

Warranty

Complaints within the warranty period must be handled by the business that sold the product. Please contact them first.

Within the European Union, Nosiboo products with a retail price of at least HUF 10,000 (approx. EUR 25) are covered by a 2-year (24-month) warranty provided by the seller. Nosiboo accessories, Accessory Sets, the Nosiboo Bag Toiletry Bag, and Nosiboo Eco are not considered durable consumer goods; however, the manufacturer offers a voluntary warranty of three (3) months for these items.

At the time of purchase, the seller is required to complete the warranty certificate using their own template. If the seller is the manufacturer (e.g. the official webshop or Amazon page), the valid warranty certificate is the printed form included in the packaging. In both cases, the warranty is only valid together with the purchase invoice.

Information on Warranty Rights

I. General rules

For the product manufactured in the European Union and purchased by you in the European Union, the distributor (manufacturer, seller) undertakes a 24-month warranty (guarantee) under the regulations in force, starting from the date of delivery of the consumer product to the consumer or, if the installation is carried out by the company or its representative, from the date of installation. If the consumer installs the consumer product more than six months after delivery, the warranty period starts on the date of purchase of the consumer product. You may lodge and enforce your warranty claim with the distributor, at the place of purchase, or with the customer service indicated on the warranty certificate.

The warranty does not affect the legal rights of the consumer, in particular but not limited to the statutory warranty, product liability, and damages. Performance of warranty obligations and related costs shall be borne by the seller of the consumer product. The rights arising from the warranty shall be enforced by means of the warranty card, which shall not be made conditional on the return of the opened packaging of the consumer product by the consumer. The validity of the warranty shall not be affected by the improper issue of the warranty card or the failure to provide the consumer with the warranty card.

If the warranty card is not handed over to the consumer, the conclusion of the contract shall be deemed to be proven also if the consumer presents the purchase document, a receipt or invoice proving the payment of the consideration. In this case, the rights arising from the warranty may be enforced by means of proof of payment of the consideration (e.g. a receipt).

The warranty period shall start from the date of delivery of the consumer product to the consumer or, if the installation is carried out by the business or its representative, from the date of installation, the date of which is recorded on the warranty card.

The period of enforceability of the warranty claim shall start from the performance of the contract between the parties, that is, the date of delivery of the consumer product to the consumer or the date of its installation, and shall last for 1, 2 or 3 years, depending on the price of the product.

The consumer is obliged to notify the company of the defect without delay after discovering it. In the case of a contract between a consumer and a business, a defect notified within two months of the discovery of the defect shall be deemed to have been notified without delay. The consumer shall be liable for any damage resulting from the delay in notification.

If the consumer product is repaired, the duration of the warranty period is extended from the date of delivery for repair by the time during which the consumer could not use the consumer product as intended due to the defect.

In the event of a consumer dispute, the consumer may initiate a proceeding with any conciliation body operated by the county (capital) chambers of commerce and industry.

Nosiboo Pro and Nosiboo Go are hygienic medical devices. You can exercise your right of withdrawal if the device is in an undamaged condition and the foil of the nose tip is intact! We do not exchange products with opened foil for hygienic reasons. Guidelines and legislation in force:

Directive of the European Parliament and the European Commission 2011/83/EU § 16 (e), Hungary: Government Decree 45/2014. (II. 26.), § 29 (1) (e) 270/2020 (VI. 12.), Government Decree 151/2003 (IX. 22.) on the mandatory warranty of certain consumer durables, Government Decree 249/2004 (VIII. 27.) on the mandatory warranty for certain repair and maintenance services.

II. Warranty rights

Within the scope of the warranty, based on the warranty claim, at the choice of the consumer:

may request repair or replacement, unless the performance of the chosen warranty claim is impossible or would result in disproportionate additional costs to the business compared to the performance of another warranty claim, taking into account the value of the service in good condition, the seriousness of the breach of contract and the harm caused to the consumer by the performance of the warranty;

may request a proportionate reduction of the consideration (price of the product), repair the defect itself at the expense of the business or have it repaired by another party; or

may withdraw from the contract if the business has not undertaken the repair or replacement, cannot fulfil its obligation to do so, or if the consumer's interest in the repair or replacement has ceased. In this case, the purchase price of the product shall be refunded to the consumer.

There is no room for withdrawal due to a minor defect.

The business is obliged to take minutes of the warranty claim filed to it by the consumer in accordance with the provisions of the Ministry for National Economy Decree 19/2014 (IV. 29.) on the procedural rules for administering guarantee and warranty claims for products sold under a contract between a consumer and a business.

Repair and replacement rules

The repair or replacement must be carried out within a reasonable time in the interests of the consumer, taking into account the nature of the product and its intended use expected by the rightholder.

The consumer shall be entitled to switch from their chosen right to another. The costs caused by switching must be paid to the business, unless the business gave a reason for the switch, or the switch was otherwise justified.

The consumer may also, at their choice, assert their claim for repair directly at the registered office of the business, at any of its premises, branches and at the repair service indicated by the business on the warranty card.

Only new parts may be installed into the product during the repair.

Repair and replacement deadlines

a) The business shall endeavour to carry out the repair or replacement within no more than fifteen days.

If the duration of the repair or replacement exceeds fifteen days, the business shall inform the consumer of the expected duration of the repair or replacement no later than the 15th day. The information shall be provided, subject to the consumer's prior consent, electronically or by any other means suitable for proof of receipt by the consumer.

If, during the warranty period referred to above, the first repair of the consumer product the business establishes that the consumer product cannot be repaired, the business is obliged to replace the consumer product within eight days, unless otherwise specified by the consumer. If it is not possible to replace the consumer product, the business is obliged to refund the purchase price presented by the consumer on the purchase document, receipt or invoice proving the payment of the price of the consumer product, to the consumer within eight days.

If the consumer product is not repaired within thirty days of the notification of the repair request to the business, the business shall replace the consumer product within eight days of the expiry of the thirty-day deadline without result, unless otherwise specified by the consumer.

If it is not possible to replace the consumer product, the business is obliged to refund the purchase price presented by the consumer on the purchase document, receipt or invoice proving the payment of the price of the consumer product, to the consumer within eight days of the expiry of the thirty-day repair period without result.

b) If, during the warranty period specified on the warranty card the consumer product becomes defective again after it has been repaired three times, unless otherwise provided by the consumer, and if on the basis of the relevant legislation the consumer does not request a proportional reduction of the purchase price, and the consumer does not wish to repair the consumer product or have it repaired at the expense of the business, the business is obliged to replace the consumer product within eight days.

If it is not possible to exchange the consumer product, the business is obliged to refund the purchase price presented by the consumer on the purchase document, receipt or invoice proving the payment of the price of the consumer product, to the consumer within eight days.

c) If the consumer makes a replacement request within three business days of the date of purchase (installation) due to a product defect, the business may not invoke disproportionation excess costs but shall replace the product, provided that the defect prevents regular use.

Place of repair

Consumer goods with a fixed connection or weighing more than 10 kg, or which cannot be transported as a hand package on public transport, with the exception of vehicles, must be repaired at the place of operation. If the repair cannot be carried out at the place of operation, the dismantling, installation, as well as the removal and return shall be provided by the business or, in case of a request for repair made directly to the repair service, by the repair service.

III. Exceptions:

Warranty liability does not cover, in particular, but not limited to, the following cases:

incorrect installation, if the installation was not carried out by the company or its representative, and if the incorrect installation is not due to an error in or the absence of the manufacturer's instructions,

unintended use,

non-compliance with maintenance obligations,

improper storage, handling, damage,

if the defect was caused by natural forces, natural disaster.