



General Terms and Conditions

Effective as of 27/07/2023

In its capacity as a non-budgetary organisation under Section 3/A (2) of Act CXCV of 2011 on Public Finances (hereinafter referred to as "**PFA**"), Veszprém-Balaton 2023 Joint Stock Company (hereinafter referred to as "**VEB2023**") **participates** in the creation of a series of programmes in the framework of the "**Veszprém-Balaton 2023 European Capital of Culture**" programme (the "**ECOC Programme**"), whose aim is to increase the scale, diversity and European dimension of cultural offerings by way of, among others, cooperation between countries, expanding access to and participation in culture.

In order to implement the aims defined above, VEB2023 used a state budget support to create and operate a "**Tourism Management System**" (hereinafter: "**TMS**") to promote and support the ECOC Programme events. TMS is a uniform complex framework, through which proper information about the Region's cultural events and ticketing are provided. TMS includes a web platform ("**ECOC Website**") and a mobile phone application ("**ECOC Application**"). Within the ECOC Website and the ECOC Application, as well as on other equipment running the TMS (e.g., electronic ticketing posts), users can purchase tickets for events ("**Event**") announced by VEB2023 and its partners ("**Organiser**"), or they can register for free Events. Such Events may be events at a specific time (e.g., theatrical performance, concert) or events that may be visited continuously for an extended period (e.g., museum, exhibition, zoo, etc.). Within the TMS, it is also possible to purchase various good, primarily merchandising products ("**Product**").

I. Subject of the GTC, Contracting Parties

These General Terms and Conditions ("**GTC**") set out the rights and obligations of natural persons and other legal entity users (hereinafter referred to as "**you**" or "**User**") using the e-commerce services provided under the frame of the TMS ("**Service**"). (VEB2023 and the User are hereinafter collectively referred to as the "**Parties**").

Name of the Service Provider:	Veszprém-Balaton 2023 Joint Stock Company
Registered office and postal address:	8200 Veszprém, Óváros tér 26.
Company registration number:	Cg. 19-10-500277
Tax number:	23701142-2-19
Website:	https://veszprembalaton2023.hu/
Telephone customer service:	+36 30 203 9862
Customer service email address:	infopont@veb2023.hu
Customer service opening hours:	Monday-Friday: 10 a.m. - 6 p.m. Saturday-Sunday: 10 a.m. - 2 p.m.



II. General information, contracting of the Parties

These GTC apply only to the electronic Services you use through the ECOC Website and the ECOC Application.

All persons over the age of 16 shall be entitled to use the Services operated by VEB2023, provided that they accept the contents of the GTC. You agree to the provisions of these GTC by clicking the "Pay" or "Order with payment obligation" button. By concluding the contract, you declare that you have read and understood the conditions of these GTC as binding, specifically the information contained in Section III of these GTC.

The contract concluded between the Parties in connection with the Services shall be deemed a written contract. VEB2023 shall make the conclusion of the contract and these General Terms and Conditions electronically retrievable using the electronically saved purchase data provided by you. The data you enter, the data related to the Product stored in VEB2023's system, other transaction data (e.g., bank confirmation) and the wording of the GTC together constitute the contract.

The GTC are permanently available in the footer of the landing page of the ECOC Website and within the ECOC Application.

VEB2023 shall be entitled to amend the GTC unilaterally. In the event of any modification to the GTC, you will be informed by a notice on the ECOC Website and in the ECOC Application. By using the services after the amendment's effective date, you accept the amended GTC. Modifications of the GTC shall not make the performance more burdensome for the user as a consumer, nor shall it affect the rights already acquired by the consumer.

Incapacitated persons and minors of limited legal capacity under 16 years of age may not use services through the VEB2023 system.

III. Pre-contractual information regarding the detailed regulation of contracts between the consumer and the undertaking pursuant to Section 11 of Government Decree No. 45/2014 (II. 26.) ("Decree")

With regard to contracts between remote parties, the Decree requires the following information to be provided prior to contracting by the undertakings concluding contracts with you, including VEB2023. Before the purchase, VEB2023 shall provide the following information to you. Please read the information carefully and make your purchase being aware of its contents.

a) Essential characteristics of the Service/Product	The essential characteristics of the Event can be found on the data sheet of the Event. The data sheet also contains complete information on available tickets and their prices. VEB2023 shall not sell any product or service for which a unit price is required by law (products available in multiple pack sizes or comprising of multiple items).
b)-d) Name and contact details of the company, place of business	Detailed information is provided in Section Hiba! A hivatkozási forrás nem található..



