

**GENERAL TERMS AND CONDITIONS
FOR THE ELECTRONIC COMMERCIAL SERVICE OF
HLBS s.r.o.**

Preamble

HLBS s.r.o. as intermediate service provider – **hereafter referred to as: Service Provider** – operates primarily as electronic commercial service provider. The Service Provider is exclusively entitled to distribute products of contracting partners. The Service Provider's services and products primarily target consumers of the European Economic Area, but they can also be ordered from any member countries. The Service Provider developed the present General Terms and Conditions – hereinafter referred to as GTC – in compliance with the provisions of European law – to facilitate contracting with new Partners, distributors and consumers. Accepting the terms of GTC provides opportunity for the Service Provider's partners to participate in its marketing programs and the related distribution system.

The appendices listed in the end of GTC are inseparable part of the document. **Reference to the contents of GTC always entails reference also to the contents of appendices.**

The Service provider is entitled, at any time, to the unilateral, written modification of present GTC. Any modification, supplement, deletion to the GTC is published on the Service Provider's website, indicating the effective date of change. By agreement to the GTC the Partner of Service Provider is obliged to follow the changes of GTC and adhere to the GTC's effective regulations.

The terms of the GTC published on the website are valid and effective on the date of order, and apply to the order of all products and services.

The names, domain name, product names, product group name, company and business name, related names, trademarks and logos appearing on the Website, and in present document, are the Service Provider's property, and must not be used in any other material, including audio and video recordings, textual reproductions, other publications and advertisements, without the Service Provider's preliminary written notice.

Contracting party agrees to download present GTC and appendices and will not request the sending of printed copies or other hard copies of these documents.

I.General Terms of Contract Agreement

1. Interpretive provisions, definition of terms:

Company/Business name, trademark, logo: The Service Provider's name, product names, identifications appearing on the website, including other related names such as domain name, product name, product group name, trademark, logo, are protected under copyright; the use of such names is the exclusive right of Service Provider, it is permitted exclusively to persons authorized in writing by the Service Provider.

Electronic commercial services: services related to information society for the commercial sales, supply, exchange or other use of negotiable and transferable goods, – including

money, stocks and bonds, and negotiable natural resources –services, realties, concessions, licenses and other rights representing assets (hereinafter referred to as: Products);

Electronic processing: the use of electronic data processing, data storage and data transfer on wire, radio technology, optical or other electromagnetic equipment;

European Economic Area member states: EU member states and other signatories of the agreement on the European Economic Area;

Service user: any natural person, legal entity or unincorporated organization that uses services related to information society;

Information: any data, signal, image that is processed, stored, transmitted electronically, orally or in other written means, regardless of the protection of its content by law;

Information society service: service offered electronically for distant users normally provided for consideration, and with individual access to the recipient;

Service Provider: natural person, legal entity or unincorporated organization that provides information society services, in accordance with this contract: HLBS s.r.o.

Enterprise: a natural person, legal entity, unincorporated business organization - including a branch of foreign-based company - acting for purposes related to self-employment or business activities;

Consumer: a natural person acting for purposes outside his/her trade, business or profession; according to present contract, a natural person who is not a registered partner.

Partner: a natural person that reached 18 years of age and entered a partnership agreement with the Service Provider. Currently, enterprises cannot enter a partnership agreement with Service Provider.

Customer: partners or customers who entered into a contract agreement with the Service Provider, who make use of a service and / or purchase products of the Service Provider.

Sales, resale: The Service Provider has exclusive right to distribute and sell products published on the Website. The sales, resale, commercialization of products outside of the framework of Service Provider's website without the Service Provider's written consent is prohibited and is considered a violation of law.

Advertisement and marketing: The Partner is entitled to advertise its business activities within the framework of legal provisions and the GTC, if the Service Provider's name, products, trademark, logo or other material protected under copyright law are not in use. All materials issued by the Service Provider are protected under copyright and can only be reproduced with the Service Provider's written consent. For advertisements and commercials approved by the Service Provider, the advertiser must indicate that it is an independent partner of the Service Provider. Accordingly, the "Independent Partner" designation must appear next to names protected by Copyright. The Partner / advertiser is solely responsible for all damage ensuing from the failure to use appropriate designation.

Partners: Service and product suppliers and manufacturers.

Web use: the products distributed by the Service Provider and cooperating Partners are available for distribution and sales only through the Service Provider's web site.

