

# General Terms and Conditions of www.humicin.hu (GTC –Closed: 1 July 2016)

## Contents

1. Introduction .....	3
2. Definitions .....	3
3. General information .....	4
4. General information on the contracts made between the Operator and the Consumer .....	7
5. Purpose and scope of the general terms and conditions .....	8
6. The range of available Products in general .....	10
7. The categories of available Products .....	11
8. General rules of ordering from the Website .....	14
9. The general process of ordering .....	15
10. Deviation from the general process of ordering .....	17
a. Deviation from the general process of ordering – Unique product .....	18
b. Deviation from the general process of ordering – Regular customer .....	19
c. Deviation from the general process of ordering – Product out of stock .....	19
d. Deviation from the general process of ordering – Cash on delivery purchase .....	19
e. Deviation from the general process of ordering – Advance transfer .....	20
11. Registration and login to the Website .....	20
12. Performance .....	21
13. Process of complaint management .....	21
14. Right of withdrawal (termination) .....	23
a. About Consumer's right of withdrawal and termination .....	23
b. Legal effects of withdrawal .....	24
c. Consumer shall not bear the following costs in case of exercising its right of withdrawal in accordance with Section 20 of Government Decree No. 45/2014. (II.26.) (Section 27 of Government Decree No.45/2014. (II.26.)) .....	25
d. Exceptions to Consumer's right of withdrawal (without cause) .....	26
e. Effect of Consumer's right to withdrawal on the additional contracts.....	27
15. Guarantee .....	28
16. Warranty – Implied warranty: Information based on Government Decree No. 45/2014. (II. 26.) .....	29
17. Warranty – Product warranty .....	30
18. Procedure in case of warranty claims .....	31
19. Applicable legislation .....	31
20. Miscellaneous provisions .....	32
Annex I: Information on the right of withdrawal/termination .....	33
Annex II: Withdrawal form sample .....	35
Annex III: APPLICATION for conducting an Arbitration Board procedure .....	36

## 1. Introduction

1. The Operator of www.humicin.hu website (hereinafter referred to as: Humicin Webshop), Adrienn Gombás sole proprietor hereby draws the attention of every visitor to the fact that if they wish to continue to use the Website or to be the consumer of the Website operator through the Website,

- they shall read carefully
  - the current General Terms and Conditions (hereinafter referred to as: GTC), and
  - the Data Security and Management Regulation,
- and continue to use the Website, and
- use/order the services and/or products of the Website Operator available through the Website exclusively if they agree to and accept to be bound by every section of the GTC, and they have understood the Data Security and Management Regulation.

2. With regard to the fact that in accordance with Section 6:78 (1) of the current Civil Code, the General Terms and Conditions shall become the part of the contract if its applier made it possible for the other Party to become aware of its content prior to the execution of the contract, and if it has been accepted by the other Party, the Website Operator declares that it draws the attention of its potential customers to the fact that the current General Terms and Conditions are available on the [www.humicin.hu](http://www.humicin.hu) website.

3. By the continued use of the Website, especially by registration to the Website or placing orders through the Website, Customer states to have become familiar with, understood and agreed to the current General Terms and Conditions, and agreed to be bound thereby.

## **2. Definitions**

1. The terms and expressions used in the current General Terms and Conditions shall be defined as follows:

2. Operator or Enterprise

a) name: Adrienn Gombás, sole proprietor

b) registered office: 2000 Szentendre, Rétifű u. 1.

c) registration number: 26034895

d) tax number: 60998493-1-33

e) telephone number: +36-30-373-33-00

f) fax number: -

g) bank holding the account: Budapest Bank Plc.

h) bank account number: 10103874-07289300-01003001

i) email address: [info@humicin.hu](mailto:info@humicin.hu)

j) website address: [www.humicin.hu](http://www.humicin.hu)

k) membership in a chamber: Chamber of Commerce and Industry

l) name of the registering court or authority: Central Office for Administrative and Electronic Public Services

m) name and registered office of the hosting service provider: Galocaffe Kft., registered office: 6000 Kecskemét, Magyar utca 27-31. 2. em. 14.

3. Consumer or Customer: the subject of the current General Terms and Conditions who shall be

a) a natural person registered on the Website, and/or

b) a natural person ordering products and/or services through the Website.

4. Parties: shall mutually refer to the Operator and the Consumer.

5. Product: every moveable property that can be ordered by the Customer through the Website.

6. Website: [www.humicin.hu](http://www.humicin.hu) website and all of its subpages,

a) including its platform facilitating the registration and login of the Customer to the Website, or

b) on which the Customer can be informed about the products and/or services, can place an order thereon by adding them to its virtual cart, or

c) on which the orders can be modified, cancelled,

d) and which are operated by the Operator through the hosting service provider.

## **3. General information**

1. Operator draws the attention of the Website visitors and the Customers to the fact that in compliance with Act CXII of 2011, Operator shall be regarded as controller and Consumer as a person concerned; therefore the Data Security and Management Regulation shall be interpreted accordingly.

2. Operator draws attention to the fact that

a) in accordance with Section 4 (15) of Government Decree No. 45/2014. (II.26.) on the Detailed Rules of Contracts Concluded between Consumers and Business Operations and Section 8:1 1 (4) of the current Act V of 2013 (on the Civil Code), it qualifies as a person acting in its trade, self-employment or business activity, briefly as an enterprise, and also to the fact that

b) in accordance with Section 2 (k) of Act CVIII of 2001 (on Electronic Commerce) it also qualifies as a provider as it provides an information society service.

3. Operator also notes that

a) in accordance with Section 4 (2) of Government Decree No. 45/2014. (II.26.) on the Detailed Rules of Contracts Concluded between Consumers and Business Operations and Section 8:1 1 (3) of the current Act V of 2013 (on the Civil Code), Consumer qualifies as a natural person acting outside its trade, self-employment or business activity, and also to the fact that

b) in accordance with Section 2 (v) of Act CVIII of 2001 (on Electronic Commerce) it also qualifies as a Consumer who is a natural person acting for purposes outside its self-employment and economic activity.

