# Naturalbodybuilding.eu

# **General Terms and Conditions**

This document (hereinafter referred to as: Terms) contains the rights and obligations of the Viliam Rigo (hereinafter referred to as: Service Provider) contracted legal partner and the User (hereinafter referred to as: Customer, Consumer, User, Buyer), together: Parties' rights and obligations of the Electronic Commerce Services provided by the Service Provider through <u>www.naturalbodybuilding.eu</u> (hereinafter referred to as: web site, webshop). An electronic order by the user (buyer) through the webshop will create a contractual relationship between the buyer and the partner under the terms of this contract.

The present GTC covers all electronic commerce services provided in Hungary through the web site www.naturalbodybuilding.eu. The terms and conditions for accessing the products and services available through the web site are governed by the CVIII 2001 Law on Electronic Commerce Services and Certain Aspects of Information Society Services. (Ekertv.).

Present document is not meant to be for registering, it stays in electronic format. It is not classified as a written contract, it is written in Hungarian, and not point to at any behaviour codes. If you have questions about the operation of the webshop and your order process, we will be available at the given contact details.

The effect of this "General terms and Conditions" extends to the contractual relationships of the provider's website (<u>http://naturalbodybuilding.eu/</u>) and subdomains. This "general terms and conditions" is available on the following webpage: <u>http://naturalbodybuilding.eu/aszf</u> and can be downloaded from here: <u>http://naturalbodybuilding.eu/aszf.pdf</u>

#### 1. DATA OF THE PROVIDER

Name of the Provider: Viliam Rigo Registered Office (and official place of raising claims): č.d. 165, Veľký Grob 92527 Contacts of the Provider and the regularly used electronic mailing address for contacting users: info@narcizo.com, contact@protan-europe.com Registration-number: 46991662 Tax-number: 1082425850 Name of the registry authority: Telephone number: +36706765003 Language of contract: Hungarian Name, e-mail and address of the domain provider: WebSupport, s.r.o. Staré Grunty 12 841 04 Bratislava Slovensko ID: 36 421 928 ID VAT: SK2021869234 TAX ID: 2021869234

Partner details:

Performance Brands Europe Kft. Seat: 1131 Budapest, Szent László út 178. fszt. 1. Registration number: 01-09-178611 Taxnumber: 24713847-2-43

- 2. Concepts
  - 2.1. Partner: Partner is a collective term, a legal or natural person (contractor) who is contracted with a Service Provider. On behalf of the Partner, the Service Provider publishes its offers on www.naturalbodybuilding.eu at www.naturalbodybuilding.eu.
  - 2.2. Specific Contract: a specific agreement between the Service Provider and the Partner (Contractor), which contains the essential elements of the contract not covered by the GTC, the mutual and consistent expression of the will of the parties.
  - 2.3. Advertising: A business appearance that is classified as advertising by law.
  - 2.4. Intermediary service provider: provider of information society services.
  - 2.5. Intermediate Service: Providing the content and access to the User for the purchase, use and use of the products or services placed on behalf of the Partner through the Website.

#### 3. The purpose of the website

The purpose of the website is to provide a platform for Partners (Entrepreneurs) to convey the products they offer to the Users by the Service Provider.

#### 4. BASIC PROVISONS

- 4.1. The governing law is the hungarian law, especially the Civil Codex (2013.V.), the electronic commercial code (2001.CVIII.), and the sumptuary law (45/2014 (II.26.) for the interpretation and by this "general terms and conditions" not ruled question. The obligatory parts of the mentioned rules are authoritative without any other clause.
- 4.2. These Articles are effective law since 28th November 2018. and remaining in force until revocation. The Service Provider is entitled to modify the Policy unilaterally (conditions that cause the change: change in shipping cost, change of law, business interest, company-related changes). The Service Provider publishes the changes 11 (eleven) days prior to their entry into force on the website during that time the User is entitled to terminate from the contract. With using the webpage Users/Customers accept automatically all the terms and conditions in connection with using the webpage.
- 4.3. The user acknowledges general terms and conditions compulsory as soon as a user log in the website –run by the Provider- or read its content. If the user does not accept terms and conditions does not have right to reach the content of the website.
- 4.4. The Provider reserves all rights in connection with the content and dissemination of the website and webpage. It is absolutely forbidden to download, (electronic) store, process, or sell Any content published in the website or part of them without written consent of the Provider.
- 4.5. The language of the contract with the order is Hungarian, the Service Provider does not assume any liability for misunderstandings or damages caused by the lack of knowledge of the Hungarian language.

