

**GENERAL TERMS AND CONDITIONS**  
**(GTC)**  
on the use of [www.kaviczky.hu](http://www.kaviczky.hu) website  
**1 October 2015.**

**1. Recitals**

Welcome to our website! Thank you, for choosing us for your purchase!

The website [www.kaviczky.hu](http://www.kaviczky.hu) is operated by Kaviczky-Prémium Korlátolt Felelősségű Társaság.

We inform you that when ordering products from us through the website, the contents of the contract concluded between you and our company shall be defined by—in addition to provisions of the relevant mandatory laws- these General Terms and Conditions as well as by the **Detailed Information on the Purchase Process** ( hereinafter GTC).

Accordingly, the current GTC shall contain the respective rights and obligations of you and Kaviczky Premium Kft. („**Contractor**”) as well as the conditions for the conclusion of the contract, the period of performance, the delivery and payment conditions, the rules of liability and the conditions for exercising the right of rescission. Information and draft-declarations available on the website shall form a part of the GTC as annexes thereof. Regarding any issues not regulated in the Detailed Information on the Purchase Process the provision of the GTC shall be applicable.

Please carefully read the contents of this document before finalising your order, because with the finalisation of your order you explicitly consent to the provisions of this GTC.

Contracts concluded between you and the Contractor shall be governed by GTC in addition to the mandatory laws.. The Contractor shall be entitled to modify the provision of the current GTC within the framework of the applicable laws. We kindly ask you to read the provisions of the GTC before every purchase! Any eventual changes to the GTC shall be effective from the date of appearance on the website. These eventual changes shall not affect the contracts already concluded (confirmed orders) before the respective changes.

**Should you have any questions regarding, the General Terms and Conditions, the use of the website, certain products, the process of the purchase or if you would like to discuss your individual needs with us, than please contact our colleagues with the help of the provided contact details.**

1.1. This GTC shall be interpreted together with the offers, order-confirmations, invoices and all other documents in connection with the order and unless otherwise agreed it shall serve as the governing provisions for the agreements concluded between the parties. The GTC shall govern the rights and obligations and the general terms of the legal relationship between the parties.

1.2. Any deviation from the GTC may only be done in writing, in a way that is approved and signed by both the Customer and the Contractor. Agreement by the parties by way of mail, fax or electronic mail as well as declarations and statements made on the website shall also be deemed to be in writing if expressly accepted by the other party. Written declarations shall be sent to the address, fax number or electronic mail address (e-mail) of the other party provided in the Order or shall be expressly accepted on the website.

1.3. The GTC shall cover all Customers who private individual consumers and also business organisations and private entrepreneurs, beauticians and other professionals (Business Consumers) who conclude this contract for a purpose within its scope of professional activity. Business Customers hereinafter also as „Customers and Customer”.

1.4. This GTC shall be effective from 1 October 2015 until withdrawn.

## **2. Introductory details, definitions, explanatory notes**

<b>Details of the business</b>	
Name:	Kaviczky-Prémium Kft.
Registered address:	2030 Érd, Balatoni utca 66.
Postal address:	2030 Érd, Balatoni utca 66.
Business and takeover address:	Only delivery
Court of registration:	Company Registry Court of Budapest Environs Regional Court
Company registry number:	13-09-149135
Tax number:	23464973-2-13
Represented by:	Káviczky-László Ágnes
Phone / Mobile:	+36 23 399 624 ,+36 20 353 2345
Fax:	-
E-mail:	kaviczky@kaviczky.hu
Website:	www.kaviczky.hu
Bank account number:	11600006-00000000-50143908
Data protection registry number:	Kavic635834543949482943
<b>Details of the hosting service provider</b>	
Name:	Fókusz Computer Kft.
Address:	2030 Érd, György u. 56.
Place of storage:	GTS Hungary 2040. Budaörs, Ipartelep u. 13-15.
Contact information:	+36-70-425-8007
Person liable:	Zágoni Zoltán

**Parties:** Contractor and Consumer together.

**Consumer:** Natural person acting outside of the scope of its job, profession or business activity.

**Consumer contract:** Such contracts of which one of the parties is considered a consumer

**Website:** the website [www.kaviczky.hu](http://www.kaviczky.hu), which is considered to be a means of distance communication.

**Contract:** A sale and purchase agreement concluded by and between Contractor and Customer with the use of the electronic mailing system of the Website.

**Means of distance communication:** Such means that are suitable –in the absence of the parties- for perform a contractual declaration for the conclusion thereof. These means are in particular the addressed or unaddressed printed forms, letters of acceptance, advertisements in printed media with an attached order form, catalogues, telephone, fax and devices that provide internet access.