4. Operator fulfills its obligation to provide information set forth in Section 11 (1) of Government Decree No. 5/2014. (II.26.) – in accordance with the requirements of clarity, accuracy and comprehensibility as follows:

a) Consumer is appropriately informed about the essential characteristics of the contract Product – taking also into consideration the data carrier serving this purpose – by clicking on the specific Products and product categories found on the Website.

b) The postal address of the place of Operator's business activity is the same as the registered office of the enterprise. Consumer may address its complaints to the aforementioned address to the Operator.

c) Consumer is informed in advance about the total amount of the consideration of the contract Product plus taxes on the electronic platform determined in Section 4.a).

d) Consumer is automatically informed about the costs incurred apart from the amount of the consideration – expressed in Hungarian Forint – particularly about the delivery costs or postal costs, during the purchase process – prior to placing the order – at the payment/checkout phase.

e) In order to conclude the contract, Parties use electronic connection established by computers; Operator shall not charge any fees for its provision, the accessibility of the Website, the use of the Website for obtaining information and purchasing, however, the Website visitors and Consumers shall bear the costs of their own equipment and data transfer connection necessary for access.

f) In case of phone calls, Operator does not provide calls at a reduced fee or free calls.

g) The security level of the Website and the information system is adequate, their use shall not constitute a serious risk but Consumer shall make the following precautionary measures:

i. it shall use software protecting against viruses and external unauthorized intrusion with updated database,

ii. it shall install the updates of the operating system. Upon purchasing on the Website, the Customer is supposed to be aware of the technological and technical limits of the Internet, and to accept the possible errors connected with technology.

h) Operator shall not bear any liability for any damages occurring as a result of joining the Website. Customer shall be responsible for the protection of its computer and the data stored thereon.

- i) According to Section 20 of Government Decree No. 45/2014. (II.26.), Consumer shall be entitled to the right of withdrawal and termination after the conclusion of the contract within a deadline determined therein; Operator shall provide information about such deadline and other terms and conditions (particularly those set forth in Section 22 of Government Decree No. 45/2014. (II.26.)), and the withdrawal form sample determined in Annex 2 of this Decree, based on information sections no. 1 and 2 on samples of this Decree which shall be regarded as annexes of the current GTC.
- j) In case of exercising Consumer's right to withdrawal and termination set forth in Section 20 of Government Decree No. 45/2014. (II.26.), the costs of returning the Product shall be borne by the Consumer; Operator does not take responsibility for covering such costs.
- k) According to Section 26 of Government Decree No. 45/2014. (II.26.), Consumer shall reimburse Operator's reasonable costs if in cases determined in Section 13 or 19 of this Decree, Consumer exercises its right to withdrawal or termination with no cause set forth in Section 20 after the performance has commenced.
- l) Consumer shall not be entitled to the right of withdrawal or termination determined in Section 20 of Government Decree No. 45/2014 (II.26.) in cases set forth in Section 20 (2) of this Government Decree, and particularly in cases listed in the Exceptions to Consumer's Right of Withdrawal section of this GTC.
- m) With regard to Section 11 (5) of Government Decree No. 45/2014. (II.26.), Operator shall provide information on the legal obligations – included in Annex 3 of this Decree – in relation to the implied and product warranty in terms of the contracts concluded between the Parties and falling within the scope of Government Decree No. 45/2014 (II.26.), in separate sections of this GTC.
- n) Operator shall provide information on the after-sale customer service and other services, and the terms and conditions of guarantee in this GTC.
- o) The Code of Conduct based on the Act of Prohibition of Unfair Commercial Practices against Consumers is not available.
- p) The shortest contractual term of Consumer's obligations shall equal to the receipt in terms of notification on damage and/or deficiency, and to 1 day in terms of return (this shall be subject to immediacy, with particular regard to Section 24 (1) of Government Decree No. 45/2014. (II. 26.)).
- q) Consumer shall not provide Operator with deposit or any other financial collateral.
- r) The digital data content cooperates with the hardware and the software in such a way that the created Website operates with every operating system regardless of the browser.
- s) Operator applies electronic message exchange as a form of complaint management; in case of its failure – where it is deemed necessary – complaint management based on personal contact is applied.  
Otherwise, the Process of Complaint Management section of this GTC shall be applied.
- t) In case of consumer disputes, Consumer shall submit applications to the county arbitration board that is competent based on Consumer's place of residence.  
Operator hereby draws the attention of Consumers to the fact that the contact details of arbitration boards can be found on <http://www.bekeltetes.hu/index.php?id=testuletek> website, and the application forms an annex to this GTC.

#### **4. General information on the contracts made between the Operator and the Consumer**

1. The primary purpose of operating the Website is to make a sale and purchase agreement in accordance with Section 6:215 (1) of the Civil Code between the Operator as seller and the Consumer as buyer.
2. Parties make specific sale and purchase agreements on the Products through the Website; the agreements are concluded when Operator accepts the offer (order) made by Consumer based on the information provided by Operator.
3. According to Section 6:58 of the Civil Code, the agreement shall be regarded as Parties' mutual and consistent legal declaration which results in an obligation to perform the service and entitlement to demand the service.
4. According to Section 6:63 (2) of the Civil Code, Parties shall agree on essential questions and on questions deemed essential by either Party in order to conclude the agreement.
5. This GTC includes the agreement on questions deemed essential by the Operator as seller based on the current legislation, which shall be accepted by Consumer as such.
6. The specific sale and purchase agreements shall be made for a definite term, that is for the provision of the title of Products ordered by the Consumer and for the contractual financial performance, not including the deadlines resulting from Operator's non-performance, late or defective performance, breach of agreement, and deadlines for Consumer's claim enforcement.
7. The term of the agreement shall not become indefinite.
8. Operator decided unilaterally and in advance on the General Terms and Conditions to make several agreements between non-present parties without their contribution; Parties have not discussed individually such terms and conditions.
9. With adequate, efficient and available technological devices, Operator shall guarantee and guarantees for the Consumer to be able to identify and fix the data transfer errors prior to electronically sending its order.  
In the lack of such opportunity, Consumer's order shall not qualify as contractual declaration with reference to Section 6 (1) of Act CVIII of 2001.