#### 5. **Responsibility**

- 5.1. The information contained on this site is for information purposes only. For the accuracy and completeness of the information the Service Provider assumes no liability they are placed on behalf of the Partner. Generally, the Partner is responsible for the content of advertisements, advertisements or other materials placed on the Site.
- 5.2. The Service Provider as an intermediary excludes its liability:

• for any damages that come from material placed on behalf of the Partner on www.naturalbodybuilding.eu, including damages to third parties. This provision also applies to advertisements and other materials placed on the website, Δ

• information provided by others provided by an intermediary service provided by an intermediary service, stored or made available, in the case of conditions specified by law,

• for the correctness, veracity or compliance of the information provided on the website, or for any breach or damage caused to a third party by the contents of the law;

• Any damages resulting from the use of the system, resulting from a complete shutdown or change of operation;

• other errors or damages due to causes other than the Service Provider (force majeure)

• to the User for any material or moral damages arising from the use of the Services.

- 5.3. The operation of this website is performed by the Service Provider as an intermediary service provider, Ekertv. according to its provisions. The Service Provider assumes no liability whatsoever with any of the invitations, offers and any contracts arising out of it, or any non-existence of any contract, as well as any failure or termination of the Services available on the Website.
- 5.4. In the case of infringements related to the Service, the Service Provider cooperates with the authorities in the framework required by the law in order to prosecute the perpetrators and reserves the right to report to the competent authority in the event of an infringement committed by the User or Partner. The Service Provider, in the event of a violation of the service-related offenses in the amount of a fine, punishment or any other kind of payment, shall be liable to the infringer both for the amounts paid by the Service Provider and in addition to the full claim for damages.
- 5.5. The Service Provider shall not interfere in any disputes or transactions between users of the Website (User and Partner), in the event of any dispute the Website User and Partner exempts the Supplier from any claim, claim or compensation (the Service Provider is not required to interfere in the dispute between the User and the Partner, but the complaint may also be sent to the Service Provider).
- 5.6. Delivery, transfer, and financial performance of products sold are, in some cases, carried out independently of the Provider, in accordance with a separate agreement between Users and Partners. However, the Service Provider may, through its collaborating partners, provide an opportunity to promote transactions between Users and Partners.
- 5.7. These liability rules apply to both Partners and Users.

- 5.8. The Service Provider guarantees 95% availability on an annual basis. For the purpose of measuring availability, no scheduled maintenance for a period of up to 1 working day shall be considered as a failure, provided that the Service Provider has notified the User and Partner in advance at the appropriate time (prior to maintenance 5 working days) of its timing and expected duration.
- 5.9. The Service Provider is entitled to refuse to conclude a Special Contract if the Partner has a debit against the Service Provider or the previous contract was terminated due to a serious breach of the contract by the Partner.
- 5.10. The Service Provider is entitled to, but is not obliged to verify, any content that may be made available on the Partner's behalf when using the Website. The Service Provider is also not obliged to check the information that is only transmitted, stored and disclosed. Therefore, the Service Provider is entitled to search for published content but is not obliged to search for signs of continuing illegal activity.

#### 6. **Purchase**

- 6.1. The User/Customer declares to accept this general terms and conditions, and to get to know the condition of the Data Management Document, and agree with that, while shopping/registrating on the webpage.
- 6.2. The User/Customer is liable to give its real, own data during shopping/registration. The electronic contract with unreal or third person's data is absolutely void. The Provider excludes the accountability if the User/Customer uses third person's name, data while utilizing the service.
- 6.3. The Provider does not take liability for delivery default, any other problems or mistakes because of misguided or inaccurate information.
- 6.4. Service Provider takes no responsibility for any loss caused by that the User forgot his/her password or it became accessible to unauthorized persons as a result of any reason for which the Service Provider cannot be responsible.

#### 7. AVAILABLE PRODUCTS AND SERVICES

- 7.1. Displayed products can only be ordered online. The prices shown on the products are in HUF, they include the statutory VAT, but do not include the home delivery fee. No extra packaging fee will be charged.
- 7.2. In the webshop, the Service Provider details the name, description and product of the product. Images displayed on a product datasheet may differ from reality, as an illustration. We are not responsible for the difference between the image displayed in the webshop and the actual appearance of the product.

- 7.3. If there is a product on sale available, the Provider informs users/customers about the sale and its length of time.
- 7.4. If there is wrong price shown in the Webshop in spite of due diligence of the Provider- it is not required from the Provider to deliver for the wrong price but for the right price. Especially with regard of significantly divergent. For example: "0" HUF or "1" HUF because of a system error. The users/ customers can abandon the shopping. Significant deviation in accordance with domestic jurisprudence is a deviation from the market value of the given product or service, either positive or negative, to a minimum of 50%. However, we inform the consumers that the concept of striking value disadvantage (§ 6:98) is not defined in the law.
- 7.5. For the wrong price as described in Section 7.4 there is an onerous contract between the real and the visualized price of the product. The costumer should immediately recognize that. According to the Civil Codex (PTK. 2013. V.)the animus of clients must be concordant, and synallagmatic. If clients can not make a compromise, and there is not any concordant and synallagmatic animus', there is not any binding agreements, which constitute a binding contract. According to these facts, the contract is void, if the confirmation of the order based on the wrong/false price.