**Distance contracts:** Any such consumer contract, which is sold in the framework of a distance selling scheme organised for the sale of the product or services defined in the contract, which is performed without the simultaneous physical presence of the parties to the contract in such a way that in order to conclude the contract the parties only use the means of distance communication.

**Product:** All marketable tangible assets that are offered for sale and which constitute the subject of the Contract and are available on the market through the website

**Undertaking:** A person acting in the scope of its job, profession or business activity

**Customer:** a purchaser making a bid through the Website and / or a person concluding a registrative contract or a business organisation also professional partners or private entrepreneurs, a customer with other organisation structures, beautician, professional as well as Business Customers who conclude the contract in the scope of its economic or professional activity.

**Foreign Customer:** A Customer without a domestic place of residence, whit its permanent, delivery address and place of residence not situated in Hungary and/or does not speak communicate in Hungarian.

**Guarantees in case of contracts concluded between consumers and undertakings (hereinafter consumer contracts):** Mandatory guarantees for consumer contracts as defined in the Civil Code of Hungary, and other respective regulations.

### **Relevant regulations**

The applicable laws for the Contracts are in particular the following:

Act CLV of 1997 on consumer protection;

Act CVIII of 2001on certain issues of electronic commerce activities and information society services;

Act V of 2013 on the Civil Code (Civil Code);

Governmental Decree nr. 151/2003 on the mandatory guarantee regarding certain consumer products;

Governmental Decree nr. 45/2014 on the detailed regulations of the contracts concluded between consumers and undertakings;

Decree nr. 19/2014 of the Ministry of National Economy on procedural rules of the settlement of matters related to products sold through a contract concluded between a consumer and an undertaking

## **3. Acceptance of the GTC**

Before finalising its order the Customer shall get acquainted with the provisions of this GTC. By making a purchase through the website [www.kaviczky.hu](http://www.kaviczky.hu), the Customer accepts the provisions set out in this GTC, and the GTC shall fully become a part of the contract concluded between the Customer and the Contractor.

### **3.1. Language of the contract**

The language of the contracts concluded under the effect of this agreement shall be Hungarian and English in case of a foreign customer.

### **3.2 Prices**

The prices are in Hungarian forints and they include value added tax of 27%. Prices are for information purposes only; we reserve the right to change prices at any time. The prices displayed on the Website do not contain the costs of packaging and shipping of the products, these items are always added separately to the order confirmation.

For the sake of fulfilling foreign orders, prices are also displayed in euros next to the products. Foreign customers can also pay in euros.

### **4. Subject of the Contract**

4.1. The Contractor operates a website under the address [www.kaviczky.hu](http://www.kaviczky.hu) (hereinafter „**website**”), from which the visiting Customer of the website can order cosmetics and other products distributed by the Contractor through an internet platform or by way of an individual contract concluded with Contractor. Contractor provides Customer with products that are available from the ones offered (on the website) in the amount requested in Customers offer, if these products are available on stock. In this context, Contractor undertakes to deliver the offered products that are available based on the Customer’s needs, but within the capabilities of Contractor, in exchange for consideration, following the submission of Customer’s order according to the conditions set out in the second (2.) order confirmation.

4.2. The contracting parties undertake to act efficiently and to mutually co-operate with each other during the completion of the contract, considering each other’s legitimate interests.

### **5. The contractual process, the conclusion of the contract**

5.1. Registration on the Contractor’s website: : Customers have the possibility to register themselves on the website ([www.kaviczky.hu](http://www.kaviczky.hu)) of the Contractor, on the registration page. During registration the Customer accepts a separate statement, according to which Customer undertakes that the data provided during the registration is adequate and represents reality (company name, address / registered seat, tax number, contact details, delivery address etc.), and that Customer is fully liable for damages caused by such omission regarding the provided data. Data provided for and during the registration is handled and processed by Contractor according to the applicable data protection laws in effect.

5.2. Placing an order through Contractor’s website: If Customer selects the product it would like to order on Contractor’s website, the product is placed in a virtual basket. The Customer shall finalise its intent to order the product in the virtual basket by electronically accepting

the terms and conditions of sale and by selecting the applicable payment method, thus Customer concludes a Contract with Contractor according to this current GTC and the individual terms set out in the second (2.) order confirmation (hereinafter „**electronic order**“)

The confirmation containing the order request (1. confirmation request) is sent out to the Customer automatically by the system based on the order. This confirmation among others, contains the Customer's data, the data of the order, the delivery address and the method of payment. **The Contractor's confirmation of completion is connected to the second (2.) order confirmation, which is sent personally by the Contractor's colleague to the Customer. The Contractor reserves the right for technical and other errors. In case of payment via credit card, if Contractor is not able to perform, Contractor will contact the Customer in order to reimburse the amount paid out by the Customer.**

5.3. Documents: In certain cases (for non-natural person Customers, when the conditions of the order are set out by individual contracts, not through the website of the Contractor) further documents can be requested by the Contractor according to the following: the specimen signature of the managing director, furthermore if the person acting as the representative of the company is not a managing director registered in the company registry, the power of attorney of the respective person with the title and the type of representation of the managing director of the company shown in the power of attorney.