	<p>The place of business of VEB2023 is its registered office indicated in Section Hiba! A hivatkozási forrás nem található. You may address any complaints to the contact details listed in Section Hiba! A hivatkozási forrás nem található.</p> <p>When tickets are sold for Events held by VEB2023's partners, VEB2023 acts on behalf of the Organiser. The name and postal address of the Organiser can be found in the description of the Event.</p>
e) Gross price of goods and services	The Event's and/or the Product's data sheet includes the gross price of the ticket, including VAT, for the Event. All prices are listed in Hungarian forints. You will be able to view the total gross amount on the "Cart" page, which will include the amenity fee due to VEB2023 for the ticket sales. Any discounts you may be entitled to will be deducted from the gross price shown in the data sheet. You may not incur any additional costs over and above the gross prices shown here.
f) Costs of open-ended or subscription contracts	VEB2023 does not use open-ended or flat rate contracts.
g) Charges for the use of a device enabling remote communication	VEB2023 does not use any premium-rate services; the cost of internet or mobile connection required for the purchase shall be payable to your telecommunications provider under your individual subscription contract.
h) Terms and conditions of performance (delivery deadline, shipping, handling complaints)	You can choose from the modes of payment set out in Section Hiba! A hivatkozási forrás nem található. In the case of event ticket sales, the electronic ticket will be delivered immediately after payment to the email address you have provided. In case of Products sales, the expected delivery date is indicated in the data sheet of the given Product. The rules for handling complaints are set out in Section Hiba! A hivatkozási forrás nem található.
i) -l) Exercising the right of cancellation and bearing the cost related to returns	For detailed information on your right of cancellation, the exercise of the right of cancellation, and the costs of returns, please see Section Hiba! A hivatkozási forrás nem található.
m) Warranty for material defects and product liability	Information on the warranty for material defects and product liability available to you is included in Annex no. 3.
n) Guarantee and after-sales customer service and other services	Pursuant to Government Decree No. 151/2003 (IX. 22.), tickets sold by VEB2023 for Events are not subject to a guarantee obligation. VEB2023 operates a telephone customer service at the contact details specified in Section Hiba! A hivatkozási forrás nem található. , during the office hours specified therein.
o) Code of Conduct	VEB2023 is not a signatory and has not subscribed to the Code of Conduct under the Act on the Prohibition of Unfair Business-to-Consumer Commercial Practices.
p) Term of the contract and conditions of termination	The contract concluded with you is valid for a definite term, which, in the case of the purchase of a ticket for an Event, shall last until the time of the Event in question, until visiting the Event/the end of the period available for such visit (i.e., the end of the ticket validity period) or, in case of Products, until the product is received.
q) If the consideration for the contracted goods or services is personalised to the consumer based on automated decision-making	Consideration for the given Product or service shall never be determined in a personalised manner by automated decision-making. VEB2023 uses uniform pricing for all.



r) The shortest duration of the consumer's obligations under the contract	The contract concluded with you is valid for a definite term, which, in the case of the purchase of a ticket for an Event, shall last until the time of the Event in question, until visiting the Event/the end of the period available for such visit (i.e., the end of the ticket validity period) or, in case of Products, until the product is received. The contract will not be converted into a contract of indefinite term, and you will have no further obligations to VEB2023 after this period.
s) Deposit or other financial security to be paid or guaranteed by the consumer at the request of the undertaking and the conditions thereof	VEB2023 does not require you to provide any securities.
t)-u) The operation and compatibility of goods containing digital elements, digital contents and services	Tickets shall be sent to the email address you provided as e-tickets or appear in the ECOC Application, which you will be able to store in the Apple/Google Wallet feature. The tickets shall be validated by the QR code placed on them.
v)-w) Out-of-court complaint handling, application for conciliation	For detailed information on the complaint handling methods available to you, please see Section Hiba! A hivatkozási forrás nem található..

IV. Registration, creating a customer account, the purchase process

After downloading, registration is required for using the ECOC Application. A user account ("**User Account**") can be created on the ECOC Website. Entering your name, email address and a password will be required to register. You may enter additional data in your User Account within the ECOC Application. The Application collects additional data during use to send you personalised recommendations. A User Account can be created after you read and agree to the [Privacy Policy](#).

