

# GENERAL TERMS AND CONDITIONS

## Contents

1. The Provider .....	2
2. Web host .....	2
3. Relevant laws .....	2
4. How to purchase .....	3
5. Correcting mistakes in the data entered.....	4
6. The product .....	4
7. The purchase price .....	4
8. Delivery and payment conditions.....	5
8.1. Payment.....	5
8.2. Delivery fee.....	6
8.3. Delivery.....	6
8.4. Delivery time .....	7
9. Implied warranty and product warranty.....	7
10. Right of withdrawal.....	9
11. Arbitration Board .....	11
12. Complaint handling .....	12
13. Online Dispute Resolution Platform.....	12
14. Other legal channels.....	12
15. Intellectual property.....	12
16. Data protection .....	13
17. Please note.....	13

This document covers all electronic commerce services that are conducted by the Provider via their electronic product outlet at the website <https://webshop.hlbs.eu> (hereinafter referred to as: "**Website**").

The contract entered into via this document is not a written contract, it is not to be filed, and it is not available for later access. It is going to be deleted in accordance with *Act CVIII. of 2001 on certain aspects of electronic commerce services and information society services* [Section 13/A ]. The language of the contract is Hungarian.

Note that we do not use a code of conduct as put forward by the act on the prohibition of unfair trade practices against consumers.

# GENERAL TERMS AND CONDITIONS

## 1. The Provider

**HLBS s.r.o.**

**seat and mailing address:** Nám. SNP 15, 811 01 Bratislava

**Company Registry ID:** 50 598 724

**Tax ID:** SK2120396762

**Represented by:** Peter Gabriel

**Phone:** +36 (70) 773 0890

**Email:** support@hlbs.eu

**Hungarian branch:**

HLBS s.r.o. Hungarian Branch

2161 Csomád, Kossuth Lajos út 79.

Company Registry ID: 13-17-000217

Tax ID: 26797234241

EU tax ID: HU26797234

Represented by: Peter Gabriel

## 2. Web host

**HLBS Global Marketing Ltd.**

35 Rodney Street

Liverpool L1 9EN

England, United Kingdom

Represented by: Peter Gabriel

email: [support@hlbs.eu](mailto:support@hlbs.eu)

## 3. Relevant laws

**Considering that HLBS s.r.o. is represented by the HLBS s.r.o. Hungarian Branch, with regard to this document, Hungarian Law is applicable.**

Your purchases at the webshop are regulated by the following legislation:

- ✓ *Act V of 2013 on the Civil Code;*
- ✓ *Act CVIII. of 2001 on certain aspects of electronic commerce services and information society services;*
- ✓ *Government Decree No 45/2014 of 26 February 2014 on the detailed rules governing contracts between consumers and companies;*
- ✓ *Act CLXIV of 2005 on trade;*
- ✓ *Government Decree No. 210/2009 of 29 September 2009 on the conditions governing commercial activities;*
- ✓ *NFGM-SZMM joint decree No. 4/2009 of 30 January on the selling price and the unit price of goods, as well as the detailed rules governing displaying service fees.4/2009.*

# GENERAL TERMS AND CONDITIONS

## 4. How to purchase

Purchasing does not require prior registration, but if you register as an HLBS member, it can facilitate future orders and makes you eligible for discounts.

- To select a product, click “add to cart”.
- Afterwards, you can choose to continue shopping and browsing, or to check the chosen products by clicking the shopping cart icon and then clicking “see my cart”. This way, you can see the selected products and their price, and you can adjust their quantity. Here, you have the possibility to empty your cart or to remove items individually.
- As you continue shopping and add new items, the total price of your purchase will be automatically updated.
- To remove items individually, click “Remove from cart”. You can only remove items (by going back to the cart) before you have submitted your order.
- If you are satisfied with the content of your cart and you no longer want to add more products to it, click Checkout to begin finalizing your order.
- On the checkout page, you can fill in a form to provide your delivery and billing details, and you can choose from the delivery methods (Pick Pack Point or home delivery to your doorstep) and the payment methods (Card, Bank transfer, Collect-on-delivery payment, or – for registered members – Weboffice + Mastercard and Visa; Weboffice + bank transfer; Weboffice + collect-on-delivery; Paypal).
- Registered members will see their data pre-filled with the previously provided details, but the billing and payment fields may be modified.