#### **5. Purpose and scope of the General Terms and Conditions**

1. With reference to Section 4.2, purchases through the Website shall be made by electronically placed orders and their written confirmation. The order and the confirmation shall be filed and archived in accordance with the relevant Data Security and Management Regulation so that they can be subsequently retraced.
2. Consequently, in case of purchasing through the Website, generally a distance contract is made which is established without the simultaneous physical presence of the Parties within the framework of the distance selling system for the provision of the contract Product in such a way that Parties use only such devices that enhance communication between distant Parties, i.e. suitable for making contractual declarations – in order to conclude the contract - in the absence of Parties.
3. In terms of purchase through the Website, such device facilitating communication between distant Parties shall be electronic, Internet-based connection, and devices providing Internet access.
4. Orders made electronically through the Website and their confirmation, acceptance shall qualify as written contracts which are concluded between the Parties with the content in accordance with the provisions of this GTC.
5. Consequently, based on Section 4, the purpose and scope of the current General Terms and Conditions are the recording of the terms and conditions of the contract made between the Parties upon the purchase through the Website and the regulation

of the legal relationship with regard to the relevant legislation, particularly to Consumer's interests and rights arising from the legislation.

6. If the current General Terms and Conditions are observed during the order, and the individual sale and purchase agreement is made, Consumer's obligation to pay and Operator's obligation to deliver the ordered Product(s) by the deadline based on the contract arise.

7. Scope of the General Terms and Conditions:

a) The General Terms and Conditions shall form inseparable part of every aforementioned sales and purchase agreement on the Products, and therefore their scope covers every agreement made between the Operator as seller and the Consumer as buyer for the sale and purchase of the Products, except if Parties expressly deviate from the General Terms and Conditions by their mutual will.

b) The General Terms and Conditions also include the rules in connection with the order, confirmation (purchase) and performance made through the Website operated by the Operator, and with the operation of the Website, the guarantee, implied and product warranty, and also Operator's and Consumer's rights and obligations, and other contents included in the legislation.

8. Temporal scope of the General Terms and Conditions:

a) Present General Terms and Conditions shall be in effect from 1 July 2016 and remain in force until withdrawn.

9. The personal scope of the General Terms and Conditions shall cover the Operator and the Consumer.

10. Operator shall be entitled to unilaterally modify the General Terms and Conditions. Operator shall publish the modifications on the Website 30 days before their entering into force.

## **6. The range of available Products in general**

1. The range of Products that can be ordered and purchased by the Consumer,

a. their essential characteristics,

b. the miniature pictures of specific Products,

c. their short specifications,

d. the relevant guarantee period and its basis (contractual guarantee taken by the Operator or guarantee set forth in legislation),

e. delivery deadline in relation to the Products (if it is different from the general delivery deadline determined in this GTC), and

f. the content of Section 4 a, c, d of Chapter 3

can be found on the Website.

2. Bigger pictures of the specific Products, their detailed specifications, stock availability and other data determined in Section 1 of Chapter 6 can be viewed on the individual product sheet by clicking on the picture of the specific Product.

3. Operator draws the attention to the fact that the displayed Product pictures may differ from reality and they serve exclusively as illustrations.

Operator shall not bear any responsibility for the difference between the picture displayed on the Website and the real appearance of the Product.

4. The Product specification may contain the size and material composition of the given Product if such information is relevant to the order or use.

5. The displayed Product prices are expressed in Hungarian Forint, include the VAT set forth in the legislation, but do not include the delivery costs which can be seen on the Website in a separate section prior to the order at the payment/checkout phase, expressed in Forint.

6. If extra costs for packaging or other costs may be charged in relation to the Product, it can be seen on the Website in a separate section prior to the order at the payment/checkout phase, expressed in Forint.

7. The prices, including the packaging, delivery and other costs that increase the payable total amount, shall be regarded as annexes of the current General Terms and Conditions.

8. Operator reserves the right to modify the Product prices and other fees providing that the modification comes into effect simultaneously with its publishing on the Website. The modification shall not affect the total payable amount containing every cost in relation to the already ordered Products.

9. If a reduced price is introduced, Operator shall inform the Website visitors and Consumers in detail about the exact content of the special offer and its precise period.

10. Every Product distributed by the Operator has a Hungarian description and if necessary, directions for use which shall be provided by the Operator to the Consumer upon the delivery of the Product if it is not available earlier on the Website.

11. The Products can be purchased exclusively online, within the framework of an online mail order service available through the Website; there is no opportunity for personal purchase with regard to the fact that Operator does not operate a customer contact point facilitating personal Product purchase or personal receipt of the purchased Products. Operator's Partner performing contractual delivery may operate a point of receipt or branch where the ordered Product can be received but the Partner responsible for delivery informs Consumer thereabout.

## **7. The categories of available Products**

1. Operator categorizes the Products in order to fully inform the Consumers, based on the rights and obligations set forth in the legislation as follows, but also notes that Products in certain categories may not be available on the Website.

2. Operator draws Consumers' attention to the following:

a. The Products are dietary supplements that do not substitute balanced, mixed diet and a healthy way of life.

b. The box/packaging contains the name of nutrient categories or ingredients of the Products or reference to the type of nutrients or ingredients. Please, do not exceed the amount recommended for the daily consumption of the preparation.

c. Before using the Products, read carefully the information on the box/packaging, with particular attention to warnings.

d. Consumers shall use the available Products under their own responsibility.

e. The Products shall be kept in dry, cool places and out of children's reach.

f. The information written on the box/packaging and/or data sheet of the Products is informative and cannot replace medical and expert opinion. The effect of the marketed Products is based on studies and experience, they do not replace medical therapy and the proper use of medical preparations.

3. Products with guarantee liability: Certain product groups – generally Products with purchase price exceeding HUF 10,000 – are subject to one-year compulsory guarantee (commonly known as warranty) in accordance with the legislation; this is hugely beneficial for the Consumers. It means that during the one-year period after the purchase, in case of defect, the seller shall be obliged to prove that the reason therefor occurred after the performance. If seller fails to do so, it shall guarantee indemnity for the defective performance. Government Decree No. 151/2003. (IX. 22.) on Products with Guarantee Liability can be viewed [here](#).

4. Products without guarantee liability: Products with purchase price equal to or less than HUF 10,000 shall not be subject to compulsory guarantee – in accordance with the legislation –, however, the Operator, manufacturer or supplier may provide voluntary guarantee, and Consumer shall be entitled to implied warranty rights; the content thereof shall be governed in detail by the current GTC.