In your User Account, you may register for or purchase tickets to Events organised directly by the Organiser or VEB2023. Please refer to the Customer Information document for a detailed description of the purchase process. The purchase of selected products/tickets will be completed by pressing the "Pay" button. The purchase may be cancelled at any time before pressing the "Pay" button without consequences. By clicking on the "Pay" button, the contract between you and VEB2023 is concluded, after which you may exercise your right of cancellation as set out in Section **Hiba! A hivatkozási forrás nem található..**

Payment can be made by the following methods:

1) Payment by credit card using the following payment services

SimplePay: you can pay for the tickets or products purchased by selecting the SimplePay option and entering your credit card details at the online checkout. Your credit card details will not be forwarded to VEB2023. For the security of the cardholder, SimplePay continuously monitors transactions to guarantee the security of the online payment process. The transaction steps are available for review at the link: <https://simplepay.hu/vasarloknak/>



- 2) PayPal online payment solution: You may find information about the details at <https://www.paypal.com/hu/home>.

After successful payment, you will receive your ticket by email, which will be available directly in your User Account. You will be able to participate in the event by presenting your ticket with the QR code to the Organiser or a person acting on behalf of the Organiser at the time of entry to the Event. The QR code/barcode on the purchased e-ticket will be electronically scanned by the Event venue's organiser and immediately invalidated. Admission will be based on the first validation. Thus, that first ticket will be valid, which the Organiser's access control system accepted for entry with the scanned barcode. Any further attempts to enter will be invalid and therefore ineffective, and the presenter may be refused entry regardless of whether the presenter of the invalid ticket is the person who originally purchased the e-ticket.

V. Right of cancellation and termination

- 1) Events taking place on a given date

Pursuant to Section 29 (1) I) of Government Decree No. 45/2014 (II. 26.), you may not exercise the right of cancellation or the right of termination if the ticket for the Event is valid for a specific date. In this case, VEB2023 will not be in the position to buy the ticket back or refund the ticket price (except in the case of the cancellation of the Event (Section **Hiba! A hivatkozási forrás nem található.**)).

- 2) Events open to continuous attendance

Should you have purchased a ticket that is not valid for a specific date only but for an Event that may be visited continuously (e.g., a museum or zoo ticket that may be used at any time up to a particular date etc.) and is subject to the consumer's right of cancellation and termination as regulated in Government Decree No. 45/2014 (II. 26.), you may exercise these rights as follows:

The right of cancellation and termination may be exercised within 14 days of the purchase in the cases detailed above, using the cancellation and termination declaration form attached in Annex no. 1 to these GTC or any other unambiguous declaration to that effect.

In addition to completing the form in Annex no. 1 to the GTC, you must include the code number on the e-ticket/voucher. You must also declare that the ticket has not been used. The ticket will be invalidated by VEB2023 based on your declaration, so it will not need to be returned.



3) Exercising the right of cancellation and termination

In case of your legal cancellation, VEB2023 will refund the total amount you have paid as consideration without delay but no later than fourteen days after becoming aware of your cancellation. VEB2023 will reimburse the refund amount using the payment method you used.

In case of a contract for the sale of a product, VEB2023 may withhold the amount due to the customer until you have returned the Product or have certified beyond doubt that you sent it back.

Further detailed information on the right of cancellation and termination is attached as Annex no. 2 to these GTC.