**After selecting a payment method, we kindly ask you to read the following Terms and Conditions as well as the Data Handling Policy. To finish the purchase, check the box to declare that you accept these Terms and Conditions as binding; that you have read and understood the Data Handling Policy; and that you consent to your data being handled as described.**

You can finish your purchase by clicking “Send”. **Please note that finishing the purchase creates an obligation to pay. We will send the receipt for your purchase to the email address you provided.**

After submitting the order, the system of the Provider sends an automatic email to confirm receiving the order. The email contains the order ID number, the name of the selected product(s), the amount to be paid, the selected payment method, and the personal details, billing and delivery address of the Customer. If this confirmation email fails to arrive to the Customer’s address within 48 hours of submitting the order, the Customer’s contractual obligation is unconditionally, automatically void, and the purchase is nullified. The Provider is not responsible for the failure of the confirmation to arrive if the reason of such failure is that the Customer has provided a wrong email address, or their corresponding mailbox is full and thus unable to receive messages.

In case of a bank transfer, the details required for the transfer will also be sent to the Customer by our system via email, as well as displaying it on the confirmation site / screen after a successful order.

In case of collect-on-delivery payment, the purchase price is to be paid upon delivery.

# GENERAL TERMS AND CONDITIONS

**Before submitting your order, please make sure that everything is just as you require. If you happen to have mistakenly ordered something different from what you wanted, or the confirmation email has not arrived, please notify us immediately at [support@hlbs.eu](mailto:support@hlbs.eu).**

The Provider only accepts the order via the website if the Customer fills in all required fields in the ordering form. The Provider takes no responsibility for any delay in delivery or any other issues, faults or potential damages resulting from ordering details incorrectly or imprecisely entered by the Customer.

## **5. Correcting mistakes in the data entered**

Before clicking “Send”, you can always correct any mistakes in the data by returning to the previous page or simply deleting / modifying the selected details or products.

You can always check, modify, or even delete the content of the “Cart”.

In our webshop, it is also possible to register. After login, you can modify the registration details and password any time in the “My account” menu.

If you would like to change anything after submitting your order, please let us know immediately at [support@hlbs.eu](mailto:support@hlbs.eu)

## **6. The product**

You can find important details of the product on its information page available on the website or you can call our colleague to ask for a detailed description. Please note that the images on the information page of the product are for illustration purposes only. They can sometimes look different from reality.

Due to quick changes in our stock, it is possible that a product appears as “In Stock” despite being out of stock in reality. The Provider takes no responsibility for such errors, but informs the Customer as soon as the fact comes to light.

If you need any more information about any webshop product – its quality, its basic details, its use and usability – than what is available on the website, please feel free to contact us at the address, email, or phone number displayed in (1).

## **7. The purchase price**

The purchase price is always the amount displayed next to the selected product – not including VAT. The purchase price does not include delivery fees. No packaging cost applies.

You can always see the total purchase price (complete with the delivery fee) before finalizing your order. You can see the delivery fees that apply under (8.3) of this document. No packaging cost applies.

# GENERAL TERMS AND CONDITIONS

The Provider reserves the right to modify the purchase price of the products available for order from the website. The new price is valid as soon as it is displayed on the website. The price modification does not apply to the products already ordered at the time of the modification.

## 8. Delivery and payment conditions

### 8.1. Payment

Payment methods:

- Not for registered members: Card, Bank transfer, Collect-on-delivery payment
- For registered members: Card, Bank transfer, Collect-on-delivery payment, Weboffice + Mastercard and Visa; Weboffice + bank transfer; Weboffice + collect-on-delivery; Paypal.

Please note that if you choose the Weboffice + Mastercard and Visa, Weboffice + bank transfer or Weboffice + collect-on-delivery payment methods, 10 percent of the purchase price or a minimum of 10 EUR must be paid with something else than your Weboffice discount points (even if you have enough Weboffice discount points to cover the full price). This means that the remaining 10 percent of the purchase price or a minimum of 10 EUR must be paid using one of the following methods: Bank card, Bank transfer, or Collect-on-delivery.

We deliver the product(s) ordered after confirming the order (with collect-on-delivery), after the arrival of the payment (with bank transfer), or after successful payment (with card and Weboffice bonus points).

With collect-on-demand, make sure that you order the product only if you can pay the amount required upon its arrival to the delivery company employee. In case of a failed delivery, the return fee is charged to the customer. Attempting the delivery again is only possible if the price of the purchase is transferred in advance.

Bank transfer details:

Bank account at: **UniCredit Bank Hungary Zrt.**  
Account holder: **HLBS s.r.o**  
Account number: **10918001-00000094-82280009**  
IBAN: **HU43 1091 8001 0000 0094 8228 0009**

At a bank transfer (since the name of the customer and the owner of the account are not always the same) please make sure to provide the order ID in the announcement section in order to facilitate and accelerate the delivery of the product.

The delivery fee and the transfer fee is to be paid by the customer, added to the price of the products.