5.4. The Contractor notifies the Customer about the conclusion of the contract in writing, in the form of an order confirmation, which promptly and accurately contains the name, price and the delivery and response period of the ordered products and services. Contractor can only be made liable for those products and services which are been included in both the initial price offer and the second (2.) order confirmation.

5.5. Co-operation: In order to complete the contract the contracting parties shall act in mutual co-operation, particularly in the case when additional information is required to complete the contract, than Customer is obliged to provide Contractor with such information within 3 days of the receipt of such notification.

Professional Customers are obliged to send a scanned copy of the document certifying their professional qualification, as well as to provide the name, address, contact information of their saloon, their tax number, delivery- and billing address and retailers also have to provide their certificate which authorises them to distribute the products sold by Contractor.

## **6.Rights and obligations arising from the contract**

6.1. Payment of the purchase price: Customer undertakes to take over the products prepared by Contractor defined in the confirmation and to pay the purchase price according to the provisions of this GTC. Payment of the purchase price shall always be done in advance in accordance with one of the methods of payment available on the website or by way of cash of delivery, with the receipt of the ordered product by the Customer. These terms shall be generally applicable until withdrawn or modified. Contractor shall be entitled to differ from the payment deadlines set out earlier in its sole discretion, if it is justified by the nature of a product, or any other conditions of the order itself.

6.2. Trade secrets: All facts, data and information in connection with the legal relationship between the parties are considered to be trade secrets. Customer acknowledges that all documents, materials, drawings, specifications, offers etc. prepared and handed over by Contractor constitute the exclusive property of Contractor and thus, disclosure of these trade secrets to third parties is considered to be a misappropriation of trade secrets, of which all economical and criminal liability shall be borne by Customer.

6.3. Modifications to the contract: After the acceptance of the order, any changes requested by the Customer shall be subject to a separate agreement and contract modification.

6.4. Protection of intellectual property: Products sold by the Contractor shall fall under the copyright or other legal protection of the legal entity manufacturing the product. Customer shall respect these rights by adhering to the applicable laws. Customer shall be liable for any and all infringements or violations caused to third parties in accordance with the Civil Code and other applicable laws.

6.5. The right of rescission: Customer may only rescind from the order in writing, according to the rules specified in the GTC.

## **7. Rights and obligations of the Contractor**

7.1. Contractor undertakes to complete the order cast by Customer through the website of Contractor according to the conditions set out in the second (2.) order confirmation, or with the use of the parameters contained in the offer and in the order confirmation provided by Contractor and accepted by Customer earlier.

7.2. Contractor shall have the right to deny performance as long as Customer does not provide Contractor with the information necessary to work or as long as Customer does not satisfy its payment obligation contained in Contractor's order confirmation.

7.3. Contractor shall only perform its services based on a contract (a contract concluded electronically through the website of the Contractor as part of the ordering process, or according to individual conditions, based on a contract concluded in writing).

7.4. Contractor undertakes to provide Customer with the products/services detailed in the offer and the order confirmation for whole the period of the contract, as well as to deliver the products on the agreed time.

7.5. Contractor shall be entitled to enlist subcontractors or other intermediaries to fulfil its contractual obligations.

7.6. Reservation of ownership: Contractor shall reserve its ownership concerning the products to be delivered until the payment of the full purchase price. In the case if the Customer does not settle the purchase price after three (3) days from the specified deadline, Contractor is entitled to rescind from this contract without providing an additional deadline,

and is entitled to exercise its ownership rights over the ordered products. In such cases Contractor cannot be held liable for any damages befalling the Customer.

7.7. Delivery, transport: Transport costs are born by the Customer. Risk shall be borne by the Customer in all cases after the goods have been loaded on to the vehicle. Customer shall unload the goods at the place of delivery, any and all costs in relation thereto shall be borne by Customer. Partial delivery is accepted, which will be charged separately. If the goods are not transported away and no written notice of rescission has been provided; Contractor in its sole discretion may rescind from the contract or may choose to deliver the goods to Customer. Contractor shall not assume a guarantee for the safe delivery or transport of fragile goods, Contractor does not recommend postal delivery.

