

## GENERAL TERMS AND CONDITIONS

### 1. Operator information

Company name:	TAMAG Nagy- és Kiskereskedelmi Betéti Társaság (TAMAG Wholesale and Retail Commercial Limited Partnership)
Headquarters:	Küküllői utca 10., Vecsés, H-2220 (Hungary)
Tax number:	20028448-2-13
Business Registration No.:	13-06-047790
Registrar of Companies:	Registrar of Companies in Pest Department
E-mail address:	tafedim@tafedim.com
Website:	tafedim.com
Telephone:	+36 (29) 357 342
Language of the document.:	Hungarian

### 2. Range of products and services availables for purchase

Range of products and services sold by the Company:

- products and substances that do not qualify as drugs
- cosmetic products
- nutritional supplements

The items presented in the webshop can be ordered exclusively on-line and can be delivered in accordance with the 'Payment and shipping options'.

The prices displayed on the product pages include the VAT of 27% as prescribed by the law, but they do not include the shipping fees.

### 3. Order information

In order to make a purchase, it is required to establish an account on the Site. The personal information provided by the user during the registration procedure is managed in accordance with the Privacy Policy. By the act of creating an account, the consumer agrees to present General Terms and Conditions and understands the fact that upon purchasing, a contract is being established between the consumer and the Company in coherence with the legislation on distance contracts. Furthermore, by the act of registration, the consumer also agrees with the Terms and Conditions of the courier service company, assigned with the shipping.

### 4. Order handling

Orders are handled between 9.00a.m and 5.00p.m on working days. Orders can be placed at any time, but those arriving beyond these working hours will be handled only on the next workday.

After the consumer placed his order, he will receive an automatically generated confirmation by e-mail to the address attributed to his account.

## 5. Order placement

Orders can be placed with shipping – at the moment – only to the following countries: **Hungary, Great-Britain (England?), Romania, France, Germany, Bulgaria.**

**If you wish to place an order to be shipped to any other country apart from the ones listed above, please make your order by e-mail or by phone.**

- 5.1. You can place the selected item on your shopping list by clicking on the 'Shopping Cart' button. You can place more items into your virtual Shopping Cart in one single shopping procedure. When you are finished with your shopping, you can list your items by clicking on the 'Shopping Cart' or on the 'Checkout' button. At this point, you can still modify your order by changing the quantity of any ordered item, or cancel some or all of them. Then, by clicking on the 'Next' button, the system asks for the personal data regarding the consumer. The personal information provided by the consumer during the procedure of the purchase is managed in accordance with the Privacy Policy.
- 5.2. We kindly ask you to provide accurate, true, complete and current information about yourself as prompted by the Site, because in the lack of these, your order cannot be carried through. If you provide any inaccurate, false, incomplete or unintelligible information, we consider your order cancelled and as such, we are not liable for any loss or damage related to the order or the shipping resulting from your failure to comply with this section.
- 5.3. Following the act of clicking on the button 'Submit order', the consumer will receive an order confirmation by e-mail within the next 24 hours to the address previously submitted, containing the purchased items and their prices.

If you provide any inaccurate, false, incomplete or unintelligible information or we in our sole discretion suspect that such information is inaccurate, false, incomplete or unintelligible, we reserve the right to cancel the data in question as well as all orders placed using them.

An order is considered invalid if it exceeds the maximum shipping weight, or an ordered item is out of stock for the foreseeable future or if an ordered item is purchased on a discounted price while it is not on sale.

## 6. Order and shipping options

Payment for the placed orders can be effectuated exclusively on-line, by card or via PayPal.

The shipping is provided by our affiliated partner, DPD Hungária Ltd., in accordance with its own Terms and Conditions.

The bill and the letter of guarantee is included in the package. We kindly ask you to check your package upon its arrival, before confirming its reception. If you notice any damage on the products, please demand that a report shall be drawn up and do not sign the package's receipt. **Ex-post complaints, submitted without a report are going to be refused!**

If the shipping is impossible due to an error made by the consumer, that is, the consumer cannot be found on the provided address and phone number or if he refuses receiving the package, the fees related to the return of the package will be charged legally on the consumer.

