

General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as: "GTC") set out the rights and obligations of

HLBS s.r.o.

Ul Eötvösa 1097/1

94501 Komárno

SK2120396762

represented by: Peter Gabriel

e-mail: support@hlbs.eu

data protection registry number: NAIH-.....

hereinafter referred to as: "**Service Provider**") and the customer using the electronic commercial services provided by the Service Provider without registration or as a registered member of HLBS (hereinafter referred to as: "**Customer**").

Hosting service provider:

HLBS Global Marketing Ltd.

Unit 42, Price Street, Business Centre

Birkenhead CH41 4JQ

United Kingdom

represented by: Peter Gabriel

e-mail: support@hlbs.eu

1. Interpretive provisions, definition of terms:

The scope of these GTC covers all electronic commercial services provided through the electronic webshop.hlbs.eu store (hereinafter referred to as: "Webshop") located on the Service Provider's www.hlbs.eu website (hereinafter referred to as: "Website"). Purchases in the Webshop shall be governed by the *Civil Code of Slovakia* (40/1964 Zb. Občiansky zákonník) and the Act on Electronic Commercial Services (22/2004 Z. z.Zákon o elektronickom obchode).

Purchases may be made in the online store via purchase orders placed in the system, with personal delivery by a transport company, in the manner specified in detail in these GTC.

Anyone who accepts to be bound by the provisions of these GTC is entitled to purchase the Service Provider's products.

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2. Electronic orders

The contract concluded between the Parties by the submission of the electronic purchase order (on the webshop) by the Customer and the acceptance thereof by the Service Provider will not be considered a written contract, will not be filed and will not be accessible subsequently. The contract is concluded in the English language.

No prior registration is necessary in order to place orders; however, if the you register as a member of HLBS, this will make the placing of subsequent orders easier and make you eligible for discounts.

Placing orders in the webshop interface:

- Select a product by clicking the “Move to cart” (shopping cart) button.
- To order further products in the “Cart” menu, click the link “Pay”. Products may be removed from the Cart by checking the red box and confirming it. The total price of the products is automatically updated when a new product is placed into the cart during the ordering process.
- After you have selected the product(s), if you are not a registered Customer, you can click the “Pay” button to provide your delivery details and the selected delivery and payment method.
- If you are a registered Customer, the fields for the delivery and payment details will be filled in automatically. You may modify the details in the fields. If you only wish to modify the data for the given order, you can do so prior to finalising the order. If you want to change your data permanently, select “My settings” and “Change address data” on the top of the page.
- To finalise the order and check the details, click “Continue”. You will then see the entire order, including all products ordered, the delivery address and the total amount payable. If you wish to modify any of the details, click “Back”.
- After the order has been finalised, you can submit your order to us by clicking “Confirm order”. Please check whether the order is fully in accordance with your intentions before submitting it. If you find that you still ordered something other than what you intended, please notify us immediately by sending an email to the following email address: support@hlbs.eu.

The Service Provider will accept orders via its website only if the Customer completes all fields required for ordering. The Service Provider will not assume any liability for any delay of delivery or other problems or faults that arise as a result of false and/or inaccurate order details provided by the Customer.

By submitting the order, the Customer declares that he/she accepts and agrees to be bound by these GTC, and that he/she has read and understood the Privacy Statement and consents to the processing of his/her personal data as set out therein.

If the purchase was made in the webshop, the Service Provider must confirm the purchase electronically (via email) to the Customer after receipt of the Customer’s purchase offer (purchase order). If the confirmation is not delivered to the Customer within 48 hours after the submission of the purchase offer, the Service Provider, automatically and without any further conditions, will not be bound to its offer anymore, and the Customer will not have any obligations.

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3. Correction of errors in the data entered

You can change your registered data under “My Settings” on the top of the page.

You can modify the order details any time during the ordering process by clicking “Back”.

Please check whether the order is fully in accordance with your intentions before submitting it. If you find that you still ordered something other than what you intended, please notify us immediately by sending an email to the following email address: support@hlbs.eu.

4. Purchase Price

The purchase price is the amount indicated next to the selected product, which is net of VAT. The purchase price of the products does not include the cost of delivery. Packaging costs will not be charged to the Customer.

The Service Provider reserves the right to change the prices of the products that can be ordered from the Website, which changes will take effect at the time of publication on the Website. Price changes will not apply to products ordered before the modification.

5. The Product

You can learn more about the key specifications and features of the product ordered on the product details page of the website or by contacting one of our staff members over the phone. Please be advised that the images displayed on the details page of the products are for illustration purposes only, and may differ from reality in some cases.

Due to the rapid changes in our stocks, some products may show as “in stock” even though they are not. The Service Provider will not be liable for any such mistakes, but will inform the Customer without delay as soon as the issue is detected.

If you need more information regarding the quality, basic features, use or usability of any products, please contact us at the email address or phone number indicated above.

6. Delivery and payment terms

Delivery

The Service Provider reserves the right to change the delivery fee, which change will take effect at the time of publication on the Website. Such changes will not apply to products ordered before the modification.