7.8. Modification of the GTC: Contractor is entitled to unilaterally modify the provisions of the GTC, if it has displayed the most important parts of the mentioned modifications on a clearly visible part of its website ([www.kaviczky.hu](http://www.kaviczky.hu)) 15 days in advance to the date of its effective date.

## **8. Method of payment, conditions for payment**

8.1. At the confirmation of the order or, in case of individual contracts at the time of completion the Contractor issues an invoice regarding the ordered goods, which is sent to Customer. Contractor declares that the invoices issued to Customer are in compliance with the relevant applicable laws.

Contractor reserves the right to issue forward-payments invoices which are as scanned electronical documents to Customer.

8.2. The contracting parties agree to that payment in case of order confirmations and invoices issued based on this contract –if not specified otherwise by the parties- shall be due in advance at the time of the order or at delivery/completion.

The methods for payment are contained in the „kosár” (basket) found on the website.

## **9. Cases of cessation and termination of the Contract**

9.1. The parties agree to conclude this contract for an definite period of time, which lasts until the delivery of the goods and the payment of the purchase price by Customer.

9.2. The contract between the parties can be terminated by mutual consent or rescission and in case of services by termination.

9.3. . The parties agree that if the other party is in a serious breach of its contractual obligations (does not perform the assumed obligations, or absolutely refuses to co-operate any further) than rescission, or in the case of services, termination with immediate effect is in order.

9.4. In the case of the Customer's rescission or termination with immediate effect, if there is an ongoing validly concluded contract which has not yet been completed, the Contractor is entitled to the reimbursement for its justified damages and already performed work.

9.5. In the case of Contractor's rescission or termination with immediate effect, Customer shall pay the purchase price of the goods already delivered.

9.6. The termination or cessation of the contract between the parties due to any reasons does not release them from their existing obligations until the termination or cessation of the contract, or from the payment of any unpaid debit.

9.8. Contractor shall be entitled to both suspend its services or to terminate the contract with immediate effect:

9.8.1. if the Customer is in a delay exceeding 30 days regarding its payments and has not performed its due payments despite notification;

9.8.2. If there is a bankruptcy- or liquidation proceedings, or winding up proceedings initiated against Customer.

## **10. Force Majeure**

10.1. Neither party is liable for the non-performance of their contractual obligations in cases when there is an occurrence of any event arising from any reason or cause beyond the parties reasonable control. These circumstances are including, but not limited to natural disasters, fires, flooding, provision of authorities, acts of God, state of emergency, riots, civil war, war, strikes or labour disputes, protests or other instances of stoppage of work, malfunction of transportation or other equipment or infrastructure and shortage of raw materials.

10.2. Both parties are entitled to rescind from or to terminate the contract with immediate effect if the duration of the events of force majeure exceed 2 months.

10.3. The parties shall immediately notify each other about the occurrence of a force majeure event.

10.4. Not even in the case of a force majeure event are the parties exempt from the payment of outstanding, completed services.

## **11. Purchases made from the outlet of the webshop**

Customer can purchase short-expiration goods from the outlet of the webshop, which goods can be used safely until the date of expiry. The Contractor does not assume liability for the use of these products after expiry, but in a lot of cases, these products can be used for even months safely after their date of expiry on Customers own risk.

## **12. Guarantee and warranty**

12.1. Guarantee, warranty: Customer is obliged to immediately notify Contractor in writing about any incorrect delivery, discrepancies in the amount or any deficiencies in the ordered goods. The notification shall include the number of the delivery note, contract and the

invoice as well as the exact description of the goods and complaints. Any damage caused to the goods during delivery, shall be noted immediately after the arrival of the delivery destination. The obligation of inspection covers the whole freight. The fact of the damage shall be entered onto the delivery note / confirmation of receipt and shall be signed by the deliverer. Customer shall record the minutes on the amount of damage suffered. Non-visible defect shall be noted within one week from delivery, but it should be noted within 15 days from the receipt of the freight if the products have not been used, consumed or utilised completely or in part. All complaints shall be handed in in writing together with the exact description of details for each defect. Customer shall provide an opportunity for Contractor to inspect the complained product. If the defect is justifiable, Contractor shall, according to Customer's choosing, repair the goods or replace them in exchange for the return of the defected goods (swap). Contractor shall not be liable for damages from defects caused by improper use, storage, transport. The above described guarantee shall only be valid in cases when the earlier delivered goods are returned to Customer in their original and unharmed packaging. Contractor will not accept goods with damaged packaging or which have been partially or completely used, utilised, consumed. These goods cannot be a subject of enforcement of claims arising from guarantees. Contractor subjects defective and complained goods to laboratory testing, of which it draws up minutes.