5. Unique Products: It refers to a Product that has not been pre-manufactured, but made based on Consumer's instructions or at its expressed request or a Product that has clearly been tailored to the Consumer. In case of purchasing Products belonging to this category, it shall be noted that based on the legislation, Consumer shall not be entitled to the right of withdrawal with no cause; Operator shall preliminarily draw Consumers' attention to such fact, and it performs such obligation hereby and also on the Website.

6. Hygiene Products in closed packaging: In case of purchasing Products belonging to this category, it shall be noted that based on the legislation, Consumer shall not be entitled to the right of withdrawal with no cause; seller shall preliminarily draw buyers' attention to such fact. However, hygiene Products shall not be subject to the right of withdrawal only if Consumer has opened the closed packaging protecting the Product.

7. Health protection Products in closed packaging: This category includes Products in closed packaging that cannot be returned after opening following their receipt for health protection reasons; seller shall preliminarily draw buyers' attention to such fact. The dietary supplement preparations sold by the Operator also belong to this category, therefore the right of withdrawal in relation thereto may be exercised if the Consumer has not opened the closed packaging.

8. Products with short expiry date: this category includes perishable Products or Products with short expiry date. In case of purchasing such Products, it shall be noted that based on the legislation, Consumer shall not be entitled to the right of withdrawal with no cause; Operator shall preliminarily draw Consumers' attention to such fact; Operator shall perform such obligations also in accordance with the current GTC.

9. Digital Products: Consumer shall not exercise its right of termination in terms of digital data content not supplied on tangible medium if the Operator has commenced performance with the expressed and preliminary consent of the Consumer, and simultaneously with this consent, Consumer has acknowledged the fact of losing its right to termination after the performance has commenced.

10. Services connected to leisure activities (e.g. theatre ticket): Consumer shall not exercise its right of withdrawal in terms of contracts made on services connected to leisure activities if a fixed performance date or deadline has been determined in the contract.

11. Provision of service (including the available additional services or coupons): Consumer shall not exercise its right of termination in case of a contract made on the provision of the service after the whole service has been performed if the Operator has commenced the performance with the expressed and preliminary consent of the Consumer, and Consumer has acknowledged the fact of losing its right to termination after the whole service has been performed.

## **8. General rules of ordering from the Website**

1. General and major steps of Ordering:

- a) electronic selection of the Product available on the Website (by clicking);
- b) setting the quantity;
- c) acceptance of the GTC and the Data Security and Data Management Regulation;



- d) confirmation of the order (its electronic sending to the Operator);
  - e) financial performance on the part of the Consumer.
2. Operator shall immediately confirm the arrival of Consumer's order electronically to Consumer. If such confirmation does not arrive to Consumer within a reasonable time depending on the type of the service but within 48 hours the latest, Consumer shall be exempt from offer validity or the contractual obligations (Section 6 (2) of Act CVIII of 2001).
  3. After the placed order, Operator's system firstly sends an automatic message to the Consumer about the sending of the order which shall not be regarded as confirmation.
  4. Orders are processed on business days, from Monday to Friday from 9.00 a.m. to 5 p.m. The process of the orders placed after this time, on Saturday, on Sunday or on public holidays shall be commenced on the next business day. The orders made until 2 p.m. are packed and handed over to the Partner responsible for delivery on that day. With regard to the fact that Operator does not process the orders automatically, confirmation is not made automatically either. Therefore, that undesirable incident may occur that Consumer's order is confirmed later than 48 hours. In such cases, Consumer shall be exempt from offer validity, and if it does not need the ordered Product anymore, the purchase price and other fees paid by the Consumer shall be fully refunded.
  5. Operator sends a notification that is formally separate from the automatic informative message to the Consumer, containing the receipt and acceptance of the order, the commencement of performance, and the expected delivery deadline; such notification shall qualify as confirmation.
  6. Operator reserves the right to
    - a) refuse (cancel) the order, or
    - b) partially or entirely refuse already confirmed orders. The refusal of partial performance shall be made exclusively after it has been agreed with the Consumer.
  7. The order or its confirmation shall be received by the Operator or the Consumer when it is accessible by them (Section 6 (3) of Act CVIII of 2001).
  8. Consumer shall be solely responsible for providing the exact delivery data.
  9. Operator reserves the right to check the authenticity of the data provided during Consumer's order, and if the authenticity of such data is doubtful, questionable or incomprehensible, Operator reserves the right to refuse (cancel) the order, and/or contact the Consumer on the provided contact details – in accordance with the Data Security and Data Management Regulation – to consult about the data.
  10. Operator shall not be liable for the damages resulting from inaccurate data.
  11. Operator has the ordered Product(s) delivered by a contracted courier service or postal service to the address determined by the Consumer, within 1-4 business days within the territory of Hungary. The Products are delivered on business days, mostly between 8 a.m. and 5 p.m. Consumer shall be informed about the exact date of delivery by the assigned representative of the contracted courier service or the post office.
  12. Operator forwards the data of the Consumer as a person concerned – strictly in accordance with the provisions of the Data Security and Data Management Regulation – to the contracted courier service or the post office.

## **9. The general process of ordering**

1. Consumer may start purchasing without registration if it places the selected Product(s) to its virtual cart (by clicking) in the desired quantity.