## **7. General conditions of guarantee**

With regard to the Supplier's liability of the warranty and the guaranty for the goods commercialised by them, the provisions of the Government Decree No 117/1999. (II.5.) and of the Civil Code apply.

## **8. Right of withdrawal**

In accordance with the Government Decree No 117/1999. (II.5.) on distance contracts, the consumer has the right to return goods to the supplier within a period of **eight working days** of receipt and to cancel the contract within that period without obligation of justification.

Following the return of an item, our Company will refund the price of the product to the consumer as soon as possible, but at the latest, sometime within the next 30 days, after having deduced the justifiable costs related to the return process of it, which the consumer has to be charged with.

If you decide to return an item, please understand that we will not accept returned packages if they are postaged! In this case, we will always return the package to the Sender.

### **Policy regarding the right of withdrawal**

If you decide to exercise your right of withdrawal, you can notify us about your decision in writing or by phone call using any of our indicated contact options. In case of written notification sent by post, we consider the date of posting as starting date of the procedure. In case of notification by phone, we consider the date of the phone call as starting date of the procedure. If you choose to notify us by postal letter, please think of posting it as a registered mail, in order to be able to prove the date of the posting.

You must return your purchased item by post or by courier service to the address of our Company. It is important to know that the costs related to the return of the product shall be borne by the consumer. If the product is returned as a postaged package, we will not accept it!

Please pay special attention to the proper use of the products, because any damage resulted from their misuse will be charged on you.

Upon arrival of the returned package to our Company, the process of the returned item's opening and checking will be videorecorded. It is necessary in order to avoid any ulterior misunderstanding. (Especially if the returned item is damaged or incomplete, for exemple.)

Following the return of an item, our Company will refund the price of the product to the consumer as soon as possible, but at the latest, sometime within the next 30 days, after having deduced the justifiable costs related to the return process of it, which the consumer has to be charged with.

## **9. Privacy policy**

Personal information will be saved and treated confidentially; it will not be passed on to third parties, with the exception of the case when it is absolutely necessary for the delivery of your order.

With the submit of their order, the consumers agree with their personal information being passed on to DPD Hungária Ltd. (the courier service company).

We may collect personal information that you provide us while you use our website (IP address, duration of your visit etc.), for statistical purposes. This information is only disclosed to authorities and only in legally reasoned and duly justified cases.

In order to access our services, you may need to allow the use of cookies. You have the ability to accept or decline cookies by modifying your browser settings. However, if you disable cookies, some functionalities of our service may not work properly or not work at all.

A cookie is a file sent by the server to the user's terminal, stored on the latter. The cookie does not save personal information.

The data saved during the order process is used by TAMAG Limited Partnership for completing orders. The data on the produced bill about the orders submitted via the website of the webshop is saved and kept with the information provided at the order process for a time period specified in the current provisions of the Act on accountancy.

Personal information collected at the newsletter subscription offered on the website will be saved and treated confidentially by TAMAG Limited Partnership. The possibility for unsubscribing is assured at the bottom of each published newsletter as well as it can be initiated via any other contact option available on the site.

With regard to the treatment of the consumer's personal information, the Service Provider always applies the respective provisions of the **Act LXIII of 1992** on the Protection of Personal Data and the Publicity of Information of Public Interest.

You have the ability to modify or to delete your personal information from the website through your user profile at any moment, or you can ask it in writing by an e-mail sent to the address **tafedim@tafedim.com**.

## **10. Miscellaneous provisions**

By surfing and purchasing on this webshop site, you declare yourself to be aware about the technical and technological limits of the Internet and you accept the possibility of any error related to this technology.

You agree to indemnify, defend and hold harmless the Service Provider from and against all losses, expenses, costs and damages resulting from your use of or contact on the Site. You are solely responsible for the protection of your computer and of any data stored on it.