Distribution system: Service Provider's method for the promotion of product sales. It applies only to registered partners.

Right of cancellation: Consumers may cancel distant parties' contract agreements and off-premises contract agreements within 14 days from the date of product delivery or the signing of service contract, **without justification and additional costs** with the following exceptions. The Customer may not exercise the right of cancellation and termination for several products and services. For example, the Customer may not exercise cancellation for health and hygiene products, products satisfying individual needs, customized products, perishable products, sealed packages of audio or video recordings or computer software, if the Customer left the package unsealed following the purchase.

The Service Provider provides a template for consumers for the statement of cancellation.

2. Applicable Law:

- 2011/83/EU directives of the EP and Counsel
- 2000/31/EC - directives on electronic commerce and the harmonization of their regulation in the EU
- 97/7/EC directive of the EP and Counsel on consumer protection, for contracts between distant parties

3. Data of Service Provider:

Name: HLBS s.r.o.

Headquarters: Hlavná 22, 943 01 Štúrovo, SK

Registry of incorporation/Trade registration no: 50598724

Complaint management, Client services:

e-mail: support@hlbs.eu

Bank account no.: SK63 8430 0000 0020 3005 2409

4. Subject of Contract:

By completing the product order sheet / contract for services, and electronically sending the documents to the Service Provider, the Customer orders the product, for the purchase price effective at the time and date of order, and in the quantities stated in the contract.

As Partner, the contractor party joins the Service Provider's distribution system by completing the electronic Service Contract, as a Partner endeavors to promote and advertise the products in the framework of the GTC's provisions.

5. Electronic Order of Products:

The Customer takes the following steps to enter the electronic contract agreement:

5.1 The Customer opens the interface for orders on the Service Provider's website

5.2 The Customer completes the data sheets on the website. Before sending the information, the system automatically checks and identifies data entry errors and sends a notice about any missing data or incomplete data that are necessary for the services. The Service Provider is not liable for the validity and accuracy of data provided by the Customer, the data are checked only for completion.

5.3 After filling the data sheets and contract agreement, the Customer may check and correct data before sending. After checking the Customer must confirm to have read and acknowledged the contents of GTC, particularly the order process and product description. This is confirmed by checkmarking the appropriate check-box.

5.4 The Sales price does not include delivery costs, the delivery cost appears separately on the invoice and it is to be covered by the Customer.

5.5 The Customer clicks on the „Send“ button to finalize the order and send it to the Service Provider.

5.6 The electronic contract completed on the Service Provider's website and sent to the Service Provider qualifies as a contract offer, it is registered by the Service Provider with an order number. The order number serves as identification number for future reference, also in case of contract related complaints.

5.7 The Service Provider is responsible for sending a prompt electronic confirmation of the order receipt, latest within 24 hours of receipt.

5.8 The order and its confirmation of receipt are considered to be received by the Service Provider or Customer when they are accessible to the recipients.

5.9 The language of contracts is English, but the Website offers the option to choose alternative languages. The electronic order sent to and confirmed by the Service Provider qualifies as a written contract. In case of dispute the provisions of the English language contract and documents apply.

5.10 The Customer agrees to pay the products sales price and delivery costs simultaneously with, or following, the making of electronic order, according to the payment process description published on the Website. **The contract takes effect with the performance of payment.** The Customer makes payment by credit card, or account transfer. The calculation of the delivery date begins with the product payment.

5.11 The Customer is responsible for making payment in the specified sum to the Service Provider, without any reminder, notice or warning. The invoice made to the Customer includes data provided by the Customer.

For each product order, the Service Provider publishes delivery areas on the Website. Any order made to a delivery address outside the specified delivery areas will be rejected by the Service Provider.

6. Conditions of Payment and Delivery:

6.1 Product payment can take place by credit card registered with the Company, or by account transfer, or alternative payment method. Payment must precede the product delivery.

6.2 The Partners' start-up order includes a complete product package, which is published by the Service Provider in the Partner's web office. Before delivery, the Partner can opt for exchange of the products for other products. The Partner pays for the product order and delivery on the interface of the web office. The value of start-up package ranges from 150, 300,750 to 2500 Euros.

6.3 The Service Provider may set up alternative terms of payment in place of the provisions of 6.1, for orders made in specific countries.

6.4 The Customer/Partner covers the expenses of delivery and VAT. Delivery costs may vary for different countries.

6.5 Product prices are indicated for all products in EUROS on the Service Provider's Website. The product's gross sales price may vary for different countries due to varying tax regulations.