The courier service/post office will make three attempts at delivery; the delivery costs of unclaimed packages will be charged to the Customer.

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The Customer must examine the package at the time of delivery, in the presence of the courier, and request that a protocol be drawn up regarding any damage to the products or the packaging. If the Customer detects any damage, he/she is not obligated to accept the package. Please notify us of any such issues immediately at support@hlbs.eu. When sending an email, please attach a photo of the damaged product/package.

If the Service Provider fails to fulfil its obligations undertaken in the contract because the product specified in the contract is unavailable, Service Provider must notify the Customer immediately, i.e. within two business days, and must refund the amount paid by the Customer without delay, but no later than within fourteen days.

You will receive the invoice for your order electronically. If you do not receive an invoice, please notify us immediately – prior to starting to use the product –, and we will send you the invoice within two business days of receiving your notice.

Payment

Methods of payment: cash on delivery using a courier service, credit/debit card, weboffice/voucher, pre-payment by bank transfer or a combination of weboffice/voucher and the other methods listed.

In the case of cash on delivery, we will deliver the product(s) ordered after confirmation of the purchase order; in the case of pre-payment by bank transfer, after the amount has been received; and in the case of using a credit/debit card or weboffice, upon successful completion of payment.

When selecting cash on delivery, only order the product(s) if you are able to pay the total price to the courier service employee at the time of receipt of the package. In regard to unclaimed and returned packages, we will charge the fee of return to the Customer, and will redeliver the package only if its price is transferred in advance.

Details required for bank transfer:

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

For bank transfers, please indicate the number of the purchase order in the “Comments” section in all cases (as the name of the Customer and the name of the holder of the current account are not always identical) in order to simplify and facilitate the posting of the consignment.

As such, when making a purchase, the transportation and transfer costs will be borne by the Customer (in the cases specified above) in addition to the price of the products.

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7. Warranty

(250/2007 Z. z. Zákon o ochrane spotrebiteľa, 40/1964 Zb. Občiansky zákonník)

Material warranty

In what cases can I enforce a material warranty claim?

In the case of the Service Provider's defective performance, you may raise a material warranty claim against the Service Provider in accordance with the provisions of the Civil Code.

What rights do I have based on my material warranty claim?

You may enforce the following material warranty claims at your discretion:

You may request correction or replacement, except if performance of the option you have selected is impossible or would result in disproportionately large additional costs for the Service Provider as compared to other options. If you did not or could not request correction or replacement, you may request a proportionate reduction of the price or correct the defect by yourself/have the error corrected at the Service Provider's cost, or, as a last resort, may withdraw from the contract.

You may switch to a different material warranty claim, in which case you will be liable for the costs of such change unless it was justified or prompted by the actions of the Service Provider.

What is the deadline for enforcing material warranty claims?

You must notify us regarding the defect promptly, but no later than within two months after detecting it. Please be advised, however, that you will not be entitled to enforce any material warranty claims after the limitation period of two years calculated from the date of fulfilment of the contract.

Against whom can I enforce my material warranty claims?

You may enforce your material warranty claims against the Service Provider.

What other conditions of enforcing material warranty claims are there?

There are no further conditions – apart from providing notice of the defect – for enforcing material warranty claims within six months of the date of delivery, provided that you can certify that the product or service was provided by the Service Provider. After six months have lapsed from the date of delivery, however, you also have to prove that the defect you detected had already existed at the date of delivery.

Product warranty

In what cases can I enforce a product warranty claim?

You may exercise your right specified in Section 1 or enforce a product warranty claim for defects of movable assets (products).

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What rights do I have based on my product warranty claim?

In the scope of a product warranty claim, you may only request the correction or replacement of a defective product.

In which cases does a product qualify as defective?

A product is considered defective if it does not meet the quality requirements in force at the time of its placement on the market or if it does not have the characteristics set out in the manufacturer's specifications.

What is the deadline for enforcing product warranty claims?

You may enforce product warranty claims within two years after the manufacturer places the product in the market. After the lapse of this period, you lose the right to such claims.

Against whom and subject to what other conditions can I enforce my product warranty claims?

You may enforce product warranty claims only against the manufacturer or distributor of the movable asset concerned. When raising a product warranty claim, you have to prove that the product is defective.

In what cases is the manufacturer (distributor) released from its product warranty obligation?

The manufacturer (distributor) is released from its product warranty obligation only if it can prove that:

- it did not manufacture the product or place it on the market in the scope of its business activity, or
- the state of scientific and technical knowledge at the time of the product's placement on the market did not make it possible to detect the defect, or
- the defect of the product resulted from applying the provisions of mandatory authority regulations.

The manufacturer (distributor) only needs to prove one reason.

Please be advised that you may not enforce both a material warranty claim and a product warranty claim related to the same defect simultaneously. If you successfully enforce your product warranty claim, however, you may also enforce your material warranty claim relating to the replaced product or the corrected part against the manufacturer.