You acknowledge that all materials on the Site of TAMAG Limited Partnership (www.tafedim.hu; www.tafedim.com), including the Site's design, text, graphics, sounds, pictures, software, information and description concerning our Company, and other files as well as the selection and arrangement thereof, (collectively, "Materials"), are the sole property of TAMAG Limited Partnership and are subject to and protected by copyright and other intellectual property laws and rights and may not be copied or otherwise used, in whole or in part without the prior written authorization of the owner of these rights. Consequently, any unauthorised use of any Materials belonging to the owner of this site is considered an infringement of our intellectual property rights and will be legally pursued as such.

Displaying or running the sites www.tafedim.com or www.tafedim.hu or any information or material displayed on these sites in frames or through similar means like they would appear as parts of

another website is prohibited. Otherwise, any placement of links pointing to our website meets our prior consent.

TAMAG Limited Partnership is within its right to legally pursue any person who commits or tries to commit fraud. TAMAG Limited Partnership is not held responsible for any fraud committed against any of its website users by a third party.

The terms of use contained in this Agreement may change periodically and may be revised at any time and from time to time in sole discretion of TAMAG Limited Partnership by updating this posting. Any changes shall enter into force in the moment of its publication on this website.

The mutual promise by the Contracting Parties is to arbitrate any and all disputes, and to do so on an individual basis, rather than to litigate before the courts or other bodies, provides the mutual consideration for this agreement to arbitrate. If a private agreement is not possible in a controversy, claim or dispute, Contracting Parties agree to subject themselves under the exclusive jurisdiction of the Municipal Court of Monor.

With regard to the points not mentioned in present General Terms and Conditions, the provisions of the Civil Code, of the Government Decree No 117/1999. (II.5.) on distance contracts and of the Act CVIII of 2001 on the electronic commercial services and other services related to the Information society apply.

By the use of this website, as well as by the placement of orders, you agree to the General Terms and Conditions and the Privacy Policy of TAMAG Limited Partnership.

**Annexes:**

Annex M1– Government Decree on distance contracts

## **Annex M1 - Government Decree on distance contracts**

### **Government Decree No 17/1999. (II.5.) on distance contracts**

Based on the delegation in the point e) article 55 of the Act CLV of 1997 on the protection of consumers, the Government has adopted the following Decree:

#### **1. §**

(1) This Decree applies to distance contracts between a professional and a consumer, for the provision of a service or goods. This provision occurs via a distance sale system operated by the professional in such a way that in order to conclude a contract, the professional applies telecommunication channels exclusively (contract achieved between distant parties).

(2) Present Decree applies in the lack of any different rule in other, special legislation applicable on the contract.

(3) This Decree does not apply:

- a)* to contracts on financial services regulated by the Act on contracts of financial services achieved by distance sale;
- b)* to sale via vending machine;
- c)* to contracts with an electronic telecommunication service company by using a public telephone terminal;
- d)* to contracts on construction;
- e)* to contracts on property right's or other rights' purchase, related to real estate;
- f)* to contracts concluded on auctions.

(4) The articles 2-6 and the first paragraph of article 7 do not apply:

- a)* to contracts on regular shippings in regard to food or other daily consumable goods and
- b)* to contracts on services in accomodation, transportation, catering or leisure which are fulfilled in a predetermined time or time period by the professional.

(5) By the interpretation of present Decree, a telecommunication channel is an appropriate means to declare an intention to contract between distant parties. Such means is especially the direct or indirect form, the standard letter, the advertisement published in the media with an order form, the catalog, the telephone, the automatised call center, the broadcasting, the videophone, the videotex (computer station equipped with a screen) with keyboard or touchpad, the electronic mail (e-mail), the telecopier (telefax) and the television.

#### **2. §**

(1) The professional must inform the consumer at an appropriate time before the conclusion of the contract:

- a)* of the company's name and address (postal address of its headquarters or its residence) by appropriate means of identification);
- b)* of the important characteristics of the contract's subject;
- c)* the price or the tarif of the service or goods including the VAT and other compulsory charges as well as each and every related fees, especially the shipping tariffs, carrier service fees or postal delivery fees;
- d)* of other terms and conditions related to the payment, the shipping or the fulfillment of the contract ;
- e)* of the right of withdrawal (articles 4 and 5);

- f)* of the fees related to the use of the telecommunication channel if they are different from the default fees;
- g)* of the time period while the professional is bound to his offer;
- h)* of the contract's minimal duration if its subject is fulfilled in permanence or in regular intervals.

