

## General terms and conditions

If you want to be customer or active user of our zoldmami.hu online shop, please read carefully our General Terms and Conditions and please resort to our services only if you agree with all of its clauses, and consider it as binding on yourself. This document is not going to be registered, it will be concluded only in electronic form, it cannot be retrieved later, it does not refer to the code of conduct. In case you have questions regarding the operation, ordering and delivery process of the online shop we are at your service on our given contact details! The GTC can be downloaded from the following link:

<https://zoldmami.hu/gtc.pdf>

## Service Provider:

The zoldmami.hu online shop is operated by Bio-Tech Distributions Kft (hereinafter referred to as: "Service Provider").

Company name: Bio-Tech Distributions Kft.  
Authorised representative: Orsolya Palotás  
Registered seat: 2220 Vecsés, Dózsa György út 86.  
Postal address: HU-2221 Vecsés P.O. Box. 95  
Tax No.: 23076158-2-13  
Company registration No.: Cg. 13-09-149149  
Incorporated by: Company Registry Court of Buda Environs District Court  
Bank Account No.: 18400010-03759313-40100013  
IBAN: HU95184000100375931340100013  
SWIFT / BIC: OBKLHUHB  
Phone: +36 70 947 38 97  
Fax: +36 29 700 447  
E-mail address: po@btd.hu, info@btd.hu  
Data protection Registration No: NAIH-76318/2014.  
License No.: 1711/2014

## Hosting service provider

*3 in 1 Hosting Bt.*

<https://megacp.com>.

Registered seat: 2310 Szigetszentmiklós, Forrás u. 12. III/11  
Postal address: 2310 Szigetszentmiklós, Szivárvány u. 1. fszt. 1.  
Tax No.: 22206118-2-13  
EU Tax No.: HU22206118  
Company Registration No.: 13-06-055290  
Statistical No.: 22206118-6209-212-13  
fax (only fax!!!): +36/24/998-626

## Using the services

Placing orders in the zoldmami.hu online shop is only possible online, via the internet on the zoldmami.hu web address. The Service Provider sends the information concerning the orders to the Purchasers also online. Purchasing is possible with our without registration. The delivery and payment method is to be chosen after adding the item to the cart. By clicking on the „Order,, button the Purchaser makes an offer to which we send an automatic confirmation within 48 hours as of the order. The confirmation always contains the chosen delivery and payment method, the value of the order, the delivery conditions, the name of the product and the number of items and the details of the Purchaser respectively. If the confirmation – including the order details – does not arrive, the consumer will be exempted from his/her binding offer.

Before placing an order the Purchaser may amend the details entered upon registration by overwriting and saving the amended details. The language of the contract is Hungarian. The order will be deemed as a contract concluded on the Internet but not signed, the content of which is be filed and archived and it can be subsequently accessed and retrieved. The registration number is always the identification number of the order. The prices on zoldmami.hu page are in Hungarian Forints and include the VAT.

The Service Provider uses its best effort to deliver the products ordered by the buyers within the deadline specified in the order form. If the ordered product is not available the Service Provider immediately notifies the buyer on this and transfers back the eventual consideration prepaid on the Internet within 14 days at the latest from the notice. The Purchaser will not incur any costs relating to the repayment.

## Right of withdrawal

Pursuant to Government Decree No. 45/2014 (II.26) the User may withdraw from the purchase without giving any reasons within 14 days following the delivery (receipt of the product). The buyer may exercise his/her right of withdrawal by a clear statement or by using the statement template set forth in the Annex No.: 2 attached to the Government Decree No. 45/2014 (II.26)

The Purchaser may also exercise the right of withdrawal between the date of the conclusion of the contract and the day of receiving the product as well

In case of delivery the date of the receipt (receiving the product) is the date when the product is received from the courier. This may be certified by the receipt received from the courier. These may be certified by the receipts of the delivery points / invoices or by the receipt received from the courier. The personal delivery does not exclude the enforcement of the right of withdrawal.

Please return the product on your own expense to the address of the Service Provider (Bio-Tech Distributions Kft. 2221 Vecsés P.O. Box 95.) and we will reimburse you the purchase price of the returned product(s) and the additional costs, if any, immediately but within 14 days of the return of the product(s). We will reimburse the delivery fee in case of a withdrawal from the entire order. In case of a withdrawal, the buyer will only bear the cost of the return. We will reimburse the purchase price of the products and the costs of the return (respectively the amount paid by the buyer as a consideration) only if the buyer has returned the product(s) or has proven beyond doubt that it has returned it within 14 days as of the notice on the intent to exercise his/her right of withdrawal: of the two dates we will take in consideration whichever is sooner.