VI. Responsibilities of VEB2023

1. Should you register or purchase tickets for an Event not directly organised by VEB2023, then VEB2023 shall not qualify as the organiser or co-organiser of the Event, or a party actively involved in the organisation or running of the Event, thus VEB2023 excludes liability for any damages you may suffer as a result of the cancellation or improper organisation of the Event (including, for example, cancellation, rescheduling), nor shall it be liable for any damages you may suffer at the Event.
2. Should an Event not directly organised by VEB2023 be cancelled by the Organiser, VEB2023 shall do everything in its power to forward the information given by the Organisers to you but VEB2023 cannot be held responsible for the validity of the information made public by the Organiser of the Event. VEB2023 shall not be obliged to verify information it only transmits, stores, or makes available.
If for any reason, the Event is not held on the day in question, VEB2023 will issue a voucher to you corresponding to the gross price of the ticket, which you may use on any ticket sold by VEB2023. Other than the voucher of equal value to the ticket price, neither the Organiser nor VEB2023 shall be liable for any loss or expense, actual or assumed. Since the amenity fee charged by VEB2023 on sales does not belong to the ticket price, it will not be refunded in the event of a cancellation of the performance.
3. At the Events, the house rules and regulations of the respective Organiser shall prevail, and VEB2023 shall not be liable for them or any damage resulting from non-compliance with them, except for the Events organised by VEB2023. Audio and video recordings of the Events may be made at the Organiser's discretion. In such cases, the Organiser shall be the controller, and the information relating thereto shall be provided to you by the Organiser. VEB2023 shall not be liable for any damage you may suffer due to not being informed.
4. VEB2023 shall not be liable for any loss or abuse incurred during or because of payment by credit card.
5. Certain tickets only allow access to Events for specific categories of users (children, seniors, professional guests, etc.). VEB2023 shall not check their eligibility at the time of purchase. The Organiser shall be entitled to check whether the person presenting the ticket is entitled to use such a special ticket. Entry may be refused until the person presenting the ticket can prove that



he/she is entitled to its use. You will not be entitled to any compensation in the event of exclusion on such grounds.

If, because of war, riot, terrorist act, strike, accident, fire, blockade, flood, natural disaster, severe power failure or any other unforeseen and unavoidable obstacle beyond your or VEB2023's control, either party is unable to perform any of its contractual obligations, that party shall not be liable for any loss or damage arising out of such occurrences.

6. You have full responsibility for the username and password associated with your User Account and for all purchases and other activities that you make through your User Account. If you become aware of any unauthorised use of your data or any other security breach, you should immediately notify VEB2023. VEB2023 shall not be liable for any damages resulting from storing passwords or transferring user names and passwords to third parties.
7. It is your responsibility to ensure that the information you provide in your User Account is accurate. VEB2023 excludes its liability for any damage resulting from providing incorrect, erroneous or false data or email address during the purchase. VEB2023 shall be responsible for performance and issuing an invoice in accordance with the data you provide. You may check and modify your data at any time. VEB2023 has the right to delete data that is obviously incorrect or false and, in case of doubt, to verify your authenticity.
8. The ECOC Application and the ECOC Website sell tickets and other Products as a cloud-based service. VEB2023 shall not be liable for any damages resulting from an internet malfunction when using this service.

VII. Intellectual property rights

The ECOC Website and the ECOC Application as a whole and all elements thereof are protected by copyright. VEB2023 is the copyright owner or the authorised user of the content, copyrighted work or other intellectual creation (graphic design, trademark, the structure of the ECOC Website, the ECOC Application, the information available herein and the ticketing service itself as a software enabling cloud-based ticketing). In addition, the ECOC Website and the ECOC Application may contain other trademarks, graphics, texts or other copyrighted works of third parties. These markings and works may not be used, distributed or published in any way or manner by third parties without the express prior written consent of VEB2023 or the rightholders.



VIII. Legal Remedies

Certain remedies outlined in this section shall apply if you make your purchase as a natural person acting outside the scope of your profession, trade or business pursuant to Section 8:1 (1) (3) of Act V of 2013 on the Civil Code (hereinafter referred to as the "Civil Code").

You may submit your complaints in writing by letter/email to the addresses set out in Section I. Written complaints shall be investigated and replied to in the merits within 30 days of receipt. Should you disagree with our response, you may take your complaint to the competent consumer protection authority, conciliation board or court.

Should your complaint against VEB2023 not be resolved through negotiations with VEB2023, you have the following options for redress:

1) Complaint to the consumer protection authorities

If you believe that your consumer rights have been infringed upon, you have the right to lodge a complaint with the consumer protection authority competent at your place of residence. Once the complaint has been assessed, the authority will decide whether to initiate consumer protection proceedings.