12.2. Claims for damages: The parties exclude the enforcement of Customer's further damage claims if not forbidden by law. However in spite of such provision, Customer is entitled to enforce its claim for damages in connection with its justified claim for damages based on Contractor's intentional or grossly negligent breach of contractual obligations. The exclusion in particular includes claims for such consequential damages as the loss of production or profit.

12.3. It shall not be considered as a default in performance and Contractor shall not be liable for any damages, if Contractor notifies Customer in the order confirmation of the fact that the ordered goods are not available in stock and also informs Customer about the expected date of delivery.

12.4. Contractor declares that all of its goods and products have the necessary certificates, approvals and testing minutes as well as results according to the relevant laws. The components of the products have been indicated on the label of the product pursuant to the relevant regulations. Customer is obliged to make sure and to verify the composition and the possible allergenic effects of the products, as Contractor shall not be liable for any allergic reactions or any consequences thereof in case of hypersensitivity to the products components.

12.5 The conditions for the products' storage are available on both the website and on a separate information sheet as well, therefore Contractor shall not be liable for any consequences or loss of quality of the products due to their improper storage.

12.6. No complaint shall be submitted in connection with the changes in consistency-, smell-, colour due to improper use, storage or due to not adhering to hygienic rules of the goods and products sold or manufactured by Contractor.

### **13. Consumer's rescission of the Contract**

Customer -if considered to be a consumer-, is entitled to rescind from the contract within a period of 14 business days, in which case customer is obliged to fully return the ordered product to the deliverer. **Pursuant to the provisions of Governmental Decree 44/2014 on distance contracts, the costs of returning the goods are borne by Customer.** The Deliverer shall return the price of the goods to the Customer within 30 days from their receipt. The 14 business day period open for rescission begins with the day of the receipt of the package by Customer.

Costs of delivery for the return of the ordered goods in connection with exercising its right of rescission shall be borne by the Customer. The Deliverer is entitled to claim damages arising from the improper use of the goods.

Consumer may not exercise its rights of rescission in the cases defined in Section 5 of the Governmental Decree.

### **14. Complaint management, other possibilities for the enforcement of rights**

#### **14.1. Guarantee claims**

In case of guarantee claims, the Contractor shall inspect the product on an appointment previously agreed with Contractor's customer service, and shall record the minutes in case of a consumer complaint.

#### **14.2. Handing complaints**

Consumer may submit its consumer complaints with regards to the products or the activities of the Contractor on the following contact details:

- Address of the office for customer service: 2030 Érd, Balatoni utca 66.
- Opening hours of the customer service: during previously agreed periods
- Telephone: +36 23 399 624 ,+36 20 353 2345
- Internet address: [www.kaviczky.hu](http://www.kaviczky.hu)
- E-mail: [kaviczky@kaviczky.hu](mailto:kaviczky@kaviczky.hu)

Contractor shall endeavour to carry out any repairs or replacements within a maximum of 15 days. If the consumer does not agree on the handling of the complaint, or the investigation of the complaint is not possible, the Contractor shall immediately draw up the minutes of the complaint and its position in connection thereto, and shall hand over or send a copy of these minutes to Customer. Contractor shall draw up the minutes of the submitted claims of the consumers and shall take over the product in exchange for an acknowledgement receipt in case of a guarantee claim.

#### **14.3. Other possibilities on the enforcement of claims**

If the possible legal dispute between consumer and Contractor is not settled during prior negotiations, consumer is entitled to enforce its claims through the following possibilities:

- Filing a complaint with the national consumer protection agency. If the consumer notices the violation of its consumer rights, he is entitled to file a complaint with the competent consumer protection authority according to its place of permanent residence. After assessing the complaint, the authority renders its decision on whether or not to conduct a consumer protection procedure.

- Conciliation panel: With regards to the quality and safety of the goods as well as with the application of rules of product liability, also in connection with amicable and out-of-court settlement of any consumer legal dispute arising from the conclusion and completion of the consumer contract, the consumer may initiate consumer protection proceedings at the competent conciliation panel according to its place of residence operating next to the regional chamber of commerce.

Contact details of **Conciliation Panel operating next to the Chamber of Commerce for Pest County and Érd** :

- Address: 1119 Budapest, Etele út 59-61. II. em. 240.
- Telephone - and fax number: (+36-1) 269-0703
- E-mail address: pmbekelteto@pmkik.hu
- website: www.panaszrendezes.hu

**Judicial proceedings:** Client is entitled to pursue its claims arising from consumer protection matters in a civil court procedure based on the provisions of Act V of 2013 on the Civil Code and Act III of 1952 on Civil law procedure.