6.6 The Service Provider performs product delivery within a delivery date of maximum 4 weeks. Service Provider endeavors to perform prompt delivery. The delivery date for different countries may vary.

6.7 The Service Provider sustains rights to prohibit the delivery, sales or import of specific products to specific countries. The Customer/Partner acknowledges that the delivery of products to prohibited countries qualifies as a severe breach of contract agreement, and will accept the ensuing legal sanctions.

7. Processing the delivery

7.1 Reporting incomplete of damaged product complaint

Defective delivery must be reported electronically, in the form of a written, signed and scanned document, within 2 work days, following the delivery receipt. Damages ensuing from late reports encumber the Customer/Maker of order. Customer must promptly notify the Service Provider about any problems regarding the order.

The Customer is liable for inspecting the ordered product state, for rejecting the receipt of defective, damaged product. In case of a product damage or defect observed after delivery and receipt, the Customer is liable for reporting the problem to the Service Provider within 2 work days following the receipt, to the Service Provider's e-mail address published on the website (complaint@hlbs.eu), or, to the local customer service, if applicable. Before returning the product, the Customer must complete the product return sheet available for download on the Website, and send it to the e-mail address of Service Provider or applicable customer services. The system will send an automatic delivery notification.

7.2 Tracking of product delivery

The successful order placement is confirmed by an automatic confirmation notice by the system. The Customer receives a system notification when the product package is received for transportation by DHL, and the package is transported. The system notification includes a tracking number, the Customer may track and modify the time and place of order delivery. On the delivery date, the Customer receives an e-mail indicating the transporter's phone number. If the Customer does not receive the ordered product from the transporter within the expected delivery date, that is a maximum of 5 days inside Europe, the Customer is liable for prompt notification of the Service Provider by e-mail or by phone, or notify the applicable local customer services, to request tracking of the product delivery. The Customer must provide his/her name for the processing, registered Partners must also provide a registration number, along with the order number and date of order. The transporter handles every package separately, therefore packages including multiple parts will not always arrive on the same day.

7.3 Reorder

In case Service Provider is out of stocks for a specific product, a reorder notice is sent to the Customer's e-mail address. After the stocks inventory are completed the Service Provider will perform delivery of the reordered products. The Customer performs product payment preceding the delivery, the product payment may alter for different countries. The payment can take place by credit card, account transfer or cash payment.

7.4 Error in the delivery address

The Customer/Maker of order is liable for providing accurate delivery address. The Service Provider will send the product to the address provided by the Customer and will make an invoice for that address.

In case of delivery error by the Transporter, that is, delivery to the wrong address, the second delivery will be free of charge. If the Customer is responsible for address error, the Customer covers additional expenses of the repeated delivery.

8. Right of Cancellation and Termination, Conditions of Product Return

The following steps are taken for the cases of cancellation, product return, product repayment, or product exchange:

The Customer's right for cancellation and termination

8.1 The Service Provider guarantees 100% repayment within a repayment deadline of 14 days. The guarantee does not extend to the costs of delivery and related VAT payment. If the Customer is unsatisfied with a product or service of the Service Provider, the Customer may return the packaged, unopened product to the Service Provider within 14 days of product receipt. The Customer may request product replacement, exchange or product repayment (compensation of sales price with product return).

8.2 The Customer's right of cancellation and termination in case of breach of contract by the Service Provider.

8.2.1 The Service Provider's conduct qualifies as a breach of contract in case of defective, late or non-performance of product exchange or compensation payment, with attributable reason, following the receipt of product complaint by the Customer.

8.2.2 Defective performance by the Service Provider means the performance of product delivery in quantities or qualities diverging from the terms of present GTC. In such cases the Customer is responsible for product return, and for sending a complaint notice requesting the non-defective performance of delivery within at least 8 days.

8.2.3 Service Provider is liable for late performance if, for attributable reason Service Providers fails to transfer the product to the transporter within 14 days following order receipt or within 28 days following reorder receipt. Service Provider is not liable for default of transporter or the maker of delivery.

Enforcement of cancellation right and termination

The product return sheet is downloaded from the Website. The accurately completed and signed sheet is sent to the Service Provider or the local customer service.