#### 8. PROCESS OF ORDERING

- 8.1. By confirming the order of the product on the website, a contract is created between the User and the Partner (the Service Provider merely acts as intermediary for the purpose of the contract).
- 8.2. The user can directly purchase the product offered by the Partners through the Website.
- 8.3. The user sets the number of products, products, products that the Partner offers.
- 8.4. The user places the selected products in the basket. Users can view the basket content at any time by clicking the "basket" icon.
- 8.5. If you do not want to buy more products, check the number of products you want to buy. Click on the "delete X" icon to clear the contents of the basket. The amount can be updated by clicking on the "Update / Update Basket" icon by the User.
- 8.6. The user selects the delivery address and the delivery / payment method, which types are as follows:
- 8.6.1. Payment methods:

The user can compensate for the value of his order in the following ways:

With online credit card: You can pay online with a credit card through the secure payment system of the financial service providers (SimpePay, Paypal) used by the Provider.

8.6.2. Shipping cost are the following:

The partner will ship the ordered products by courier service to the house.

Delivery fee:

Country	Price EUR
Germany	5,00€
Slovakia	5,00€
Czech Republic	5,00€
Austria	5,00€
Romania	4,50 €
Poland	5,00€
Denmark	7,50€
Belgium	7,50€
The Netherlands	7,50€
Luxembourg	7,50€
Italy	7,50€
Greece	7,50€
Finland	7,50€
Slovenia	8,50 €
Bulgaria	8,50€
Estonia	8,50 €
Latvia	8,50€
Lithuania	8,50 €
Malta	8,50€
Croatia	10,00 €
Spain	8,50 €
Hungary	4,50 €
Portugal	8,50 €

8.7. The User can enforce warranty, warranty or withdrawal claims against the Partner and the Service Provider does not take any warranty or warranty period, obligation, or right of withdrawal. You may apply directly to the Partner to exercise your right of withdrawal / termination right directly to the Partner or to sue for the return of the product or to enforce the rights deriving from the applicable Hungarian legislation, which he may have in connection with the distance contract. he may contact the Partner directly. However, the Service Provider offers the opportunity to make the User's complaint directly to the Partner. The Partner is also obliged to investigate and remedy it within 30 days of receiving the complaint.

- 8.8. If there is lack or imperfection in connection with the products or prices in the webshop, we reserve the rights for correction. In such a case we inform the customer about the new data immediately after the recognition or modification. Afterwards, the customer can confirm the order again, or has a chance to rescind the contract.
- 8.9. The total sum contains all the charges according to the summarization of the order and the letter of confirmation. The user is obliged to check the package at delivery before the courier and in case of possible damage to products or packaging, he or she is obliged to request a record and in case of damage the package is not obliged to take over. Subsequent, non-recorded complaint is not accepted by the Service Provider! Packages are delivered on business days between 8 am and 5 pm.
- 8.10. Once you have entered the data, you can submit your order by clicking on the "Pay" button, but you can check the details provided before you can, or send a comment to your order or email us any other ordering wishes.
- 8.11. Correcting Input Bugs: The user can return to the previous phase before completing the order process, where he can correct the input data.
- 8.12. The user/customer gets an email of confirmation after sending the order, which does not give rise to contract. If this e-mail does not arrive within an expectable deadline –depending on the profile of the service- or at latest within 48 hours, the user is relived of the bid fixity or contractual duty. The order and the confirmation of the order can be considered "arrived" to the Provider or to the User, when it is reachable for them. The Provider excludes the blame of confirmation, if the confirmation does not arrive in time because the user/customer has given wrong email address, or the storage pool of the account is full, and can not receive messages.
- 8.13. Partner contacts the User directly if there is a problem with order fulfillment (eg out of order).

# 9. OTHER REQUIREMENTS OF THE CONTENTS SET OUT BY THE PARTNER ON THE WEBSITE

- 9.1. An ad placed on the website may not contain any content that
- legislation violates or is suspected,
- copyright, personal rights, privilege, and personal
- unreasonably contains incomplete content or does not provide sufficient information to violate the rights to the protection of data, it encourages behavior that damages the environment or nature, it contains information that is apparently inconsistent with the product / service,
- advertising goods whose production or placing on the market, or
- weapons, ammunition, explosives and public safety are particularly dangerous

- 9.2. Partner acknowledges that it is responsible for the contents of the information provided to the Service Provider for this purpose, and that the submission of non-compliant advertisements may entail an administrative procedure.
- 9.3. The Service Provider is not required to check the contents of the information stored and disclosed by it, nor is it obliged to look for facts or circumstances indicating that it is illegal activities, but in the event of a violation of the law it has the right to cancel the GCTs without prior notice to the Partner, or have the right to pause or terminate its services without prior notice to Partner.