In consumer protection administrative proceedings government agencies of the capital districts and counties shall act as the competent authorities on the first instance and the National Consumer Protection Agency shall act as the second instance with national competence. The competence of the authorities can be established via the residence of the consumer, the registered seat, business site of the undertaking and also by the place of the relevant violation.

## **15. Data protection**

Our Privacy Policy can be found at our website [www.kaviczky.hu](http://www.kaviczky.hu).

## **16. Intellectual Property**

Pursuant to Section 1 (1) of Act LXXVI of 1999 on copyright (hereinafter Szjt.) the website is considered to be copyrighted work, and therefore all parts of this website shall be protected by copyright. According to Section 16 (1) of the copyright act it is prohibited to use or to apply the graphic or software solutions or any other material or programed content found on the website without obtaining prior explicit permission or to use any such application that allows for modifications to any part or the whole website itself. Any materials from the website or its databases may only be taken over with the prior explicit written consent of Kaviczky-Prémium Kft., but even so, the source of these displayed materials has to be displayed and the website of Kaviczky-Prémium Kft. has to be properly referenced as well.

## **17. The operation of digital data, technical safety measures**

The availability of the servers which provide the data on the website are above 99,9%. The data is stored on multiple hard drives with RAID technology. If any of the hard drives are damaged, the system still remains operational with the use of the other hard drives. The full data is regularly saved, so in case of any technical difficulties the original data can be restored.

## **18. The ability of the digital data to co-operate with hardware and software**

Data displayed on the website is stored in MSSQL and MySQL databases. Sensitive data is stored in an encrypted format with appropriate strength, for encryption we use processors with built-in hardware support.

## **19. Information regarding the substantial properties of the products**

We display information regarding the substantial properties of our products sold on our website at the description found next to the individual products. Details found on the products page are for information purposes only. Sometimes the displayed images are only illustrations; colours not always match the colour of the product in real life!

## **20. Rectification of errors made during data input – Liability for the provided data**

During ordering the Customer, has the opportunity to rectify the data recorded by Contractor before finalising the order. We would like to draw your attention to the fact that Customer is liable for the correct recording of its own data, as invoicing and delivery of the products will be done using the data provided by Customer.

By submitting its order Customer acknowledges the fact that Contractor is entitled to hold Customer liable for any damage or costs arising from erroneous recording of, or inaccurately provided data. Contractor excludes its liability for completion based on inaccurately recorded data. We would like to draw your attention to the fact that by providing an incorrect e-mail address or due to providing an account with a full storage may result in the failure of delivery of the order confirmation and may prevent the conclusion of the contract.

## **21. Procedure in case of incorrect price**

It may happen that an incorrect price is displayed on the website. A price is considered to be incorrect when it deviates from the products commonly known price which is substantially different from the commonly accepted or estimated price of the product, which might have been caused as a result of a system malfunction or typo. In the case of an incorrect price, the Contractor shall not accept the incorrect price and is not obliged to sell the product on the incorrect price. In cases of offers made based on an incorrect price the Contracts shall be deemed as if they had not been concluded by the parties. If the Customer makes an offer based on the incorrect price, the system will automatically confirm the order, but this shall not constitute an acceptance of the offer by Contractor. In the case of offers made by Customer based on incorrect prices (order), Contractors colleagues shall notify Customer about the correct price through the electronic order confirmation –not automatic- (second

(2) confirmation) and may offer to conclude the contract on the correct price. The Customer is not obliged to make an offer or to conclude a contract based on the correct price provided by the Contractor instead of the incorrect one. In this case, no contract shall be concluded between the parties.

Information displayed on the website shall not be considered as offers of the Contractor to conclude a contract. In cases of offers under the effect of this GTC the Customer shall be deemed as offeror and the contract shall be concluded by accepting the offer made by Customer through the website according to the provision of the GTC.

## **22. Miscellaneous**

If any provision of the GTC is defective or invalid, this shall not affect the validity of the provisions of the rest of the contract, and the invalid or defective parts shall be replaced by applicable and valid provisions of the contract.

**Contractor does not have a Code of Conduct according to the act on the prohibition of unfair business conduct.**

## **23. Governing law**

23.1. Regarding questions not regulated in this General Terms and Conditions the provisions of the Price offer, the Provisions of the Customer and the prevailing laws –in particular the Civil Code- shall be applicable.

23.2. In case of any legal disputes arising from this Contract the contracting parties undertake to submit themselves to the exclusive competence of the competent municipal (district) or regional (capital) court according to the registered seat of Contractor depending on the subject of the relevant dispute.