2. During the process of ordering, Consumer may – by its own choice – create a user account which stores its personal data provided during the order. The creation of a user account facilitates the repeated purchase on the Website; in case of login to the account, the Consumer shall not enter its personal data again.
3. Customer shall be entitled to check the content of the virtual cart anytime by clicking on the relevant icon or link.
4. If Consumer wishes to place additional Products in its cart, it shall continue to add Products to the cart in the usual way.
5. If Consumer wishes to modify the Product quantity, it shall enter the desired quantity, and the system recalculates the total payable amount containing every cost.
6. If Consumer wishes to remove a Product added to the cart, it shall click on the icon or link facilitating removal.
7. If Consumer does not wish to add more Products to the cart, it may check
  - a. the Products and additional services placed in its virtual cart;
  - b. their individual and total purchase price including the VAT;
  - c. the other relevant fees (e.g. delivery, packaging);
  - d. the current General Terms and Conditions and
  - e. the current Data Security and Data Management Regulation.
8. Consumer may place orders as a Website visitor or a user registered on the Website.
9. If Consumer does not wish to register on the Website, and it has not created a user account before, it may continue to place the order as a guest.
10. If Consumer is already a registered user on the Website, and chooses login before or during the order, it can log into the Website with the identifier and relating password provided at the registration, and can use its data entered earlier during the order.
11. Whichever way the Consumer chooses, it shall provide the Operator with the data set forth in the Data Security and Data Management Regulation that are necessary for the contractual performance of the order on the part of the Operator, particularly those data which are needed to issue the invoice and to deliver the Product (billing and delivery data, contact details).
12. If Consumer does not wish to modify the content of its cart, has read, understood and accepted (whichever needs to be marked) the current General Terms and Conditions and the current Data Security and Data Management Regulation, the order shall be confirmed by clicking.
13. Upon confirmation of the order, Consumer shall arrive at the payment/checkout phase where the payment site of the bank is opened, and Consumer shall pay electronically the total payable amount containing every previously approved cost thereon.
14. Operator shall process and forward the bank card data (including credit card data) provided in this phase to the bank (if it is technically necessary) based on the Data Security and Data Management Regulation.
15. Operator shall automatically inform the Consumer about the receipt of the order in the way determined in the current GTC, process the order as set forth in the GTC, and take the necessary steps (e.g. confirmation).
16. The bank shall inform the Consumer about the payment performance or failure on the opened site and in other ways.
17. Regardless of the ordering process, Consumer shall check the Product immediately upon delivery in the presence of the courier, and request the drawing up of a protocol on the possible damage on the Product or the packaging and/or

deficiency, and shall not be obliged to receive the parcel in case of damage and/or deficiency. Operator does not accept subsequent complaints without a protocol.

#### **10. Deviation from the general process of ordering**

1. In certain cases, for example in case of a certain Product or Product category or specific Consumers or given Consumer groups or delivery or payment method, Operator may deviate from the aforementioned general steps of ordering, and shall inform Consumer about such deviation through the Website during the order.

2. Operator may deviate from the general process of ordering determined above in the following cases:

a. in case of a Product that has not been pre-manufactured, but made based on Consumer's instructions or at its expressed request or a Product that has clearly been tailored to the Consumer (unique Product);

b. if the Consumer is a regular customer;

c. if an out-of-stock Product is ordered;

d. in case of cash on delivery orders;

e. in case of advance transfer;

f. in other cases.

3. In such cases, the payment of the total payable amount containing every cost may not be performed in the aforementioned way, or the order shall be confirmed in other ways determined on the Website, or other steps shall be taken.

##### **a. Deviation from the general process of ordering – unique Product**

1. If a Product has been made based on Consumer's instructions or at its expressed request or a Product has been tailored to the Consumer, the Operator may deviate from the general process of ordering.

2. In case of the purchase of a unique Product, the general process of ordering ends by the confirmation determined in Section 1.d of Chapter 8; the Operator receives and processes the provided data.

3. During the data processing, Operator may contact the Consumer on its contact details based on the provisions of the current Data Security and Data Management Regulation if it is absolutely necessary in order to

a. clarify the order, and let Consumer give a detailed description of its needs to the Operator;

b. agree on the payment method and scheduling.

4. When Operator and Consumer have agreed on every detail, Operator shall confirm the order, and the performance shall be commenced on the part of both the Operator and the Consumer, in accordance with the payment method and scheduling in the case of the latter Party.

##### **b. Deviation from the general process of ordering – regular customer**

1. If the Consumer is a regular customer, based on Operator's decision, Consumer may be entitled to finish the general process of ordering by the confirmation determined in Section 1.d of Chapter 8, and to perform its financial obligations by cash on delivery or advance transfer instead of the standard payment method.

2. The rules of cash on delivery purchase and advance transfer shall form part of the current GTC.

##### **c. Deviation from the general process of ordering – Product out of stock**

1. If Consumer wishes to order a Product that is out of stock at the moment of ordering, based on Operator's decision, the general process of ordering may finish by the confirmation determined in Section 1.d of Chapter 8, and Consumer shall perform its financial obligation in the way and by the deadline set forth in the confirmation following the process of the order, or Consumer may perform its financial obligation

by cash on delivery payment or advance transfer instead of the standard payment method.

**d. Deviation from the general process of ordering – cash on delivery purchase**

1. In case of Products determined on the Website, in certain cases or for specific Consumers or Consumer groups, Operator may make it possible for the Consumer to purchase the Product with cash on delivery payment.
2. In case of cash on delivery purchase, the general process of ordering ends by the confirmation determined in Section 1.d of Chapter 8; the Operator receives and processes the provided data.
3. In case of confirmed cash on delivery order, the Operator has the Product delivered by a contracted courier service or postal service to the delivery address provided by the Consumer.
4. The Product shall exclusively be received if the Consumer settles its consideration – in exchange for the acknowledgement of receipt – to the person assigned by the courier or postal service.
5. In such case the acknowledgement shall be kept together with the invoice.

**e. Deviation from the general process of ordering – advance transfer**

1. In case of Products determined on the Website, in certain cases or for specific Consumers or Consumer groups, Operator may make it possible for the Consumer to purchase the Product with advance transfer.
2. In case of a purchase with advance transfer, the general process of ordering ends by the confirmation determined in Section 1.d of Chapter 8; the Operator receives and processes the provided data.
3. During a confirmed purchase with advance transfer, the Consumer is informed about the payment terms and conditions in the notification sent as confirmation.
4. The confirming notification shall contain at least the following:
  - a. Consumer's delivery and billing address;
  - b. order identifier;
  - c. ordered Products and their prices;
  - d. total payable amount containing every cost;
  - e. Operator's bank account number.
5. After the total amount containing every cost has been paid to the bank account, the Operator has the already paid Products delivered by a contracted courier service or postal service to the delivery address provided by the Consumer. Consumer receives the invoice of the paid Products concurrently with the Products.

**11. Registration and login to the Website**

1. Consumer may choose to register on the Website anytime during the ordering process without losing the Products already added to its virtual cart and other settings.
2. During the registration to the Website, Consumer provides Operator with its data determined in the Data Security and Data Management Regulation with the following purposes: data recording; provision of rights, discounts and access of Consumer, and their enforcement and check; facilitating Product order; and communication.
3. If Consumer registers on the Website, it shall enter an identifier and a password during the creation of the user account; such identifier and password shall properly identify Consumer later on.
4. It is recommended that the password should contain at least 8, but not more than 16 characters, both lower case and capital letters, numbers and special characters.
5. It is not recommended to use a password that can be easily guessed or is connected to Consumer's personality. If Consumer forgets its user password,

Operator sends a randomly generated login password that can be used only once to the electronic correspondence address provided at registration, and by using it Consumer can enter a new password instead of the one forgotten. Operator stores the passwords in inaccessible, encrypted forms, therefore it cannot decrypt and provide the original passwords to the Consumers.