#### **10.** ORDER PROCESSING AND FULFILMENT

- 10.1. Orders are processed by the Partner right after the order has been made.
- 10.2. Orders are processed during opening hours. In addition to the times specified for processing the order, it is possible to place the order, if it is after the expiration of the working time, processing the next day. The customer service of the Partner will always confirm by electronic means when it can fulfill its order.
- 10.3. General delivery deadline: within 2-5 workdays from the confirmation of the Partner.
- 10.4. In case the Partner cannot accomplish the contractual obligation because the product/or its component were not available, the Partner is obligated to inform the Customer right away and to pay back the sum paid by the Customer at the latest within 30 days.
- 10.5. Partner is not responsible for any technical specifications or descriptions that may be made due to the supplier's unavailability or for reasons beyond its control. Partner reserves the right to refuse all orders already acknowledged in whole or in part. Partial fulfillment can only take place after consultation with the User!

# **11. Responsibility of the service provider as a intermediary service provider**

11.1 Under the responsibility of the intermediary Service Provider, the 2001 CVIII. tv. 7-12. § shall apply. The law can be reached here: http://net.jogtar.hu/jr/gen/hjegy\_doc.cgi?docid=A0100108.TV

#### 12. WAIVER CLAUSE

- 12.1. Please note that the right of withdrawal can be exercised on the contact details of the **Partner**.
- 12.2. According to the directive 2011/83/ EU of the European Parliament and Commission, further about rules of contracts between customers and enterprises (Gov. Degree 45/2014) (II.26), the user can rescind in 14 days from the date of delivery, can return the ordered product(s) and no grounds need to be alleged. Without this information users can exercise the cancellation right for 1 year. If the Service Provider gives the information not later than 14 days after receipt of the product or the date of conclusion of the contract but within 12 months, then the deadline for withdrawal shall be 14 days from the date of that communication.
- 12.3. The period for exercising the right of withdrawal shall expire 14 days after the date on which the consumer or a third party other than the carrier designated by the consumer gets the product.
- 12.4. The customer can exercise the waiver clause between the day of entering in a contract and the reception.
- 12.5. The cost of returning the product must be borne by the consumer, and the firm has not undertaken to bear this cost.
- 12.6. In the event that the right of withdrawal is exercised, consumers will not be charged other than the cost of returning the product. However, the service provider may claim compensation for material damage caused by improper use.
- 12.7. Withdrawing is not the customers legal due in case of not pre-produced product, which was made according to the instructions of the customer or according to the wish of the customer, or in case of such product, which is individualized.
- 12.8. The consumer may also not exercise his right of withdrawal in respect:
  - a) The Contract of the service, after the fulfilment of the service, if the Service Provider started the service with the previous, explicit permission of the consumer and the consumer noted that he/she lose the right of repossession after the total fulfilment of the service;
  - b) In case of products or services, whose prices can not be influenced by financial market services, it depends on the possible fluctuation in the available term of the withdrawal right;
  - c) perishable goods or short "best before" term
  - d) gas-tight products, which can not be sent back after opening because of health-care or hygienic reason

- e) in case of a product, which blends with another products because of its type, after the handover;
- f) in case of alcoholic drinks, which has a value what can be not impressionable by the company and depends on the market fluctuation, and the signatories have settled about the price of this product at the conclusion of the contract, but the accomplishment of the contract is 30 days after the date of the conclusion of the contract;
- g) in case of enterprising contracts, when the company gets in contact with the customer because of the explicit request of the customer for repairing or maintenance;
- h) in case of wrapped audio or video recordings, and computer software sales, after the opening of the package;
- i) in case of newspapers, journals and periodicals, except subscription contracts;
- j) in case of contracts of public auctions;
- k) in relation to a contract about the provision of accommodation other than for residential purpose, transport of good, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of fulfillment;
- digital data on not tangible assets, if the fulfilment has begun for the customer's previous consent, and in the same time the customers declare to lose the cancellation rights.
- 12.9. The Provider has to refund the expenses of the customer inclusive the delivery cost, immediately after return the products or arrival the confirmation of cancellation, but within 14 days.
- 12.10. In case of returning the costs, the same method of payment should be used, except the customer agree to another method of payment. The customer does not have any extra expense in connection with returning.
- 12.11. The Customer has to return or leave on the address of the Provider the products without any undue delay, but not later than 14 days, counting from the day of notification of confirmation the cancellation to the Provider.
- 12.12. In case of cancellation by the consumer in writing, it is sufficient to send the withdrawal statement within 14 days.
- 12.13. The Customer meet the deadline of returning, if the customer returns or send back the products within 14 days. Returns will be deemed to have expired if the consumer sends the product before the expiry of the deadline.
- 12.14. The consumer shall only bear the direct cost of returning the product, unless the enterprise has undertaken to bear this cost.
- 12.15. The Provider does not have to repay the extra cost to the Customer, if the customers choose a different delivery method, but not the cheapest delivery method.