- The Customer is responsible for return delivery of returned products. Transportation and mail costs are covered by the Customer. The returned product must be appropriately packaged. Any damage resulting from inappropriate packaging must be compensated by Customer. The method of return delivery, for each product return, must be selected and marked on the appropriate return sheet.
- Products from different Customers must be returned to the Service Provider in separate packaging.
- Each returned product package must include the product's invoice number and product order number. It is recommended to attach the invoice or its copy. The document order number must be visibly and legibly attached to the package.
- The service provider agrees to compensate the full sales price of the product within 14 days following the acknowledgement of cancellation, including any additional expenses related to the delivery.
- The Service Provider is entitled to withhold the Product sales price until the Customer completes the return delivery, or provides credible certification of the return delivery. The Customer is obliged to return the product within 14 days following the statement of cancellation.

- The product return certificate is accepted if the returned product is not damaged, is returned on due time, all requested data were provided, the web-based return sheet was filled, and the product complaint is justified. The Product sales price is not repaid until any deficiencies or incompleteness of the product return process are resolved.
- If product purchase is made with credit card, compensation is transferred to the same account number. For cash payment cases, compensation is paid to the bank account number written on the data sheet of the Service Provider Website (data include IBAN format, BIC/SWIFT code, bank code, bank address, account owner name).
- Repayment is made in EUROS, the Service Provider will not cover currency exchange transaction costs.
- If the Customer selects alternative transportation other than the available most economic transportation service, the Service Provider will not cover the additional expenses of the alternative transportation service.
- If the product requires personal delivery by the Service Provider, instead of regular transportation, and the product cannot be returned by mail, the Transporter will cover the costs of product return delivery.
- For customized and other services the Customer expressly orders early delivery, the request must be indicated in each case on the order sheet. The Service Provider will reject service order made without the indication of early delivery.
- If the contract for early delivery expressly requested by Customer is eventually cancelled or the contract is terminated by Customer, the Customer must cover the expenses proportionately with the state of service performed. The calculation of proportionate payment must be based on the sales price and VAT indicated in the contract.
- The Customer sends the scanned copy of accurately completed sheet and the invoice to the following e-mail address of the Service Provider or customer service: complaint@hlbs.eu

Conditions for Product Return

The return of delivered products can take place according to the provisions of present GTC. In case of the specified conditions, the Service Provider will take back the product and will compensate the sales price with the following conditions:

In case of defective product delivery, or delivery to the wrong address for reasons attributed to Service Provider:

- Service Provider guarantees 100% product repayment for defective product, other product delivery, or delivery to the wrong address. The repayment includes delivery cost and related VAT. In this case the Customer pays the sales price of the non-defective product and delivery cost.

- In case of the Customer's cancellation or termination of contract, the Customer is liable for return of unopened, packaged product to the Service Provider's office or customer service, or for the request of product replacement or product exchange, or product repayment. The cost of product return is covered by the Customer.
- The Customer reports the defective or erroneous delivery within 48 hours following product receipt, in written form, by downloading the appropriate sheet from the Website, completing and sending it to the Service Provider or Customer Service. The Transporter will transport, replace or exchange the product free of charge.

In case of delivery to the wrong address for reasons attributed to the Customer:

- The Customer is liable for payment of extra costs related to delivery to the wrong address, if the erroneous delivery is attributed to inaccurate address data provided by the Customer.

9. Privacy Policy

Customer declares under penalty of perjury that (s)he downloaded, read, acknowledged and accepted the Privacy Policy, and that all personal data provided are valid and accurate.

9.1 Service Provider processes or manages the personal data and address information of users for the purpose of establishing contracts for information society-related services. Service Provider uses these data to determine or modify the content of contracts, to track the performance of contract obligations, to prepare invoices related to the performance of contract obligations, and to enforce rights and demands related to the contract.

9.2 Service Provider uses the above, contract-related data, and the data related to the date, timespan, and address of service use to prepare invoices.

9.3 In addition to purposes described in 9.1 and 9.2, the Service Provider manages personal data that are technically essential to the operations and maintenance of service providing. From a selection of otherwise identical options for service operation, the Service Provider must select methods that ensure that personal data are used only if it is essential and inevitable or for other specified purposes described in the GTC, and even in such cases personal data may be used only until needed, and only to the necessary extent.

9.4 The Service Provider uses data for purposes other than those described in 9.1-9.3 – especially, for the purposes to increase efficacy, to send electronic promotion materials or to carry out market research – only with preliminary specification of the purpose and the consent of the user.