6. Upon registration, Consumer acknowledges the current GTC and the Data Security and Data Management Regulation.

7. Consumer may log into the Website on the platform suitable for this purpose with the identifier and relating password provided during the registration, and use its previously provided data during the ordering, or change them.

## **12. Performance**

1. According to Section 6:220 (1) of the current Civil Code, Operator – as stated above – shall make the Product(s) available to Consumer immediately after the conclusion of the agreement but not later than 30 days.

## **13. Process of complaint management**

2. The Website aims at performing every order in appropriate quality, quantity and to the full satisfaction of the Consumer. If the Consumer has any complaints in connection with the agreement or its performance, it shall forward such complaint via the aforementioned email address or by post.

3. Operator shall immediately examine oral complaints, and rectify them as necessary. If the Consumer does not agree with the way of complaint management, Operator shall immediately draw up a protocol on the complaint and its viewpoint with regard thereto, and hand over its copy to the Consumer.

4. If the complaint cannot be examined immediately, Operator shall draw up a protocol thereon, and hand over its copy to the Consumer.

5. Operator shall respond to the written complaint in writing within 14 days.

6. Operator shall justify its viewpoint refusing the complaint. The copy of the reply shall be kept for 3 years, and presented to the control authorities at request.

7. Consumer may also submit its complaint to the Hungarian Authority for Consumer Protection:

Hungarian Authority for Consumer Protection

Address: 1088 Budapest, József krt. 6.

Address for correspondence: 1428 Budapest, PF: 20.

GPS coordinates: X 19,071 Y 47,496

Central telephone number: +36-1-459-4800

Fax number: +36 1 210 4677

Email address: [nfh@nfh.hu](mailto:nfh@nfh.hu)

8. Operator attempts to settle the possible legal disputes primarily out of court.

9. Court procedure. According to the provisions of Act V of 2013 on the Civil Code and Act III of 1952 on the Code of Civil Procedure, Consumer shall be entitled to enforce its claims arising from consumer dispute before the court by means of civil proceedings.

10. Customer can get information about the jurisdiction and competence of courts on the [www.birosag.hu](http://www.birosag.hu) website.

## **14. Right of withdrawal (termination)**

### **a. About Consumer's right of withdrawal and termination**

1. According to Section 20 of Government Decree No. 45/2014. (II.26) and with regard to Section 11 (1) j.) and (4), Operator hereby informs Consumer as contracting Party about the fact that Consumer shall be entitled to withdraw from the agreement within 14 days.

2. In case of the sale and purchase agreement on the Product, the deadline for withdrawal shall expire after 14 days following the day
  - a. when the Product is received by the Consumer or a third party other than the carrier assigned by the Consumer;
  - b. in case of the provision of several Products, it shall expire after 14 days following the day when the last Product is received by the Consumer or a third party other than the carrier assigned by the Consumer;
  - c. in case of the provision of a Product consisting of several items or parts, it shall be the day when the last item or part is received by the Consumer or a third party other than the carrier assigned by the Consumer.
3. The enterprise agrees to the regular provision of the Product within a fixed period of time only with a separate written agreement; in such case, the right of withdrawal shall expire after 14 days following the day when the first Product is received by the Consumer or a third party other than the carrier assigned by the Consumer.
4. With regard to the fact that in accordance with Section 21 (1) of Government Decree No. 45/2014. (II.26.), Operator has fully performed its obligation to inform as indicated above and set forth in Section 11 (1) i.), based on the sample found in Annex 1 of the aforementioned Decree, Consumer's deadline for withdrawal shall not be extended by 12 months.
5. Consumer exercises its right of withdrawal within the deadline if it sends its withdrawal statement before the deadline expires. Operator shall take into account the date of sending the email in case of email notification, and the date of mailing in case of written, postal notification.
6. If you as a Consumer, wish to exercise your right of withdrawal, please, send your clear, written withdrawal statement to the Operator:  
Operator's name: Adrienn Gombás, sole proprietor  
registered office and postal address: 2000 Szentendre, Rétifű u. 1.  
telephone number: +36-30-373-33-00  
email address: info@humicin.hu
7. Consumer shall confirm its oral withdrawal statement in writing in every case within the aforementioned deadline.
8. In order to exercise its right of withdrawal, Consumer may use the sample withdrawal/termination form which is referred to in this GTC and serves as Annex 2 of Government Decree No. 45/2014. (II.26.).

#### **b. Legal effects of withdrawal**

1. In case of withdrawal, the agreement made in the aforementioned way is terminated retroactively to the day of the conclusion of the agreement; therefore such situation shall be created as if the Consumer had not ordered the Product on the Website.
2. It means that the Consumer shall return the ordered Product to the Operator by post or courier service within 14 days after the Product has been received. The costs of the Product return shall be borne by the Consumer.
3. Operator shall – immediately but not later than 14 days following the day it has been informed about the withdrawal – refund the total amount paid by the Consumer; however, Operator shall be entitled to withhold the refund until it has received the ordered Product or Consumer has proved its return; the earliest date shall be considered.
4. Upon refund, the payment method used during the original transaction shall be applied, except if Consumer expressly agrees to another payment method; Consumer shall not bear any extra costs for the application of such payment method.

5. Consumer shall prove that it has exercised its right of withdrawal – mentioned above and set forth in Section 20 of Government Decree No. 45/2014. (II.26.) – in compliance with the content of Section 22 (1) (2) and (3) (Section 22 (4) of Government Decree No. 45/2014. (II.26.)). Consequently, Consumer shall prove whether it has exercised its right of withdrawal by using the withdrawal form, by a clear withdrawal statement or through the Website (Operator shall confirm the withdrawal).

6. Consumer shall return or hand over the Product to the Operator without unnecessary delay but not later than 14 days after its withdrawal statement has been submitted. The deadline is observed if the Product is sent before the 14-day deadline expires.

7. Consumer shall be held liable for the depreciation of the Product exclusively if it has occurred as a result of the use exceeding the use necessary for determining the nature, characteristics and operation of the Product.