Please note that any mistakes caused by any of our financial service providers (e.g. an amount incorrectly charged on your bank account or charged twice by accident) must be reported at

# GENERAL TERMS AND CONDITIONS

support@hlbs.eu immediately. According to our partners' policy, we can handle such mistakes within 60 days of receiving your letter of complaint.

## **8.2. Delivery fee**

The exact delivery fee is displayed on the ordering form after choosing the payment method.

The Provider reserves the right to modify the delivery fee. The new price is valid as soon as it is displayed on the website. The modification does not apply to the purchase price of the products already ordered.

## **8.3. Delivery**

Delivery

- (door-to-door delivery) is provided by
  - A) GLS General Logistics Systems Hungary Csomag-Logisztikai Kft. (seat: H-2351 Alsónémedi GLS Európa u. 2. web: <https://gls-group.eu/HU/hu/home>) or
  - B) DHL Express Magyarország Szállítmányozó és Szolgáltató Kft. (seat: 1185 Budapest, BUD International Airport Building 302., web: <https://www.dhl.hu/hu/expressz.html>).

The door-to-door delivery partner receives the assembled package after the purchase price of the products is transferred to the bank account or – with collect-on-delivery – after the order is confirmed.

- Pick Pack Point delivery is provided by SPRINTER Futárszolgálat Kft. (seat: 1097 Budapest, Táblás utca 39., web: <https://www.sprinter.hu/kapcsolat/>). The Pick Pack Point delivery partner receives the assembled package after the purchase price of the products is transferred to the bank account or – with collect-on-delivery – after the order is confirmed.

The products – depending on the quantity and the size – are packaged in cardboard boxes.

If the package has already been sent, the fees of changing the address mid-delivery are to be paid the customer.

The delivery fee of failed deliveries is charged to the customer.

Upon delivery, the customer must inspect the package in front of the messenger. If the package or the product is damaged in any way, a damage report must be filed and the customer is not obligated to receive the package.

Please report such cases to us at support@hlbs.eu. We ask you to also attach a photograph of the damaged product/package to your email.

# GENERAL TERMS AND CONDITIONS

If the Provider cannot fulfil their contractual obligation due to the product being out of stock, Provider must inform the customer immediately or within a maximum of two working days, and refund the purchase price immediately, or within a maximum of fourteen days.

The receipt of your order will be sent via email. If you have not received the email, please let us know immediately – before starting to use the product – and we will resend it within the next two working days.

## **8.4. Delivery time**

The delivery partner receives the assembled package after the purchase price of the products is transferred to the bank account or – in other cases – one workday after the order is confirmed.

The delivery company will attempt the delivery twice. If you ordered to a collection point, you can collect your order within 7 days.

## **9. Implied warranty and product warranty**

*(Based on Appendix III of Government Decree 45/2014 [26 Feb]: sample guide on implied warranty, product warranty, and guarantee.)*

### **a.) Implied warranty**

*When can you assert your right to implied warranty?*

In line with the Hungarian Civil Code, you can assert your right to implied warranty if the Provider provides faulty services to you.

*What are your rights when you assert your implied warranty?*

You can choose from the following implied warranty remedies:

You can request repair or replacement unless your request cannot be fulfilled or it would incur disproportionate costs on the Provider in comparison with your other remedy options. If you did not or could not request repair or replacement, you can request a proportionate reduction in compensation, or you can repair the fault yourself or have it repaired – at the Provider's expense – or as a last resort, you can request a full refund.

You can change over from one selected implied warranty right to another, but you must pay the cost of the change unless it was justified or a result of the Provider's actions.

*What is the deadline of asserting your implied warranty rights?*

You are obligated to report the fault immediately after discovering it, but within a maximum of two months from the discovery. Note, however, that your implied warranty rights expire 2 years after the fulfilment of the contract and therefore you can no longer assert them.

# GENERAL TERMS AND CONDITIONS

*Who provides remedy in line with your implied warranty rights?*

Your implied warranty rights must be observed and remedy must be offered by the Provider.

*What are the other requirements for asserting your implied warranty rights?*

Within 6 months from the fulfilment, there are no further requirements for requesting implied warranty remedy besides proving that the product was purchased from the Provider. After 6 months from the fulfilment, however, you must also prove that the fault that you have discovered already existed at the time of the fulfilment.

## **b.) Product warranty**

*When can you assert your right to product warranty?*

As a consumer of a product, if you discover that the product is faulty, <sup>1</sup>you can choose from asserting your right described in a.) or your right to product warranty.

*What are your rights when you assert product warranty?*

In line with product warranty, you can only request the repair or replacement of the faulty product.