In the course of reimbursement, we apply the same payment method as the one applied in the original transaction, except when the Purchaser gives his explicit consent to the application of another payment method. In case of using another payment method, Purchaser will not bear any additional costs thereof.

We will not take over parcels returned by cash on delivery.

The Purchaser is not entitled to exercise his/her right of withdrawal in the cases stipulated in article 29 of the Government Decree No. 45/2014 (II.26) especially:

1. in case of a not prefabricated product, that has been produced at the instruction or explicit request of the buyer or a product that has been clearly customized to the needs of the buyer (e.g. photo album, etchwork);
2. in respect of perishable products or products with a short expiry term;
3. in respect of products with sealed packing, that cannot be returned after their opening and following the receipt, due to health protection or sanitary reasons;
4. in respect of products that are inseparably mixed with other products due to their nature following their receipt;

5. in respect of the sale and purchase of the audio or video recordings with sealed packing or copy of computer software, where the consumer has already opened the packaging following receipt;
6. in respect of newspapers, magazines, and periodical journals (except for subscription contracts);
7. in respect of digital data content not provided on material data carrier, in case the Service Provider has commenced the performance based on the explicit, prior request of the buyer, and the buyer, simultaneously with the consent, declared that he had acknowledged that after the commencement of the performance she / he would lose the right of withdrawal or termination.

Service Provider is entitled to claim damages arising out of or in connection with the misuse of the product.

## Termination right

If the Purchaser concluded a contract on the provisions of services in our online shop, instead of a right of withdrawal she / he is entitled to terminate the contract. She / he is entitled to exercise her/his termination right within 14 days as of the conclusion of the contract. In case of contract on the provisions of services the termination right cannot be exercised following the performance of the services in their entirety, if the Service Provider has commenced the performance of the services with the consumer's explicit, prior consent and the consumer has acknowledged that upon the performance of the services in their entirety she / he will lose her / his termination right.

## Warranty, guarantee

Pursuant to the provisions of Act V. of 2013 on the Civil Code, in case the products ordered are defective the Purchaser may enforce warranty for defects (in Hungarian: *szavatosság*) claims against the Service Provider. In course of enforcing the warranty claim the Purchaser may request either repair or replacement, unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the Service Provider. If the Purchaser did or could not request the repair or the replacement of the defective product, it may request a commensurate reduction in the price, repair the product himself or have it repaired at the Service Provider's expense or to withdraw from the contract if the Service Provider refuses or is unable to repair or replace the product or if the repair or the replacement no longer serves the Purchaser's interest. The burden of proof in respect of lapse of interest lies with the Purchaser. There is no right of withdrawal in case of insignificant defects. The Purchaser is entitled to switch from warranty right he has selected to another. The costs of switch-over are covered by the Purchaser, unless it was made necessary by the Service Provider's conduct or for other material reason. Purchaser is obliged to notify the Service Provider of any defect without delay but in all cases within a preclusive period of 2 months from the date of discovering the defect. Purchaser may not enforce his / her warranty claims after the lapse of the 2 years period of limitation as of the performance of the contract. Within 6 months as of the performance, the enforcement of the warranty claims will only be conditioned to reporting the defect and presenting / sending the invoice or a copy of it. After the lapse of 6 months as of the performance Purchaser has to prove that the defect has existed at the time of the performance.

Instead of warranty the Purchaser may also enforce product guarantee (in Hungarian: *termékszavatosság*) rights against the manufacturer or the dealer. In case of a product guarantee the Purchaser may only request the replacement (repair) of the defective product. A product shall be deemed defective if it does not meet the quality requirements in effect at the time of placing the product on the market, or it does not meet the specifications provided by the manufacturer. In this case the burden of proving that the product is defective lies with the Purchaser. The product guarantee can be enforced within two years effective from the date of placing the product on the market by the manufacturer. The manufacturer / dealer will only be relieved from its the product guarantee obligation if able to prove that he manufactured or placed the product on the market in the course of operations other than in the course of its business activity or for purposes relating to his profession; the state of scientific and technical knowledge at the time when he put the product into circulation was not such as to enable the existence of a defect to be discovered; or the defect in the product

was caused by the application of a regulation or a regulatory provision prescribed by the authorities. The manufacturer / dealer has to prove only one reason to be exempted.

The warranty and product guarantee claims cannot be enforced simultaneously, in parallel with each other.