- 12.16. The consumer shall only be liable for the depreciation resulting from use beyond the use required to establish the nature, properties and operation of the product.
- 12.17. Refunds may be withheld by the Service Provider until it has received the Goods (s) or has not provided Customer with proof that they have returned them: the previous date must be taken into account.
- 12.18. In case the Customer would like to desist from the contract he/she can send notification by any of the methods given by the Service Provider in writing (using the attached form), or on telephone. In the case of writing notice sent by post the date of stage stamps is considered. In the case of telephone noticing the date of telephone notice is used. In the case of post notice registered postage or package are accepted by the Service Provider. Customer can return the ordered product to the Service Provider by either post or via a courier service.
- 12.19. Consumers should pay particular attention to the intended use of the product, as compensation for damage resulting from improper use of the product is borne by the consumer.
- 12.20. More information about contracts between the consumer and the business: 45/2014 (II. 26.) Gov. Degree can be seen <u>here</u>.
- 12.21. More information about the 2011/83/EU directive of European Parliament and Commission can be seen <u>here</u>.
- 12.22. The customers can look up the Provider with other claims using the here obtainable contacts.
- 12.23. The right of cancellation is only entitled to the customers that are qualified as Users by the Civil Code.
- 12.24. Right of desist is not due to the company i.e. to the person who acts for his/her profession, occupation or business activity.

#### 12.25. The Procedure of enforcing the right of desist:

- 12.25.1. If the Customer wishes to enforce the right of desist, then he/she needs to send the declaration about the intention of her/his desist to one of the contact details of the Service Provider.
- 12.25.2. The Customer enforces her/his right of desist on time, when she/he send the declaration of desist in 14 days, after she/he got the product. She/He only needs to send the declaration of desist in 14 days, if the customer wants to desist in writing. If the Customer would point out her/his desist by post, the date of posting is taken into account. If the Customer would point out her/his desist in e-mail or by telefax, the date of dispatching is taken into account.

- 12.25.3. The Customer is obligated to send back forthwith the product to the address of the Service Provider, but in in less than 14 days, counted from the sharing of the declaration of desist. The Customer only needs to send in less than 14 days, the product does not need to arrive in 14 days. This way the deadline is enforced. The client needs to pay any cost, which is in connection with the return.
- 12.25.4. The Service Provider is not obligated to pay back the additional costs for the Customer, if the Customer chooses a different transport mode, not the usual and cheapest mode, what was chosen by the Service Provider. The Customer can enforce her/his right of desist between the day of the contract and the day of the receipt of the product too.
- 12.25.5. In case of buying multiple products and the delivery of the products is not on the same day or the ordered products are delivered in multiple parts, the right of desist can be enforced in 14 days, counted from the last product or part.

# 13. Warranties

# Failure

If the Customer fails to comply with the Civil Code, he / she may claim a warranty and warranty claim against that Partner.

# **Guarantee of requisites**

13.1. In what kind of situation can the Customer exercise its right for guarantee of requisites?

The Customer (User) can exercise the guarantee of requisites against the enterprise, in case of not proper fulfilment according to the rules of Civil Code.

13.2. What kind of rights are the customers legal due according to the guarantee of requisites?

The Customer can choose between the opportunities according to guarantee of requisites:

- repair or exchange, except it is impossible for the Customer, or it is onerous cost for the enterprise
- in case of no demand for repair, or exchange, proportional reduction of consideration is demandable, or the failure can be repaired for the cost of the enterprise by the Costumer or third person, or denounce the treaty
- The customer can turn to an other guarantee of requisites, from the previously choice. The customer bears the cost of this process, except it was justified, or the enterprise gave ground to the turn.
- 13.3. What is the deadline for the customer of exercising the guarantee of requisites?

The customer is liable to announce the mistake immediately after recognition, but within 2 month after recognition. After the time of limitation -2 years counting back from the fulfilment of the contract- guarantee of requisites can not be asserted. In connection with diet-supplements, energy-drinks etc. the guarantee of requisites can be exercised in the "best before" period.

13.4. Who is enforceable in connection with the guarantee of requisites against?

Customers can enforce guarantee of requisites against the Enterprise.