*What is a faulty product?*

A product is faulty if it fails to meet the quality standards that are valid at the time of its distribution or if it does not have the characteristics described by the manufacturer's manifesto.

*What is the deadline of asserting your product warranty rights?*

You can assert your product warranty rights within 2 years from the time when the manufacturer puts the product on the market. After 2 years, the warranty expires.

*Who provides remedy in line with your product warranty rights and what are the requirements for asserting them?*

Remedy must be provided by the manufacturer or the distributor of the product. In case of a product warranty claim, you must prove that the product is faulty.

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<sup>1</sup>Consumer: a natural person acting outside of their individual work or business activity to buy, order, receive, use, apply a product, or is the addressee of any commercial communication or offer related to the product.

# GENERAL TERMS AND CONDITIONS

*What are the exceptions relieving the manufacturer (distributor) of their product warranty obligations?*

The manufacturer (distributor) is relieved of their product warranty obligations only if they can prove that

- they manufactured or distributed the product outside of their business activities or that
- the fault was – at the current state of scientific and technological research – not recognizable at the time when the product was released on the market or that
- the fault of the product results from complying with a compulsory official regulation.

The manufacturer (distributor) is relieved of their obligations if they can prove any one of these reasons.

## **How to assert your warranty claim:**

Please note that you cannot assert an implied warranty claim and a product warranty claim at the same time due to the same fault. However, after successfully asserting your product warranty claim, you can also assert your implied warranty claim towards the manufacturer over the replaced product or the repaired part.

## **10. Right of withdrawal**

*(Based on Appendix I and II of Government Decree 45/2014 [26 Feb]: sample guide on Withdrawal/Termination)*

**If you have made the purchase as a consumer, you have the right to withdraw from this purchase within 14 days.<sup>2</sup>**

The withdrawal deadline is 14 days from the time that you or a third party determined by you (not the messenger) has received the product. When multiple products are delivered, the withdrawal deadline is 14 days from the time that you or a third party determined by you (not the messenger) has received the last product.

You can also withdraw from the purchase any time between the successful order (entering into the contract) and receiving the product.

If you wish to withdraw from the purchase, you must make a withdrawal statement in letter or email to either one of the following addresses:

**To: HLBS s.r.o. Hungarian Branch**  
**Mailing address: 2161 Csomád, Kossuth Lajos út 79.**

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<sup>2</sup>Consumer: a natural person acting outside of their individual work or business activity to buy, order, receive, use, apply a product, or is the addressee of any commercial communication or offer related to the product.

# GENERAL TERMS AND CONDITIONS

**email: [support@hlbs.eu](mailto:support@hlbs.eu)**

You can withdraw by making an individually worded statement or you can use the statement template below.

Your withdrawal is valid if you send your statement before the above-mentioned deadline.

## *Legal effects of withdrawal*

If you withdraw from this contract, we will immediately (but within a maximum of 14 days from receiving your withdrawal statement) refund the purchase price in full, including the delivery fees (except for the extra costs incurred by you choosing a different delivery option than the cheapest one that we usually offer).

We refund your money in the same way that you originally made the payment unless you expressly agree to receive the refund through a different payment method. No extra costs apply to you for using a different method of payment .

We can withhold the refund until we receive the returned product or you have sufficiently proved that you have returned it, whichever happens earlier.

You must return the product without unreasonable delay, but within a maximum of 14 days from making your withdrawal statement. The deadline is met if you send us back the product before the 14 days from the statement are over.

You must pay the return delivery fee.

You can be held responsible for any product amortization only if it was caused by unnecessary use beyond what was necessary to establish the quality, the characteristics, and the operation of the product.

## ***Withdrawal statement template***

***(fill in and send only if you wish to withdraw from the contract)***

*To: (Name, mailing address or email address of the business)*

*I hereby state that I withdraw from the purchase of the following product(s):  
(Product or service that was purchased by you)*

*Date of purchase contract / date of delivery: (underline the one that applies)*

*Consumer name:*

*Consumer address:*

*Date:*

*Consumer signature: (statement on paper only)*

# GENERAL TERMS AND CONDITIONS

**You cannot withdraw from the purchase after you have opened the product.**  
**However, if you have opened the product, you can still assert your rights detailed above in Section 9.**

## 11. Arbitration Board

As a consumer,<sup>3</sup> you have the right to turn to the arbitration board. The goal of the arbitration board is to resolve a dispute between the consumer and the business regarding the quality or safety of the product, the application of product responsibility rules, the quality of the service, or the beginning and fulfilment of the contract between the parties outside of court. The board attempts to negotiate an agreement, and if it fails to do so, it makes a decision to foster the quick, practical, cost-efficient realization of consumer rights. The arbitration board can be consulted by the consumer or the business on consumer rights and consumer responsibilities.