(2) The professional must comply with his obligations clearly, and in an user-friendly and precise way, by a means appropriate to the used telecommunication channel.

(3) If the professional makes his offer by telephone call, he is bound to inform the other party of his company's name (or the person's name), its address (his residence) and telephone number at the beginning of the conversation. Also, the professional must notify the consumer about his intention to enter in contract with them.

### **3. §**

(1) The professional must provide the consumer with the information detailed in points *a)-e)* of paragraph (1) article 2, in writing on paper or by other, durable data media means accessible for the consumer. If the professional did not fulfil his obligation before the conclusion of the contract, he must do so at an appropriate time during the fulfilment period of the contract but at the latest, at the moment of the contracts fulfillment, in exception of the case when the fulfillment is effectuated to a third party.

(2) The written confirmation mentioned in paragraph (1) must include – apart from the information detailed in points *a)-e)* of paragraph (1) article 2 – the following:

- a)* the conditions, the mode and the consequences of exercising the right of withdrawal, including those explained in paragraph 5 of article 4 and in articles 6 and 7 as well as the case when the consumer does not dispose the right of withdrawal, based on article 5;
- b)* the address of the professional's plant, establishment or other working entity where the consumer can submit his claims;
- c)* the condition of a possible warranty and any complementary service that may be taken following the fulfillment (like the supply with spare component parts or a repair assistance service);
- d)* the possibility of terminating the contract if it is permanent or its validity extends the duration of one year.

(3) The paragraphs (1)-(2) do not apply in the case of one-time services fulfilled via telecommunication channel if the price of the service is paid to the telecommunication operator. However, the consumer has to be informed of the professional's address precised in point *b)* paragraph (2) anyway.

(4) By the interpretation of present paragraph, a durable data media is an appropriate means to keep and access specified data by the consumer which are addressed to him, for a time necessary to the purpose of these data.

### **4. §**

(1) The consumer has the right to desist from the contract within a period of **eight working days** without obligation of justification.

(2) The consumer can exercise his right of withdrawal mentioned in paragraph (1)

*a)* in case of contracts about goods: within a period of eight working days of the products receipt – or, if he has not received the written confirmation mentioned in article 3 until that date yet, of its receipt – but at the latest, within three months of the products receipt,

*b)* in case of contracts about services: within a period of eight working days of the date of the contracts conclusion – or, if he has not received the written confirmation mentioned in article 3 until that date yet, of its receipt – but at the latest, within three months of of the date of the contracts conclusion.

(3) If the delivery of the written confirmation mentioned in article 3 is effectuated within three months of the products receipt in the case mentioned in point a) of paragraph (2) or it is effectuated within three months of the date of the contracts conclusion in the case mentioned in point b) of paragraph (2), the consumer does possess the right of withdrawal within eight working days from this date even if there are less than eight working days remaining of the three months of the products receipt or of the three months of the date of the contracts conclusion.

(4) In case of exercising the right of withdrawal in writing, it must be considered as claimed within the valid time limits if the consumer sends his declaration before the deadline.

(5) The professional must refund the amount paid by the consumer as soon as possible but at the latest, within thirty days following the official date of the consumer's withdrawal.

(6) The costs related to the return of the product resulting from the exercise of his right of withdrawal shall be borne by the consumer. Apart from that, the consumer is not charged with other fees. However, the professional may have the right of indemnification based on any damage resulted from the product's misuse.

## **5. §**

In lack of a different agreement between the parties, the consumer does not possess the right of withdrawal

*a)* in case of contracts about services: if the professional has started to fulfill his part of the contract with the consent of the consumer before the deadline of the withdrawal;

*b)* in case of the sale of such goods or of the offer of such services whose price or fee depend on the fluctuation of the financial market, not controllable by the seller;

*c)* in case of the sale of such goods that is related to the person of the consumer, or it is produced by the orders of the consumer or at his request, or it is not refundable or it is degradable by nature;

*d)* in case of contracts on vocal or visual records or computer softwares: if the consumer already opened their package;

*e)* in case of contracts on sale of newspapers, magazines and reviews;

*f)* in case of contracts on gambling.