In case of the durable consumer's goods listed in the annex to Government Decree No. 151/2003 (IX.22) the Purchaser may enforce commercial guarantee rights (in Hungarian: *jótállás*) provided that the Purchaser qualifies as a consumer under the Government Decree. The Service Provider will only be released from its commercial guarantee obligation if he is able to prove that the cause of the defect occurred after performance. The Purchaser can enforce the commercial guarantee claim in the same way as in the case of the warranty, provided that in case of replacement claim demanded within 3 working days we will replace (if available on stock in Service Provider's shop or warehouse) the product if the defect hinders the appropriate use, furthermore, we will try – in case of a notice served after these 3 working days – to have the product repaired or replaced within 15 days. Purchaser may claim repair directly at the warranty support shop (repair workshop) specified on the guarantee letter. In respect of the same defect Purchaser cannot enforce both commercial guarantee and product guarantee claims at the same time. Nevertheless, the Purchaser is entitled to the rights resulting from the commercial guarantee regardless of the product guarantee and warranty rights.

## Contracts between Purchaser and Service Provider

Service Provider will use its best efforts to have the details show on its online shop sites (price of the products, availability, description etc.) as accurate as possible. The price of 0 or 1 HUF caused by obvious mistakes or system failure does not qualify as a request for offer. The gift products offered within discounts are exceptions to the aforementioned. The photos displayed next to the products are merely illustration, in all cases the specifications of the product are specified in the product description. Service Provider will be liable for the eventual mistakes in accordance with the provisions of the Government Decree No. 45/2014 (II.26) and the Civil Code.

## PAYMENT AND SHIPMENT

### PAYMENT

#### *How to order*

1. Add the items you wish to buy into your cart then click on the „Cash-desk” button situated in the middle of the menu bar on the top of the page.
2. You may alter the quantity of each item in „Cart content” within the „Cart” menu item.
3. After filling in the shipment details please choose the shipment method.
4. In case of delivery, complete and check the shipment address in the „Shipment details” menu item. If the invoicing details differ from the shipment details, You have to change it here.
  - a. Our system automatically offers you the parameters and details given in course of the first order. You may, of course, change any of Your data by selecting the „Give new address” radio button.
  - b. You may send further information or comments concerning the shipment and delivery to our colleagues and our courier service here.
5. Then we summarize the details of the order which includes the products you have chosen, the payable total amount, the shipment deadline, the accepted discounts, and the delivery and payment method respectively.

You may track the status of your order on our site under the „My orders” menu item.

Our system sends an automatic confirmation of Your order within 48 hours. If the confirmation does not arrive, You are exempted from your binding offer.

### *Payment on delivery*

This payment method is available only in case of goods delivered by GLS courier. In this case you may pay your order upon delivery only in cash. The courier service cannot accept credit cards and gift cards.

### *Payment by bank transfer in advance*

You may also pay by bank transfer in advance in case of a delivery by GLS courier.

If you choose as a payment method the payment by bank transfer in advance in course of the ordering, please transfer the entire total amount (including the delivery fee, if any) to the Service Provider's following bank account:

Bio-Tech Distributions Kft.

Bank: Oberbank

Bank account No.: 18400010-03759313-40100013

Please insert the order identification number contained by our confirmation letter into the narrative of the bank transfer. You will find the final invoice summarizing the transaction packaged together with the product.

### *PayPal™ payment*

You may also pay by PayPal™ payment in case of a delivery by GLS courier.

What is PayPal™? PayPal™ is the safest online payment method!

PayPal™ is a financial institution providing cash-free money circulation solutions, that specialized itself in e-commerce. PayPal™ maintains an electronic account for its clients. Users can add money to their PayPal™ account by credit card payment, bank transfer or collection order from their personal or business bank account. There is no need to provide or forward confidential credit card or bank account details during the online shopping, instead it is suffice to give you PayPal user name and password to perform the payment. Easy, fast, safe, popular, cheap, useful and widespread.

### *How a payment is made?*

When you would like to pay for the product(s) selected in our web shop, in the last stage of the payment process we redirect you to the site of PayPal™ where you have two options:

If you already have a PayPal™ account You just have to login in with your PayPal™ username (this is your email address) and password, then, after checking the payment details, you have to approve the payment.

If you do not have a PayPal™ account, first you have to create one. Upon creating a PayPal™ account, in addition to some basic data, you have to provide the details of you embossed bank card! If you are interested on how a PayPal™ user account can be created, click on [www.paypal.com](http://www.paypal.com) site.

Upon creating a PayPal™ account You may safely give your bank card details as PayPal™ will only charge your bank account linked to the bank card if your PayPal balance does not cover the payment of the desired service.