Pursuant to Government Decree No. 378/2016 (XII. 2.) on the legal succession in connection with the review of certain central offices and back-office ministerial institutions operating as budgetary bodies and the takeover of certain public tasks, the National Consumer Protection Authority ceased to exist with a legal successor as of 31 December 2016. The Pest County Government Office has national territorial jurisdiction in second-instance cases. 197 districts have been assigned first-instance consumer protection responsibilities, so **as of 1 January 2017, consumers can address their complaints primarily to the district offices with territorial jurisdiction. Contact details are listed here: <http://jarasinfo.gov.hu/>.**

2) Recourse to a conciliation board: For amicable out-of-court settlement of consumer disputes concerning the quality, safety and application of the conformity rules and the conclusion and performance of contracts, you can bring the dispute before the competent conciliation board at the location where you live or stay, or you can apply to the conciliation board attached to the professional chamber having territorial jurisdiction on the basis of the registered seat of VEB2023. Under Section 2 (a) of Act CLV of 1997 on Consumer Protection, not only consumers as defined in the Civil Code may resort to the proceeding before the Conciliation board, but also NGOs, religious legal persons, housing associations, housing cooperatives, micro, small and medium-sized enterprises, which buy, order, receive, use or make use of goods or are the addressees of commercial communications or offers relating to goods, acting in the interests of purposes outside the sphere of their trade or business, as defined in a separate Act.

VEB2023 shall be obliged to participate in the proceedings of the Conciliation Boards. The sending of a reply may constitute cooperation in cases described in Section 29 (11) of Act CLV of 1997 on Consumer Protection.

Contact details of the Veszprém County Conciliation Board: <https://bekeltetesveszprem.hu/>



- 3) In the case of cross-border consumer disputes related to online sales contracts, consumers can settle their cross-border disputes related to online purchases electronically by submitting an electronic complaint through the online platform available at the following link:
<https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show>

In Hungary, the Budapest Conciliation Board (Budapesti Békéltető Testület, BBT) is entitled to act in cross-border disputes between consumers and traders related to online sales or service contracts.

- 4) Court procedure: Customers shall be entitled to enforce their claims arising from the consumer dispute before the courts in civil proceedings in accordance with the provisions of the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

In the case of users who are not consumers, as defined in Section 7 (1) (5) of Act CXXX of 2016 on the Code of Civil Procedure, the court of the place of establishment of VEB2023 shall have exclusive jurisdiction in all disputes arising from or relating to these General Terms and Conditions. The contracting parties shall make every effort to settle any disputes by negotiation. Should this not be possible, the contracting parties shall submit to the jurisdiction of the Veszprém District Court and the Veszprém Regional Court, depending on their respective jurisdiction. This clause shall not apply to litigation in which either the plaintiff or the defendant is a consumer.

IX. Other provisions

In matters not regulated by these GTC, the provisions of Hungarian law shall prevail. If the user has concluded the contract on the Hungarian language interface of the ECOC Website by accepting the Hungarian version of the GTC, the Hungarian version of the text shall prevail for the interpretation of the contract. If the user has entered into the contract on the English language interface of the ECOC Website by accepting the English version of the GTC, the English version shall prevail for the interpretation of the contract.

These GTC shall enter into force on 09/06/2023.

Annexes:

- Annex no. 1: Exercising the right of cancellation – Sample Declaration Form
- Annex no. 2: Detailed information on exercising of the right of cancellation
- Annex no. 3: Information on the warranty for material defects and product liability



Annex no. 1: Exercising the right of cancellation/termination – Template

*(Please complete and return only in case of your intent to cancel/terminate the contract **if you have purchased a ticket that is not valid for a specific date or if you have purchased goods other than tickets.**)*

Addressee: Veszprém-Balaton 2023 Zrt.

Óváros tér 26.

Veszprém

8200

Email: infopont@veb2023.hu

I/We, the undersigned, declare that I/we exercise my/our right of cancellation/termination with respect to the contract for the purchase of the following product(s) or the provision of the following service:

Date of conclusion of the contract/date of receipt:

Electronic ticket code number *(only if a ticket was purchased)*:

In full awareness of my criminal responsibility, I declare that I have not validated the ticket. *(Only if a ticket was purchased.)*

Your name:

Your address:

Your signature: (only in the case of a declaration on paper)

Dated



Annex no. 2

Cancellation/Termination Notice

1. Right of cancellation/termination

If you have purchased a ticket that is not valid for a specific date (e.g., museum tickets that may be used at any time, etc.) or if you have purchased a product other than a ticket (e.g., book, publication, merchandising products, etc.), you have the right to cancel the contract within 14 days without giving a reason. The cancellation/termination period for tickets expires 14 days after the date of the conclusion of the contract; and if you have purchased a product other than a ticket, it expires 14 days after the date when you or a third party appointed by you, other than the carrier, receives the product.