The arbitration board procedure requires that the consumer attempts direct complaint resolution with the business in question. If direct resolution fails, the consumer or the business can petition the Arbitration Board. The procedure is conducted by the arbitration board with jurisdiction over the consumer's home address or residence. If there is no such board, the procedure is conducted by the arbitration board with jurisdiction over the Provider's seat. The consumer can request a certain arbitration board to conduct the procedure.

The business is obligated to cooperate with the board in the arbitration procedure.

Read more about the procedure in Act CLV of 1997 or the website of arbitration boards.

The arbitration board with jurisdiction over the Provider's branch:

*Arbitration Board of the Chamber of Commerce and Industry of Pest County and Érd Urban County (Pest County Arbitration Board)*

*Address (customer service): 1119 Budapest, Etele út 59-61. 2nd floor 240.  
Mailing address: Pest Megyei Békéltető Testület, 364 Budapest, PO Box: 81  
Phone/Fax: (+36-1) 269-0703, (+36-1) 784-3076, (+36-1) 784-3149  
Email: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)*

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<sup>3</sup>Consumer: a natural person acting outside of their individual work or business activity to buy, order, receive, use, apply a product, or is the addressee of any commercial communication or offer related to the product. Within the arbitration process, a consumer is also any non-governmental organization, ecclesiastical legal entity, block of apartments, housing association, or small, medium, or large enterprise, acting outside of their individual work or business activity to buy, order, receive, use, apply a product, or is the addressee of any commercial communication or offer related to the product.

# GENERAL TERMS AND CONDITIONS

## 12. Complaint handling

We do everything to handle your complaint immediately as soon as you report it. Please feel free to contact us via phone, email or mail. Find our contact information above in Section 1.

Complaint handling via phone is available between 9 AM and 4 PM on workdays.

Any written complaints will be answered within 30 days of receiving them.

## 13. Online Dispute Resolution Platform

The European Committee operates a Dispute Resolution Platform to help you with your complaint. If you live in the EU, Norway, Iceland or Liechtenstein, the platform can help you find the best solution to your problem as a consumer, you can directly reach an agreement with the Provider to solve the problem, or you can find a dispute resolution body to handle the case.

The ODR platform will notify the Provider of your request. You will be able to exchange messages directly through your dashboard, send attachments (such as product photos), or make an appointment for online discussion. You have a maximum of 90 days to reach an agreement. You and the Provider can choose to exit direct discussion anytime.

For more details on the use of the platform and to access the platform itself, see: <https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>

## 14. Other legal channels

If the consumer right dispute between the Provider and the Customer cannot be peacefully settled, the Customer has the following options to assert their rights:

File a complaint at the district office acting as the consumer protection body:

Consumers can bring their complaint to the district office with local jurisdiction.

Contact the district office at [jarasinfo.gov.hu](http://jarasinfo.gov.hu).

For more information, visit [fogyasztovedelem.kormany.hu](http://fogyasztovedelem.kormany.hu).

## 15. Intellectual property

All content on the Websites (books, articles, product details, brochures, this T&C, visuals, images, or any other information and data) is protected by intellectual property rights. Unauthorized use (copying, distributing etc.) of these will be reported to the authorities and an action for damages will be brought.

# GENERAL TERMS AND CONDITIONS

Some of the above-mentioned materials can be used with the prior written consent of the Provider. With such a request, please contact us at [support@hlbs.eu](mailto:support@hlbs.eu).

## 16. Data protection

The provider handles data according to the Data Handling Policy.

The Data Handling Policy for both Members and Customers is accessible from our home page (<https://webshop.hlbs.eu/home>).

## 17. Please note

The Provider has the right to modify these Terms and Conditions unilaterally. The new document is valid as soon as it is displayed on the website.

The code of conduct and the business rules displayed in the Webshop only refer to registered Members of HLBS. As required by the Business Rules, we hereby inform registered HLBS members that "Based on the report compiled by HLBS, Members must declare and pay all their public dues - especially taxes and contributions - in accordance with applicable national law. Members expressly acknowledge that HLBS is exempt from all liability in case of any failure on the Member's part to comply with the law."

Please note that we only accept webshop orders for household amounts.

Customers who use our sites are assumed to be aware of the technological limitations of the Internet and to accept the potential faults of the technology. We recommend you use virus and spyware protection software with an up-to-date database, and always install the latest updates of your operating system. The Provider is not responsible for any faults resulting from the lack thereof.

Latest update: April 2020