8. Based on the legislation, Consumer shall not be liable for the aforementioned depreciation resulting from the use exceeding the necessary use if Operator has failed to perform its obligation to inform set forth in Section 11 i.) of Government Decree No. 45/2014. (II.26.), but Operator has fulfilled such obligation based on Annex 1 of this Decree and by means of this GTC.

**c. Consumer shall not bear the following costs in case of exercising its right of withdrawal in accordance with Section 20 of Government Decree No. 45/2014. (II.26.) (Section 27 of Government Decree No.45/2014. (II.26.))**

1. In case of exercising its right set forth in Section 20 of Government Decree No. 45/2014. (II.26.), Consumer shall not bear the following costs:

a. the total or partial costs of the performance of the agreement on service provision if

i. the enterprise has failed to perform its obligation to inform set forth in Section 11 (1) i) or k) (but it has performed such obligation based on the current GTC), or

ii. the Consumer did not request the commencement of service performance in accordance with Section 13 and 19 before the deadline set forth in Section 20 (2) has expired (i.e. before the deadline of withdrawal);

b. the total or partial costs of digital data content not provided on tangible medium if

i. the Consumer has not consented expressly and preliminarily to the commencement of the performance before the deadline (deadline of withdrawal) set forth in Section 20 (2) expires,

ii. concurrently with its consent based on Subsection i.), Consumer has not acknowledged the fact of losing its right (right of withdrawal) set forth in Section 20 upon its consent, or

iii. the enterprise has failed to make the confirmation set forth in Section 12 (2) or 18.

**d. Exceptions to Consumer's right of withdrawal (without cause)**

1. In order to provide full information, Operator hereby informs Consumers about the cases when they are not entitled to the right of withdrawal without cause by listing every case including the ones that cannot be applied with regard to the range of Products available on the Website:

a. in case of an agreement on service provision after the whole service has been performed, if the enterprise has commenced the performance with Consumer's expressed and preliminary consent, and Consumer has acknowledged the fact of losing its right to termination after the service has been fully performed;

- b. in terms of those Products and services whose price and fee depend on the fluctuation of the financial market which cannot be influenced by the enterprise and may occur during the deadline set forth in Section 20 (2);
- c. in case of a Product that has not been pre-manufactured, but made based on Consumer's instructions or at its expressed request or a Product that has clearly been tailored to the Consumer;
- d. in terms of perishable Products or Products with short expiry date;
- e. in terms of Products in closed packaging that cannot be returned after opening following their receipt for health protection or hygienic reasons;
- f. in terms of Products which – by their nature – inseparably blend with other Products following their receipt;
- g. in case of alcoholic Products whose real value depends on market fluctuations and cannot be influenced by the enterprise, and whose price was agreed on by the Parties upon conclusion of the sale and purchase agreement but the agreement shall be performed only thirty days after the conclusion;
- h. in case of a service agreement where the enterprise contacts the Consumer at Consumer's expressed request in order to complete urgent repair or maintenance work;
- i. in case of the sale and purchase of audio and image recording and a copy of computer software in closed packaging if Consumer has opened the packaging after receipt;
- j. in terms of newspapers, magazines and periodicals with the exception of subscription contracts;
- k. in case of contracts made at public auctions;
- l. in case of accommodation contracts with the exception of those relating to residential services; agreement on transportation, car rental, catering or services relating to leisure activities if a day or deadline has been set for the performance in the contract;
- m. in terms of digital data content not provided on tangible medium if the enterprise has commenced performance with the expressed and preliminary consent of the Consumer, and simultaneously with this consent, Consumer has acknowledged the fact of losing its right set forth in Section 20 after the performance has commenced.

**e. Effect of Consumer's right to withdrawal on the additional contracts**

1. If an additional contract relates to the concluded contract, Consumer terminates such additional contract by exercising its right to withdrawal set forth in Section 20 of Government Decree No. 45/2014. (II.26.).
2. In such case, Consumer shall not be liable to reimburse the Operator for the damage resulting from the termination of the additional contract, and no other costs shall be claimed from the Consumer upon termination of such contract, with the exception of cases determined in Section 23 (3) (choosing a more expensive method of transportation) or Section 24-26 (direct costs of Product return, depreciation resulting from the use exceeding the use necessary for determining the nature, characteristics and operation of the Product) of the aforementioned Decree.
3. Government Decree No. 45/2014. (II.26.) on the Detailed Rules of Contracts Concluded between the Consumer and the Operator is available [here](#).
4. Directive 2011/83/EU of the European Parliament and of the Council is available [here](#).

**15. Guarantee**

1. Operator may provide contractual guarantee on the Products, or the Products may be subject to compulsory guarantee in accordance with the provisions of Government



Decree No. 151/2003. (IX. 22.) on the Compulsory Guarantee on Certain Consumer Durables. It is stated on the Website at the Products whether they are subject to contractual and/or compulsory guarantee.

2. The term of the compulsory guarantee shall be 1 (one) year. Manufacturer may provide a more favorable guarantee term based on its own decision; in that case such guarantee period shall be applied.

3. In case of guarantee, Operator shall guarantee indemnity for defective performance during the guarantee period in accordance with the conditions of the legal declaration or legislation which determine the guarantee. Operator shall be exempt from the guarantee obligation if it proves that the cause of the defect occurred after performance (i.e. after the Product has been received by the buyer).

4. The guarantee does not affect the rights of the eligible Party (primarily the Consumer) arising from legislation.

5. In case of the title transfer of the property, the new owner shall be entitled to enforce the rights arising from guarantee against the obliged Party providing the guarantee (Operator).

6. The guarantee claim may be enforced during the guarantee period. The guarantee period shall commence upon receipt of the Product by the Consumer.

7. If the obliged Party fails to perform its obligation – within the deadline – upon request made by the entitled Party, the guarantee claim may be enforced at court within three months after the deadline set forth in the request has expired, even if the guarantee period has elapsed. Non-compliance with this deadline entails the forfeiture of rights.

8. Claims arising from the guarantee may be enforced with the Product invoice, the electronic or paper-based copy thereof, or with both the invoice and the receipt.

#### **16. Warranty – Implied warranty: Information based on Government Decree No. 45/2014. (II. 26.)**

1. In which cases can Customer exercise its right to implied warranty?

a. In case of defective performance made by the Operator, Customer shall be entitled to enforce implied warranty claim against the enterprise based on the rules of the Civil Code.