If you wish to exercise your right of cancellation/termination, please send an unambiguous statement of your intention to cancel/terminate (for example, by a letter sent by post, fax or email) to the address in Section **Hiba! A hivatkozási forrás nem található..** For this purpose, you may also use the Sample Cancellation/termination Form in Annex no. 1. You will have exercised your right of cancellation/termination within the time limit if you send your declaration on cancellation/termination before the expiry of the time limit indicated above.

Legal effects of cancellation/termination

If you cancel this contract, we will reimburse you immediately, but no later than 14 days after receipt of your notice of cancellation, for all the payment effected by you. We will use the same payment method as for the original transaction unless you expressly agree to a different payment method; you will not incur any additional costs as a result of using this method of reimbursement.

For a contract for the sale of a product, you must return or send back the Product without delay but no later than 14 days of notifying us of your cancellation. The deadline is deemed met if the product is sent before the expiry of the 14-day deadline. The refund may be withheld until receipt of the Product returned or your evidence of having dispatched it, whichever earlier. You shall bear the direct cost of returning the Product.

You can only be held liable for depreciation of the Product if it is due to use resulting in other than normal wear and tear.



Annex no. 3

Information on the warranty for material defects and product liability

1. Warranty for material defects

In which cases can you rely on your right to warranty for material defects?

You may make a claim under the warranty for material defects as set out in the Civil Code in case the Service Provider defaults in performance.

What rights can you enforce based on your claim under the warranty for material defects?

You may make the following claims under the warranty for material defects at your discretion:

You may request that the Product be repaired or replaced, except if it is impossible or would entail an onerous surplus cost for VEB2023 compared to fulfilling other claims. If you did not or could not request a repair or replacement, you may claim a pro rata reduction of the price paid or repair the defect yourself or have it repaired at the cost of the VEB2023, or - ultimately – cancel the contract. You may switch from your right under the warranty for material defects to another but you shall bear the cost of such switch, unless it was justified or done for a reason due to our business.

What is the deadline for making claims under the warranty for material defects?

You shall give notice of the defect immediately after becoming aware of it but no later than within two months of becoming aware of the defect. Please note, however, that you may not enforce any rights under the warranty for material defects after a limitation period of two years from the date when the contract was performed.

To whom can you make a claim under the warranty for material defects?

You may make claims under the warranty for material defects to VEB2023.

What other conditions are there for enforcing claims under the warranty for material defects?

Other than giving notice of the defect, there are no other conditions for making claims under the warranty for material defects within six months of performance, provided you certify that the Product or service was provided by VEB2023. On the other hand, if six months have elapsed since the performance, it will be up to you to prove that the defect detected by you existed already at the time of performance.

2. Product liability

In which cases can you rely on your right to product liability?

If the Product is defective, you can choose to make a claim under either the warranty for material defects or the product liability.



What rights can you enforce under a product liability claim?

Under a product liability claim, you may only request to have the defective Product repaired or replaced.

When can a product be deemed defective?

The Product is deemed defective if it fails to comply with the quality requirements in effect at the time it is released into circulation, or if it does not have the features included in the product description provided by the manufacturer.

What is the deadline for making product liability claims?

You may make product liability claims within two years of the date when the product is released into circulation by the manufacturer. Your right will lapse after this deadline.

To whom can you make a claim and what other conditions are there for making a product liability claim?

You may make product liability claims only to the manufacturer or distributor of movables. In case of making a claim under product liability, you will have to prove that the Product was defective.

When can the manufacturer (distributor) be released from product liability?

The manufacturer (distributor) shall be released from product liability only if it is able to prove that:

- it did not manufacture or distribute the Product in the framework of its business activities, or
- the defect was unrecognisable using the technology available at the time of releasing the product into circulation, or
- the Product defect arises out of the application of legislation or a statutory requirement.

In order to be released, it is sufficient for the manufacturer (distributor) to prove only one of the above reasons.

Please note that you may not make parallel claims under the warranty for material defects and for product liability on account of the same defect. However, if you successfully make a claim under product liability, you may make claims under the warranty for material defects against the manufacturer in respect of the replaced product or repaired component.