23.3. . Current General Terms and Conditions shall stay in effect until the new General Terms and Conditions issued by the Contractor enter into effect.

## **24. Closing provisions**

24.1. The current agreement shall only be valid together with the electronic contract concluded by and between Customer and Contractor (the submission of the order and confirmation thereof) available at Contractor's website ([www.kaviczky.hu](http://www.kaviczky.hu)) or in the case of an individual contract, together with an offer and the confirmation in writing thereof (email, fax, mail).

The document „**detailed information on the purchase process**” shall be considered to be an inseparable part of the current GTC.

Place and Date: Érd, 1 October 2015.

**Kaviczky-Prémium Kft.**

## **DETAILED INFORMATION ON THE PURCHASE PROCESS**

**May only be interpreted together with the GTC!**

### **Selection of the product**

The Customer can select the desired product line and within that the individual products by clicking on the product categories displayed on the website. By clicking on the individual products the Customer will find the picture, item number, description and price of the product. When ordering, the Customer has to pay the price displayed on the website. Contractor indicates the products with illustrated pictures. Accessories and decorations are not part of the product, except when expressly pointed out in the product description. We reserve the right to change the size, texture, structure of the products; the prices are for information purposes only. We would like to draw the Customer's attention to the fact that Contractor shall not responsibility for any typos or incorrect data.

### **Placing products in the basket**

After selecting the product, you can place –any number of products- the products in the basket by clicking the „**Kosár**” (Basket) button. You can place as many products in the basket as you would like without any obligations of payment, as placing products in the basket is not considered to be an offer.

We suggest that you place the products in the basket even if you are not sure whether you would like to purchase the given product, as with this it only takes a click of a button to overview which are the products selected by you at the moment and you can view and compare them on one screen. The content of your Basket can be freely modified up until the finalisation of the order – until clicking the „**Finalisation of the order**” (Rendelés véglegesítése) button-, you can remove and add products as you like, the desired amount of the products can be also freely adjusted.

If you place the selected products in the Basket the amount of products placed in the Basket will appear in the header. If you do not wish to select any more products, then please click on the „Tovább >>” (Next) button! If you wish to view the selected product again, or you would like to place another product in the Basket, then please click the „Tovább nézelődöm” (Back to browsing) button!

### **Viewing the contents of your Basket**

While using the website you can check the contents of your Basket anytime by clicking the „**Basket**” (**Kosár**) icon on the top of the website. Here you can remove products from your basket and change the amount of the products. The system will display the information according to the data you have provided, including the purchase price and the cost of delivery of the products.

If you do not wish to select and place any more products in the basket, then you can continue shopping by clicking the „Tovább >>” (Next) button.

## **Entering customer data**

The method of payment and receipt as well as the delivery and billing address can be entered after pressing the „Tovább >>” (Next) button. In the „**Számlázási cím**” (Billing address) text box you can specify your full name, address and telephone number. In the „**Szállítási cím**” (Delivery address) the system automatically stores your data entered at „Számlázási információ” (Billing information). If you would like to ask for a delivery to a different address, please specify the desired details. You can provide further information of your choice in the text box „**Megjegyzés a futárnak**” (Notes for the courier).

## **Overview of the order**

After filling out the text boxes specified in the previous point, you can continue with the ordering process by clicking the button „Rendelés áttekintése” (Overview of the order) or by clicking the „Mégsem” (Cancel) button you can delete/correct the data already entered and navigate back to the Basket's content. By clicking the „Rendelés áttekintése” button you will arrive at the page „Rendelés áttekintése”. Here you can see the summarised data you provided earlier, such as the contents of your Basket, the user, billing and delivery data and the amount to be paid (you will not be able to change these data here, only if you click the „Vissza” (Back) button)

## **The finalisation of the order (offer)**

If you have made sure that the content of the Basket corresponds to the products you wish to order and that your data is entered correctly, you close your order by clicking the "Rendelés véglegesítése" (Finalisation of the order) button (this constitutes an offer). By clicking the "Rendelés véglegesítése" button you expressly acknowledge that your offer shall be deemed as made and your declaration entails a payment obligation.

## **The processing of the order**

Processing of the order is done continuously in two stages. You can submit your order at any time. First you will receive an automated confirmation, and then one of the Contractor's colleagues will confirm the order. If the order has been submitted after regular working hours, it will be processed on the next working day. If the Contractor does not confirm your order in accordance with this general terms and conditions, your offer will only be binding for 48 hours.