2. What rights shall Customer be entitled to based on its implied warranty claim?

a. Consumer – by its own choice – may enforce the following implied warranty claims: it may request repair or replacement, except if the performance of the claim chosen by the Customer is impossible or it would entail disproportionately high extra costs for the enterprise compared to the performance of the other claim. If Customer did not or could not request repair or replacement, it shall be entitled to opt for the proportionate decrease of the consideration, or Customer may repair the defect or have it repaired at the cost of the enterprise, or as a last resort, it may withdraw from the contract. It can opt for another right instead of its chosen implied warranty right, but the costs of such change shall be borne by the Customer, except if it was justified or the enterprise gave reason therefor.

3. What is the deadline for the enforcement of Customer's implied warranty right?

a. Customer shall communicate the defect immediately after it has been recognized but not later than two months after the recognition. It shall also be noted that after the two-year limitation period following the performance of the contract has elapsed, Customer shall not be entitled to enforce its implied warranty rights.

4. Against whom shall the Customer be entitled to enforce its implied warranty claim?

a. Customer shall be entitled to enforce its implied warranty claim against the enterprise.

5. What other conditions shall be met in order to enforce Customer's implied warranty rights?

a. Within six months after the performance, the enforcement of implied warranty rights has no conditions other than communicating the defect if Customer proves that the Product or the service has been provided by the enterprise operating the webshop. However, six months after the performance, Customer shall prove that the defect recognized by Customer already existed at the time of performance.

#### **17. Warranty – Product warranty**

1. In which cases can Customer exercise its right to product warranty?

a. In case of defect of moveable property (Product), Customer – by its own choice – shall be entitled to enforce implied or product warranty claims.

2. What rights shall Customer be entitled to based on its product warranty claim?

a. As a product warranty claim, Customer shall be entitled exclusively to the repair or replacement of the defective Product.

3. In which cases shall the Product be deemed defective?

a. The Product is defective if it does not meet the quality requirements valid at the time of its marketing, or if it does not have the characteristics included in manufacturer's description.

4. What is the deadline for the enforcement of Customer's product warranty claim?

a. Customer may enforce its product warranty claim within two years after the Product has been marketed by the manufacturer. After this deadline has elapsed, Customer loses such right.

5. Against whom and on what other conditions shall Customer be entitled to enforce its product warranty claim?

a. Customer shall exercise its product warranty claim exclusively against the manufacturer or the supplier of the moveable property. In case of the enforcement of product warranty claim, Customer shall prove the defect of the Product.

6. In which cases shall the manufacturer (supplier) be exempt from its product warranty obligation?

a. The manufacturer (supplier) shall be exempt from its product warranty obligation exclusively if it can prove that:

i. it did not manufacture or market the product within the scope of its business activities, or

ii. the defect could not be recognized at the time of marketing in the light of scientific and technological developments, or

iii. the defect of the Product results from the application of the legislation or compulsory regulations made by authorities.

b. Manufacturer (supplier) shall prove only one reason in order to be exempt.

7. The webshop Operator hereby draws the attention of Customers to the fact that they cannot enforce an implied warranty and a product warranty claim simultaneously and at the same time for the same defect.

In case of successful enforcement of its product warranty claim, Customer shall have the right to enforce its implied warranty claim in relation to the replaced Product or the repaired part against the manufacturer.

#### **18. Procedure in case of warranty claims**

1. In the contract made between the Consumer and the Operator, Parties' agreement shall not deviate from the provisions of the regulation to Consumer's disadvantage.

2. Consumer shall prove that the contract has been made.

3. Operator shall draw up a protocol on the warranty claim made by the Consumer at Operator.

4. The copy of the protocol shall be immediately made available in a justifiable way to Consumer.
5. If Operator cannot state whether Consumer's warranty claim can be performed or not at its submission, Operator shall inform the Consumer within five days in a justifiable way about its viewpoint, in case of the refusal of the claim, also about the reason therefor, and the opportunity of turning to the arbitration board.
6. Operator shall keep the protocol for three years after it has been drawn up, and present it to the control authority at request.
7. Operator shall attempt to complete the repair or replacement maximum within fifteen days.

#### **19. Applicable legislation**

1. The regulations of Act V<sub>1</sub> of 2013 on the Civil Code, Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services (Electronic Commerce Act) and Government Decree No. 45/2014. (II. 26.) on the Detailed Rules of Contracts Concluded between Consumers and Business Operations shall be applied for the order and purchase made through the Website.

<sup>1</sup>Section 6:5 and 6:7, and Section 6:82-6:85 of Chapter on Special Provisions Relating to Contracts Concluded by Electronic Means of Book Six on the Law of Obligations

2. Beyond Subsection 1, the current Hungarian legislation shall be applied to the current General Terms and Conditions, and to Parties' legal relationships based on the General Terms and Conditions.

#### **20. Miscellaneous provisions**

1. Operator shall not take any responsibility for the possible changes without prior notice in the technical guides, descriptions, or changes occurring because of the supplier or reasons beyond its control.
2. If Operator fails to perform its contractual obligation because the Product determined in the contract is not at its disposal, Operator shall immediately inform the Consumer, and refund the amount paid by the Consumer immediately but not later than 3 days. The performance of such obligation shall not exempt Operator from the other consequences of its breach of contract.
3. Operator shall be entitled to assign a contributor to perform its obligation. Operator shall take full responsibility for the contributor's unlawful conduct as if it had committed the unlawful conduct.
4. If any part of this General Terms and Conditions becomes invalid, unlawful or unenforceable, it shall not affect the validity, legality and enforceability of the remaining parts.
5. If Operator does not exercise its rights arising from the General Terms and Conditions, it shall not be regarded as a waiver of such rights. The waiver of any rights shall be valid only if a relevant, expressed, written statement has been submitted. The fact that once Operator does not insist strictly on a particular substantive condition or term of the General Terms and Conditions, it does not mean a waiver of the subsequent, strict compliance with the given condition or term.
6. Operator reserves every right in relation to the Website, any detail thereof and the content displayed thereon, and the spread of the Website. The content displayed on the Website or any detail thereof shall not be downloaded, electronically stored, processed or sold without the written consent of the webshop Operator.