede utca 48.

GENERAL RULES ON ORDER COLLECTION

Whether the product is **collected in-store or delivered**, only the **Customer** is authorized to receive the order. If a **third party** is authorized by the Customer to collect the product, that party must act on behalf of the Customer with regard to:

- inspecting the **quantity and quality** of the product,
- requesting all relevant **information** regarding shelf life, transportability, and handling of decorations,
- understanding the **fragility of the product**, and receiving safety instructions.

Horváth Cukrászda Kft. assumes **no liability** and **disclaims all claims for compensation** in cases where the order was **not received by the Customer personally**, and where the authorized recipient failed to meet the basic inspection and acceptance criteria.

By receiving the product (even through an authorized third party), the Customer explicitly confirms that:

- the **quantity and quality** of the product, including its **design, appearance, color combination, and decoration**, are satisfactory;
- they received appropriate information regarding **storage, fragility, transportation**, and any **non-edible decorative elements**;
- they were informed about the presence of **small components** that may pose a **choking hazard**, and that **only an adult should slice and serve** the product, particularly when it is intended for children;
- they were advised about the presence of any **sharp or cutting tools** (e.g., dowels, sticks) and acknowledge that **certain parts of the product are not suitable for children**;
- they were informed of the product's **shelf life** and **potential allergens**.

4. RIGHT OF WITHDRAWAL AND TERMINATION

Cancellation of Ordered Products

Method and Conditions of Cancellation

The Customer may cancel or modify their order **within 3 hours** of placing it.

To do so, please send an email to: paulay@sugarshop.hu.

Please reference the **order details** as stated in the confirmation email when submitting a cancellation request.

5. WARRANTY, GUARANTEE

Issues, Complaints, and Customer Service

Any complaints or issues regarding the fulfillment of the order may be reported via the following customer service channels:

- **Email:** paulay@sugarshop.hu
- **Phone:** by calling the customer service number listed on the website
- The proper **cooling and storage** of confectionery products after pickup is the **Customer's responsibility**. Horváth Cukrászda Kft. assumes no liability in this regard.

- When refrigerated at **+4°C**, depending on the type of product, confectionery items remain safe for consumption for **24 to 72 hours** after pickup. Except for Nutella-based products, our items **do not contain added preservatives**.
For pre-packaged items, the specific shelf life is indicated on the packaging.
- If a **quality complaint** concerns a **non-visible property** of the product, the issue must be reported **within 24 hours** of collection and accompanied by the **product itself**.

6. LEGAL REMEDIES

Complaint Handling – Location, Time, and Method

Customers may submit complaints related to the product or the activities of Horváth Cukrászda Kft. via the contact channels provided.

- **Oral complaints** will be addressed immediately if possible.
- If immediate resolution is not feasible or if the Customer disagrees with the resolution, the Company will **document the complaint** in writing and **retain the record for five years** along with a formal response.

For oral complaints made **in person**, a copy of the complaint record is provided to the Customer at the store.

If this is not possible, the complaint will be handled as a **written complaint**.

In the case of complaints made via **telephone or other electronic means**, a record will also be prepared.

All **written complaints** will receive a substantive response **within 30 days** (response considered given when posted).

If a complaint is **rejected**, the Company will notify the Customer of the **reason for rejection**.

Additional Legal Remedies:

a. Filing a Complaint with Consumer Protection Authorities

Customers may contact their local **district office** if they believe their consumer rights have been violated.

Authority contact for Budapest:

Budapest Government Office – Consumer Protection Department

Address: 1052 Budapest, Városház utca 7.

Email: fogyved_kmf_budapest@bfkh.gov.hu

List of regional offices: <http://fogyasztovedelem.kormany.hu/teruleti>

b. EU Online Dispute Resolution (ODR) Platform

Online disputes related to online purchases can be submitted via:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU>

c. Conciliation Board Proceedings

If the Company rejects the complaint, the Customer may turn to the **Conciliation Board** of their place of residence or stay.

This procedure is intended for the **amicable resolution** of disputes **outside of court**.

More information: <http://www.bekeltetes.hu/index.php?id=testuletek>

Conciliation boards also accept applications from legal entities defined by law as consumers, including NGOs, churches, housing associations, and SMEs.

d. Initiating Legal Action

The Customer has the right to enforce claims before **civil courts** pursuant to **Act V of 2013 on the Civil Code** and **Act CXXX of 2016 on Civil Procedure**.

7. TECHNICAL LIMITATIONS

The use of the Website and the submission of orders via email presumes that the Customer is aware of and accepts the **technical possibilities and limitations** of the Internet, particularly in regard to performance and potential errors.

Horváth Cukrászda Kft. assumes **no liability** for any operational malfunction of the Internet network that **prevents** the operation of the Website or the completion of purchases.

8. UNILATERAL MODIFICATION OF THE GTC

Horváth Cukrászda Kft. reserves the right to **unilaterally modify** these General Terms and Conditions, the prices of products listed on the Website, and any other displayed prices, **without retroactive effect**, at any time.

Any modifications shall enter into force upon **publication on the Website** and shall apply only to transactions concluded **after** the modification takes effect.

9. INVALIDITY OF CERTAIN PROVISIONS

If any provision of these GTC is found to be invalid or unenforceable, it shall **not affect the validity** of the remaining provisions of the contract. The remaining provisions shall be interpreted in such a way as to best reflect the **original intent** of the parties.

The contract concluded under these GTC shall **not incorporate** any prior practices or commercial usage established between Horváth Cukrászda Kft. and the Customer.

Furthermore, it shall **not include** any practices widely known and regularly applied in the relevant sector between parties to similar agreements.

These GTC, along with the information and notices available on the Website, constitute the **entire agreement** between Horváth Cukrászda Kft. and the Customer.

Effective date of these GTC: 13 October 2026