## SHIPMENT

### Shipment terms

The price shown next to the items is the purchase price of that item that includes the value added tax as well. The purchase prices shown next to the products will surely not change in the period between placing the order and the delivery of the item, therefore You will pay the price shown on the page when placing the order.

## Domestic shipment

The products ordered are delivered by GLS General Logistics Systems Hungary Csomag-Logisztikai Kft. (Customer service:+36 1 802 0265). The delivery fee depending on the value of the products purchased:

The costs of delivery are established in all cases based on the quantity of the item delivered.

In case of a domestic shipment you may choose between cash payment on deliver, prepayment by bank transfer and PayPal™.

If you wish to add further remarks or clarifications concerning the time of delivery, you may do so in the comments box of the ordering form.

## International shipment

In case of a request for shipment abroad please you send your enquiry to the po@btd.hu address!

## INFORMATION ON DATA MANAGEMENT

### 1. Data management on zoldmami.hu site

Pursuant to Section 5(1) a) of Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (hereinafter: Information Act) the data management is carried out based on the User's voluntary consent as well as the provisions of Act CVIII of 2001 on certain issues of electronic commerce activities and information society services. By using the homepage, by registering or by giving the specific data voluntarily, the User gives his/her consent to the management of the specific data.

We store in our Server Log only such information that are provided to us by your browser. These information are the followings:

type and version of your browser, the system used, referer URL (the URL of the previously visited site), the host name of the accessing computer (IP address), the true time of the server.

These data will not be stored in a way to relate to a person. We will not add these data to other data sources.

Upon the end of the visit, Your IP address will be immediately deleted from the zoldmami.hu site.

According to the Information Act and the Civil Code (Act V. of 2013) the User may enforce his/her rights in front of the court or may refer to the Hungarian National Authority for Data Protection and Freedom of Information (1125 Budapest, Szilágyi Erzsébet fasor 22/c.; <http://www.naih.hu/>).

### 2. Data controller

The data controller is Bio-Tech Distributions Kft.

The data management has been registered in the data protection register under No. NAIH-76318/2014. – "web page operation, sending newsletter, data management operation for marketing purposes" – in accordance with Section 68(6) of the of Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (hereinafter: Information Act).

### 3. The use of the data

In course of processing Your data we continuously observe the provisions of the relevant laws.

If You have the possibility to give Your personal data in our web shop, we kindly ask you, to verify as well, which data You wish to share with us. We have marked separately those fields, which we unconditionally need in order to process your order or inquiry; filling these fields is definitively required.

Filling the fields, others than those aforementioned, is voluntary/optional, we will use these data to optimise our online offer and in certain cases for statistical purposes.

In addition – in case of Your separate consent – we may use Your data for our marketing purposes. We send letters containing commercials or advertisements (newsletters) to the electronic addresses given upon the registration only with Your explicit consent, in the cases and in the manner set forth by the statutory

provisions.

Within this framework we pay attention to give You offers that satisfy your demand to the largest extent possible. In this context, we would like to inform you that we may approach our registered buyers with questionnaires as we are always eager to know your opinion on our product range. You may anytime object to the use of Your data by sending a short, written message to any of the contact details specified below.

## 4. The term of the data management

The data management of the mandatory personal data provided at the registration commences upon the registration and lasts until the deletion of the registration. In case of not mandatory data the data management commences upon the provision of the data and lasts also until the deletion of the registration. The deletion of the registration by the User or the Service Provider may take place anytime.

The system of zoldmami.hu stores the user data recorded in the Server Log for 185 days in case of a purchase without registration and for two years in case of a registered purchase.

The provisions above do not affect the compliance with the safeguard obligation set forth in the laws (e.g. accounting laws) and the data management based on the consent given upon the registration or any other consent.

## 5. Data transfer

The Bio-Tech Distributions Kft., and the employees of Bio-Tech Distributions Kft. are primarily entitled to get acquainted with the data, nevertheless they do not disclose them, they do not transfer them to third parties.

The transfer of the personal data may take place only in the mandatory cases specified in the laws or based on Your consent.

## 6. Data processing

Bio-Tech Distributions Kft. operates itself the zoldmami.hu online shop. If required for processing the order or in relation to the supply of our own range of products and services, in particular cases and for customer care purposes we transfer Your data to GLS General Logistics Systems Hungary Csomag-Logisztikai Kft.

We have selected our partners after careful preparations and they are obliged to treat the confidential data disclosed to them in course of performing their duties and processing the orders in accordance with the statutory provisions and our data protection standards.