Manner of enforcing a claim:

If the Customer wishes to enforce a claim against HLBS, the Customer's contract with the Service Provider will be considered as confirmed if the Customer presents the invoice certifying payment for the product. The package does not need to be unopened in order for the Customer to be able to enforce a warranty claim (unlike in the case of withdrawal).

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8. Rights to withdraw from/terminate the contract

Please be advised that you may exercise your right to withdrawal only if the product is unopened.

(250/2007 Z. z. Zákon o ochrane spotrebiteľa, 40/1964 Zb. Občiansky zákonník)

You may withdraw from this contract without justification within 14 (fourteen) days. Similarly, for contracts relating to the provision of services, if the performance of the contract has already begun, you may terminate the contract without justification without 14 (fourteen) days.

The deadline for withdrawal/termination expires upon the lapse of 14 (fourteen) days calculated from the day on which you or a third party designated by you (other than the carrier) accepts the product.

If you wish to exercise your right to withdrawal/termination, you must send an explicit statement regarding your intent to withdraw from/terminate the contract at the below address (e.g. via post or electronic mail):

HLBS s.r.o.

Ul Eötvösa 1097/1

94501 Komárno

SK2120396762

represented by: Peter Gabriel

e-mail: support@hlbs.eu

You may use the sample declaration of withdrawal/termination found at the bottom of this Section for this purpose.

You are considered to have exercised your right to withdrawal/termination if you send your declaration of withdrawal/termination prior to the lapse of the deadline specified above.

Legal consequences of withdrawal/termination

If you withdraw from this contract, we will refund you all remunerations paid by you – except for costs incurred in relation to transportation and other costs – without delay, but at the latest within 14 (fourteen) days from the receipt of your declaration of withdrawal. For the refund, we will use the same method of payment that you used for the original transaction, except if you give your express consent to another payment method; you will not bear any additional costs as a result of using such method of refunding. For payments with credit/debit card, we can refund the amount via bank transfer. We may withhold the refund until the product has been returned to us or you have certified that you have sent it back (whichever is earlier).

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If you received a product, you must send it back or hand it over to us without any unjustified delay, but at the latest within 14 (fourteen) days from the communication of your declaration of withdrawal. The deadline will be considered to be met if you send the product back to us prior to the lapse of the 14-day (fourteen-day) deadline and pay the direct costs incurred in relation to returning the product.

Sample declaration of withdrawal/termination

(complete and return only if you wish to withdraw from or terminate the contract)

To: (Specify the name and postal address/email address of the Service Provider.)

I/We, the undersigned declare that I/we wish to exercise my/our right to withdraw from/ terminate the sale and purchase of the below product(s):

(Specify the product or service that is the subject of the contract)

Date of conclusion of the contract/receipt: (indicate as applicable)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (only for paper-based declarations)

Place and date

9. Handling of complaints

We will work on remedying your complaints immediately after you submit them; please do not hesitate to contact us. Customer complaints are handled in writing and over the phone at the following contact points:

HLBS s.r.o.

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94501 Komárno

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10. Enforcement of rights

Conciliation panel

You may turn to a conciliation panel. The conciliation panel has jurisdiction to settle out of court any disputes between the consumer and the business enterprise relating to the quality and safety of the product, application of the product liability rules, the quality of the service and the conclusion and fulfilment of the contract between the Parties; and for this purpose, to attempt to reach an agreement, or if this fails, to make a decision in the case in order to ensure the simple, fast, efficient and cost-effective enforcement of consumer rights. Upon the request of the consumer or the business enterprise, the conciliation panel advises the consumer on their rights and obligations.

Any natural person purchasing, ordering, receiving, using or engaging with the products of services while acting outside his/her individual occupation or business activity or is the addressee of commercial communication or offers relating to the products or services is to be considered a consumer.

In addition to the above, the conciliation panel considers the following entities as consumers: lawful non-governmental organisations, ecclesiastical legal entities, residential building organisations, housing cooperatives, mirco, small and medium enterprises acting for purposes outside their occupation or business activity purchasing, ordering, receiving, using or engaging with the products or services or is the addressee of commercial communication or offers relating to the products or services.

The conciliation panel with jurisdiction over the consumer's domicile or place or residence, or the conciliation panel indicated in the consumer's application will be entitled to conduct the procedure.

11. Miscellaneous provisions

The Service Provider acts in accordance with the Privacy Statement with regard to the processing of the Customer's personal data.

The Service Provider is entitled to amend the provisions of these GTC unilaterally at any time. Any amendment will enter into force at the time of publication on the Website. Customers will be informed of any such amendments via a pop-up window when they visit the website.

The Webshop's Code of Conduct applies only to the registered members of HLBS.

Please be advised that the webshop only fulfil orders for quantities appropriate for household use.

Payment in the Webshop requires that the Customer be aware of the technical limitations of the internet and accept the possibility of errors that the use of such technology entails. We recommend that you use virus and spyware protection software with updated databases and have the latest security updates of your operating system installed at all times. The Service Provider will not assume any liability or pay any damages relating to the foregoing.

Budapest, March 2017