## **6. §**

(1) If the product's price or the service's fee is partly or entirely covered by a credit granted by the professional [referred in point o) article 2 of the Act CLV of 1997 on the consumer protection], the consumer's exercise of his right of withdrawal also terminates the contract on this consumer credit.

(2) The consumer is not bound to indemnify the professional's damage resulting from the termination of the contract on the consumer credit. Furthermore, the consumer can not be charged with interest or any other fee related to it.

(3) The rules explained in paragraphs (1)-(2) must apply if the product's price or the service's fee is partly or entirely covered by a credit granted by a third party [referred in point III.5 annex 2 of the Act CXII of 1996 on Credit Institutions and Financial Enterprises], provided that the contract on the consumer credit is based on an agreement previously made between the financial institution and the professional. The professional is bound to notify the financial institution about the consumer's withdrawal immediately.

#### **7. §**

(1) . If the parties did not come to an agreement, the professional – at a date clearly ascertainable from the nature of the service or, in default of that, at a date or within a time period determined in the consumer's request or, in default of that, following thirty days at the latest from the order's arrival to the professional – is bound to fulfil the contract.

(2) If the professional does not fulfill the contract because the goods specified in the contract is not available or he is unable to realise the ordered service, he is bound to notify the consumer immediately about this fact and to refund the amount paid by the consumer as soon as possible but at the latest, within thirty days. Satisfying these obligations does not exonerate the professional of any other consequence related to his breach of contract.

(2) If the professional fulfills the contract with substitute goods or service and the right of withdrawal detailed in article 4 is being exercised, the costs related to the return of the goods are charged on the professional. The professional is bound to notify the consumer immediately about the repartition of the costs related to the return, as well as about the fulfillment of the contract by an appropriate substitute of the ordered goods or services.

#### **8. §**

(1) The professional does not have the right to demand any reward from the consumer if the professional provides a product or offers a service not ordered by the consumer beforehand.

(2) In default of any declaration by the consumer, any implicit acceptance of the professional's offer shall not be presumed.

#### **9. §**

(1) In order to use telefax or automated call center as a means to conclude a contract, it is necessary to have the consumer's expressed consent.

(2) If it is not amended differently by any other legislation, in default of any explicit protest by the consumer, the professional may use any telecommunication means allowing a direct relation, not being under the effect of paragraph (1).

#### **10. §**

The professional must prove that he did satisfy his obligation of information determined by the Decree, that he did comply with the rules regarding the deadlines and he does possess the consent of the consumer, specified in article 9.

#### **11. §**

(1) The consumer may not relinquish his right specified in the Decree.

(2) Any derogation from the regulation of the Decree is only allowed if it is effectuated for the good of the consumer.

(3) If the contract affected by the Decree is closely related to another state of the European Economic Area, the choice of a third country legislation's authority in regard to the contract, made by the contracting parties, is considered invalid to the extent of its conflict with the legislation non allowing any difference with the law adapting the Directive 97/7/EK of the European Parliament and Council. In regard to the conflict in question, the beforementioned state's legislation is to apply to the contract, instead of the legislation chosen by the contracting parties.

#### **11/A. §**

In case of any breach of the 2<sup>nd</sup> and 3<sup>rd</sup> articles, the Authority for the consumer's Protection will act in accordance with the legislation specified in Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices.

#### **12. §**

(1) This Decree will come into force on the 1<sup>st</sup> Mars of 1999. Its rules are to apply to the contracts concluded following this date.

(2)

(3) This Decree's purpose is to comply with the Directive No. 97/7/EK of the 20<sup>th</sup> May 1997 of the European Parliament and Council on the protection of consumers, in the case of contracts concluded between distant parties, except for the article 8 of the Directive.

Made on the 20<sup>th</sup> June 2015 in Vecsés (Hungary)