13.5. What kind of other conditions have of enforce the guarantee of requisites?

Within 6 month after fulfilling the contract, there is not any more conditions to enforce guarantee of requisites, but the announcement of the mistake, if the customer depose the product or the service has been given by the webshop run by the enterprise. After 6 month after fulfilling the contract, the customer is liable to prove, that the mistake has been existed at the time of fulfilling.

#### **Product warranty**

13.6. In what kind of situation can exercise the Customer its right for product warranty?

In case of mistake of the mobiliary (product), the user can exercise the right of the product warranty or guarantee of requisites.

13.7. What kind of rights are the customers legal due according to the product warranty?

The Customer can ask just for repair or replace of the broken product.

13.8. In what kind of case is qualified the product "broken"?

The product is broken, if it is not fit to the quality requirement at the time of placing on the market, or the product does not have the attributes, which are listed in the description of the producer.

13.9. What is the deadline for the customer of exercising the product warranty?

The product warranty can be enforced by the Customer within 2 years from the time of placing on the market. The right for exercising the product warranty is lost after this deadline.

13.10. Who is enforceable in connection with product warranty, and what kind of other conditions should be existed for enforcing?

The product warranty can just be set up against the producer or distributor. The mistake of the product should be proved by the Customer.

13.11. In what kind of case is the producer (distributor) relived of product warranty?

The producer (distributor) is relived of warranty, if it is proved:

- the product has not been produced during business activity, or placed in the market
- the mistake was not knowable at the time of placing in the market according to the science and technic
- the mistake of the product is accused by adoption of officially rules The producer (distributor) has to prove data enough to the relive.

Because of the same mistake relived of warranty and guarantee of requisites can not be enforced in the same time, collateral. After a successful enforcement of relived of warranty, guarantee of requisites can be enforced to the exchanged product against the producer.

13.12. The Service Provider shall not be liable for damages resulting from improper or negligent handling, excessive wear or damage other than the specified circumstances or other improper use of the Products after passing the risk of injury.

#### 14. PROCEDURE IN CASE OF RIGHT OF GUARANTY

- 14.1. In the contract of the customer and the enterprise, the agreement cannot depart to the disadvantage of the customer.
- 14.2. The Proof of contracting is the duty of the customer (by bill, or sales check)
- 14.3. The Provider is responsible for costs in connection with the fulfilment of warranty. (PTK. 6:6166§)
- 14.4. The Provider need to write a record about requirement of the guarantee and warranty of the customer.
- 14.5. The copy of the record should be send immediately, ascertainable to the customer.
- 14.6. If the Provider can not make a statement about enforceability of requirement of warranty or guaranty, the Provider should inform about the reason of rejection, and about the opportunity of turning to conciliation committee. The Provider is liable to inform the customer in 5 days.
- 14.7. The Provider need to keep the record for 3 years counting from the time of recording, and has to shown for the ask of control committee.
- 14.8. The Provider need to aim for complete the repair or replace within 15 days.

#### **15. MIXED REGULATION**

- 15.1. The provider has a right to impress a contributor to fulfill its liability. The Provider has the full amenableness because of the illegal acts of the contributor, as the Provider made the illegal act.
- 15.2. In case any part of this articles became void, illegal or unenforceable, it does not concern the other part of the articles.
- 15.3. If the Provider does not exercise the right according to this act, it can not mean adjuration. Any adjuration is just rightful with the special written declaration. If the Provider does not make stand for its cardinal right, or reserval for one time, does not mean adjuration.
- 15.4. The Provider, the Partner and the Customer try to arrange case out of court.

#### **16.** Adjustment of complaints

- 16.1. The purpose of our shop is to fufill all the orders in good quality, for the satisfaction of the customer. If the User has any plaint in connection of the contract or fulfillment of the contract, the plaint can be reported per telephone, e-mail or letter.
- 16.2. The Service Provider and the Partner check the claim immediately, and repair that. If the customer does not agree with the repair of the claim, or the check is not possible immediately, the Service Provider and the Partner take a record immediately about the claim and the point of view. The customer get a copy as well.
- 16.3. The written claim will be answered in 30 days. In case of dismission, the Provider give a reasoned statement. The Service Provider keeps the record and the copy of the record for 5 years and in case the Provider gives it for the control board.
- 16.4. We inform you, in case of the claim got declined, customers can apply for relief to the conciliatory proceeding with the following contacts:
- 16.5. In the case of a complaint the Customer may calls for the consumer protection authority:

Based on the 387/2016. (XII. 2.) edict, firstinstance the regional organization, secondly the Pest Megyei Kormányhivatal acts in case of public administrations. The regional organizations can be found: <u>http://jarasinfo.gov.hu</u>