## **Automated confirmation e-mail**

After you have submitted your order you will receive an e-mail from the Contractor on the e-mail specified by you earlier. This reply will be an automated e-mail which records the fact that your order has arrived through the website, however this confirmation shall not be deemed as an acceptance of your offer. If you notice that the automated confirmation e-mail contains incorrect data (e.g.: name, delivery address, telephone number), then you are obliged to notify us immediately –together with providing us with the correct data- of this fact by way of e-mail.

If you do not receive an automated confirmation e-mail within 24 hours from the order, then we ask you to contact us, because it is possible that due to technical issues, your order has not arrived to our system.

### **Conclusion of the contract, the acceptance of the offer by Contractor**

The Contractor shall confirm your offer by way of a second –non automated- e-mail following the day of the submission of your offer (GTC 5.2). The Contract is concluded with the acceptance of your offer by Contractor. It may happen that the product you have selected is out of stock. The anticipated deadline for delivery or the fact that the selected product is available in our stock is always indicated in our second confirmation e-mail for every order. This means that the date of completion may vary based on the availability of the product of which we will always inform you in our second confirmation e-mail and based on which you will have the chance to decide whether or not you find this deadline acceptable. If you can not accept the deadline and you notify Contractor about this fact within 48 hours from the time of receipt of the second confirmation e-mail sent by Contractor in your e-mail inbox, then the contract shall not be concluded, and you shall not be obligations to pay the purchase price and Contractor shall not be obliged to deliver the goods.

### **The conditions and methods of payment:**

#### **The summary of your payment obligations**

The summary of the order and the second (2.) confirmation e-mail shall contain all your payment obligations. The package shall contain the invoice and the summary of the order.

#### **Payment methods:**

##### **Cash on delivery**

You can choose to pay the price and delivery costs of the goods to the courier in cash simultaneously together with the receipt of the goods.

##### **Payment through credit card**

You have the possibility to pay the purchase price of the products by way of credit card on the encrypted website of the bank, through the PayU service.

##### **Advance payment, bank account number**

You can also pay the price of the products by wire transfer to the following bank account number: 11600006-00000000-50143908

#### **Receipt of the ordered products:**

##### **Home delivery:**

Products displayed on the website can be taken-over by home delivery.

### **Delivery costs:**

Costs of delivery are indicated at the time of the order. Home delivery is performed by courier service or by Magyar Posta Zrt. or other postal service provider. The Contractor provides your details to the deliverer. With accepting our privacy policy you expressly consent, that Contractor provides the deliverer with your personal data necessary for the delivery.

### **The presumption of the entitlement for receipt**

The Contractor presumes, that the person appointed by you for the takeover of the delivered products are also entitled to make the necessary legal statements in connection with the handover-takeover of the products.

### **The schedules for qualitative and quantitative objections**

You are obliged to make your objections regarding the quality and the quantity of the ordered goods at the time of receipt which can be noticed by way of inspection and shall also compare the delivered goods with the ones listed on the invoice and shall note any discrepancies thereof.

Please note that the package should be inspected in front of the courier and the courier shall be asked to draw up minutes in case any damage has occurred. We cannot accept any complaints that are post-delivery and without any minutes.

If you have not made a complaint during the handover-takeover the items on the invoice shall be considered as fully delivered and handed over.

After the handover-takeover you are only allowed to make quality objections regarding the defects not noticeable by inspection (hidden defects) during the mandatory guarantee – and warranty period.

You are not entitled to deny the takeover –and on the same basis- the payment of the price of the product in case of a non-substantial deficit that does not hinder the intended use of the product

Please note that in order to certify their conditions at the time of their return we always create photos and/or videos of the returned products.

### **Period of completion**

The standard period of completion of the order is a maximum of 14 days from the second (2.) order confirmation, and –if the Contractor exercises this right- from the crediting of the advance payment on Contractor’s bank account. This period of delivery is for information purposes only, any differences thereof shall be indicated by e-mail. **With the acceptance of this general terms and conditions you expressly acknowledge that the Contractor shall**

**expressly exclude all its liability for damages arising from exceeding the specified time of delivery.**

### **Reservation of rights**

It may occur that the production of individual products included on our website may cease. With regards to this, we reserve the right to partially or completely decline orders that have already been confirmed. Partial performance may only take place after the reconciliation with you. In case of advance payments, the purchase price shall be reimbursed to you within 5 business days.

Regarding any questions not regulated in this „**detailed information on the purchase process**” the General Terms and Conditions shall be applicable.

### **Other**

This General Terms and Conditions shall be governed by the laws of Hungary.

This General Terms and Conditions has been prepared in both Hungarian and English languages, in case of any discrepancies between the two versions, the Hungarian version shall apply.

Érd, 1 October 2015

Kaviczky-Prémium Kft.