16.6. In the case of a complaint the Customer may calls for the Reconciliation Board given below:

Bács-Kiskun Megyei Békéltető Testület Címe: 6000 Kecskemét, Árpád krt. 4. Telefonszáma: (76) 501-525, (76) 501-500 Fax száma: (76) 501-538 Név: Mátyus Mariann E-mail cím: bkmkik@mail.datanet.hu;

Baranya Megyei Békéltető Testület Címe: 7625 Pécs, Majorossy Imre u. 36. Levelezési címe: 7602 Pécs, Pf. 109. Telefonszáma: (72) 507-154 Fax száma: (72) 507-152 Név: Dr. Bodnár József E-mail cím: bekelteto@pbkik.hu;

Békés Megyei Békéltető Testület Címe: 5601 Békéscsaba, Penza ltp. 5. Telefonszáma: (66) 324-976, 446-354, 451-775 Fax száma: (66) 324-976 Név: Dr. Bagdi László E-mail cím: bmkik@bmkik.hu;

Borsod-Abaúj-Zemplén Megyei Békéltető Testület Címe: 3525 Miskolc, Szentpáli u. 1. Telefonszáma: (46) 501-091, 501-870 Fax száma: (46) 501-099 Név: Dr. Tulipán Péter E-mail cím: kalna.zsuzsa@bokik.hu;

Budapesti Békéltető Testület Címe: 1016 Budapest, Krisztina krt. 99. Telefonszáma: (1) 488-2131 Fax száma: (1) 488-2186 Név: Dr. Baranovszky György E-mail cím: bekelteto.testulet@bkik.hu;

Csongrád Megyei Békéltető Testület Címe: 6721 Szeged, Párizsi krt. 8-12. Telefonszáma: (62) 554-250/118 mellék Fax száma: (62) 426-149 Név: Dékány László, Jerney Zoltán E-mail cím: bekelteto.testulet@csmkik.hu;

Fejér Megyei Békéltető Testület Címe: 8000 Székesfehérvár, Hosszúsétatér 4-6. Telefonszáma: (22) 510-310 Fax száma: (22) 510-312 Név: Kirst László E-mail cím: fmkik@fmkik.hu;

Győr-Moson-Sopron Megyei Békéltető Testület Címe: 9021 Győr, Szent István út 10/a. Telefonszáma: (96) 520-202; 520-217 Fax száma: (96) 520-218 Név: Horváth László E-mail cím: bekeltetotestulet@gymskik.hu;

Hajdú-Bihar Megyei Békéltető Testület Címe: 4025 Debrecen, Petőfi tér 10. Telefonszáma: (52) 500-749 Fax száma: (52) 500-720 Név: Dr. Hajnal Zsolt E-mail cím: info@hbkik.hu;

Heves Megyei Békéltető Testület Címe: 3300 Eger, Faiskola út 15. Levelezési címe: 3301 Eger, Pf. 440. Telefonszáma: (36) 416-660/105 mellék Fax száma: (36) 323-615 Név: Pintérné Dobó Tünde E-mail cím: tunde@hkik.hu;

Jász-Nagykun-Szolnok Megyei Békéltető Testület Címe: 5000 Szolnok, Verseghy park 8. Telefonszáma: (56) 510-610 Fax száma: (56) 370-005 Név: Dr. Lajkóné dr. Vígh Judit E-mail cím: kamara@jnszmkik.hu;

Komárom-Esztergom Megyei Békéltető Testület Címe: 2800 Tatabánya, Fő tér 36. Telefonszáma: (34) 513-010 Fax száma: (34) 316-259 Név: Dr. Rozsnyói György E-mail cím: kemkik@kemkik.hu;

Nógrád Megyei Békéltető Testület Címe: 3100 Salgótarján, Alkotmány út 9/a Telefonszám: (32) 520-860 Fax száma: (32) 520-862 Név: Dr. Pongó Erik E-mail cím: nkik@nkik.hu;

Pest Megyei Békéltető Testület Címe: 1119 Budapest, Etele út 59-61. 2. em. 240. Telefonszáma: (1)-269-0703 Fax száma: (1)-269-0703 Név: dr. Csanádi Károly E-mail cím: pmbekelteto@pmkik.hu Honlap cím: www.panaszrendezes.hu

Somogy Megyei Békéltető Testület Címe: 7400 Kaposvár, Anna utca 6. Telefonszáma: (82) 501-000 Fax száma: (82) 501-046 Név: Dr. Novák Ferenc E-mail cím: skik@skik.hu;

Szabolcs-Szatmár-Bereg Megyei Békéltető Testület Címe: 4400 Nyíregyháza, Széchenyi u. 2. Telefonszáma: (42) 311-544, (42) 420-180 Fax száma: (42) 311-750 Név: Görömbeiné dr. Balmaz Katalin E-mail cím: bekelteto@szabkam.hu;

Tolna Megyei Békéltető Testület Címe: 7100 Szekszárd, Arany J. u. 23-25. Telefonszáma: (74) 411-661 Fax száma: (74) 411-456 Név: Mátyás Tibor E-mail cím: kamara@tmkik.hu;

Vas Megyei Békéltető Testület Címe: 9700 Szombathely, Honvéd tér 2. Telefonszáma: (94) 312-356 Fax száma: (94) 316-936 Név: Dr. Kövesdi Zoltán E-mail cím: pergel.bea@vmkik.hu Veszprém Megyei Békéltető Testület Címe: 8200 Veszprém, Budapest u. 3. Telefonszáma: (88) 429-008 Fax száma: (88) 412-150 Név: Dr. Óvári László E-mail cím: vkik@veszpremikamara.hu

Zala Megyei Békéltető Testület Címe: 8900 Zalaegerszeg, Petőfi utca 24. Telefonszáma: (92) 550-513 Fax száma: (92) 550-525 Név: dr. Koczka Csaba E-mail cím: zmbekelteto@zmkik.hu

- 16.7. Reconciliation Boards take care of dispute of the consumers if it is not handled in judicial way. The aim of Reconciliation Boards is to make an agreement between the parties in order to settle the dispute of the consumers, but if it fails, they make a simple, effective and cost-effective decision to enforce the rights of the consumers. The Reconciliation Board gives advice at the request of the consumer or the Service Provider in connection with the rights of the consumer and the obligations of the consumer.
- 16.8. In case of online trading or cross-border dispute of consumers in connection with online service contracts, only the Reconciliation Board is assignee, which is working next to the Chamber commerce in Budapest.
- 16.9. If the Customer has complaint, she/he can use the Online Dispute Resolution. It only requires a registration in the system of the European Commission, <u>click</u> <u>here</u>. Then, after a log in, the customer can remonstrate via the online website: <u>http://ec.europa.eu/odr</u>
- 16.10. In the procedure of the Reconciliation Board the Service Provider has mutual assistance obligation. Because of that the Service Provider needs to send answer to the Reconciliation Board and needs to have a person who is entitled to make an agreement on the audition. If the headquarter of the company is not registered in the county known by the chamber which is operating the regional reconciliation board, the obligation of the company in the co-operation is to offer the possibility of the written agreement based on the demands of the consumer.

#### **17.** INTELLECTUAL PROPERTY RIGHTS

- 17.1. As a homepage, the naturalbodybuilding.eu qualified as an intellectual property, it is absolutely forbidden to download or multiply any content or any part of the webpage, republishing, storing, adapting and selling data of Naturalbodybuilding.eu without the written consent of the Provider.
- 17.2. In case of a written permission data form the webpage or from the database can be adopted just with quotation of Naturalbodybuilding.eu.
- 17.3. The Provider reserves all the right for any elements of the services, domainnames, and second-domains, and for the commercial on the internet.
- 17.4. It is absolutely forbidden decoding or adapting the content, or detail of Naturalbodybuilding.eu, creating usernames and password for unfair reasons, using application which can change the website or cause indexabelity.
- 17.5. The name "Naturalbodybuilding.eu" is under legal protection of copyrights, it can be used just with the written permission of the Provider, except reference.
- 17.6. The customer accept because of use without permission, the provider is authorized for contractual penalty. The cost per pictures is 70.000 HUF (gross

price), or 20.000 HUF (gross price) per words, The customer accepts this contractual penalty is not unconscionable, and customers should be sensible while browsing the page. In case of contravening property rights the Provider adjust notarial attestation of the act, which cost will be wore by the customer.

#### **18.** PRIVACY POLICY

The privacy policy is available and can be downloaded from the following webpage: <a href="http://naturalbodybuilding.eu/adatvedelem">http://naturalbodybuilding.eu/adatvedelem</a>

# **19. Relevant legislation**

• Hungary's Basic Law

• Act CXII of 2011 on Information Freedom of Information and Freedom of Information. Act (Infotv.)

• In accordance with the CVIII Act of 2001 on certain aspects of electronic commerce services and information society services, Act (eKertv.)

• Act C of 2003 on Electronic Communications (Eht.)

• Act XLVIII of 2008 on the Fundamental Terms and Limitations of Economic Advertising Activity. Act (Advertising Act)

• Government Decree 45/2014 (II.26.) On the detailed rules of consumer and business contracts The User hereby declares that he has understood, acknowledged and accepted the terms and conditions of this GTC and the Privacy Policy.

• Protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing Regulation (EC) No 95/46 (General Data Protection Regulation) REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL April 27)

# Budapest, 28 November 2018