9.5 The user is entitled to prohibit data use described in 9.4, before and during the process of service use.

9.6 Data related to 9.4 cannot be linked to the user's personal identification data and cannot be transmitted to a third party without user consent.

9.7 Data used for purposes specified in 9.1-9.3 will be deleted by Service Provider, in case of non-conclusion or termination of contract, or the preparing of invoice. The Service Provider will delete data used for purposes specified in 9.4, due to user request, or the ceasing of purpose of data use.

9.8 Any data management for purposes not mentioned in 9.1-9.3 is authorized only with the expressed consent of the Customer/User.

9.9 The Service Provider guarantees that the Customer/User is informed, before, or any time during the service use, on the purpose of data use, and the types of data used, including the treatment and use of data not directly related to the User. The purpose, deadline, data type, and related other data are included in **the Privacy Policy appended to present GTC**. The Privacy Policy is available for download at the Service Provider's website.

9.10 The Customer/User agrees that the Service Provider transmit data necessary for the product delivery or possible complaint management (as needed) to the Transporter/Manufacturer.

10. Registration

The User is entitled to register as Customer or Partner on the Service Provider's website. The registered Customer is entitled to receive a discount from the price of specific products. The discount and its extent may reach 20-30%, for specific products. The registered Partner is entitled to participate in the Service Provider's distribution network and may receive additional discount offers. With the registration, the User agrees to the use of his/her personal data by the Service Provider, for purposes specified in present GTC point 9 and the Privacy Policy. The registered User may request the deletion of registration at any time. Different provisions apply to registered members, specified in section II.

Registration Process

Registration is currently available only for natural persons, the registration process takes place exclusively on the Service Provider's website.

The following steps must be followed for electronic registration:

10.1 Click on the „Registration“ button on the Service Provider's website.

10.2 If you received the e-mail with your registration code from a Partner, click on the weblink included in the e-mail to start registration. If you do not have a registration code, click on the „request registration code“ button. After entering your country, zip code and e-mail, the Company will send you the registration weblink within 48 hours.

10.3 Data sheets for registration must be filled accurately and completely. Before completion of the registration the system automatically checks and identifies data entry errors and sends a notice about any missing data or incomplete data that are necessary for the services. The Service Provider is not liable for the validity and accuracy of data provided by the Customer, the data are checked only for completion.

10.4 After filling the data sheets and contract agreement, the Registering user may check and correct data before sending. After checking the User must confirm to have read and acknowledged the contents of GTC, Partnership Agreement and Code of Conduct. This is confirmed by checkmarking the appropriate check-box.

10.5 Registration is completed by clicking the „send“ button, the registration is then sent to the Service Provider. The Service Provider sends an automatic confirmation of receipt, to the e-mail address provided by the user. After clicking the weblink found in the e-mail, the registration is completed, and the user receives the message „successful registration“.

11. Complaint Management

The Service Provider's primary goal is to perform the contents of present contract to the satisfaction of Customers. Should the Customer have any questions, requests or problems regarding the contents or technical conditions, performance of the contract or the operation of the electronic system operation, or the organizational tasks of sales, such claims can be processed according to the provisions of Complaint Management provisions appended to present GTC, available for download from the Website.

II. Provisions for Partners and Registered Customers

- Only registered Customers/Partners are entitled to use special offers of the Service Provider.
- Partners are entitled to register new Partners or new Customers.
- Partners are entitled to receive commission payment for recruitment of new Customers and Partners, according to the terms of Partnership Agreement.
- Customer provisions do not apply to the registered Partners. The terms for cancellation set in points 1. and 8.1 do not apply to Partners.
- Registered Partners and the Service Provider establish a Partnership Agreement, whereby the registered Partner acknowledges and accepts the contents and binding power of Partnership Agreement and the appended Code of Conduct.
- Specific contract supplements and documents are accessible only to registered members. The contents of such documents qualify as Trade Secret.

III. Closing Provisions

III.1 Trade Secret

In terms of present GTC, Trade Secret encompasses, regardless of form or format, the Service Provider's concept, along with any fact, data, information, solution, or contract offer, related to the Service Provider's business activities, financial or legal status. These include, not exclusively, the following: ID data, address, phone number, fax number, contact information of partners, customer, bank contacts, clients code, financial information, contracts, whose confidential treatment is a legitimate interest of the Service Provider, if Service Provider made the necessary steps to guarantee their confidential treatment. These information qualify as Trade Secret, regardless of whether such designation by the Service Provider is expressed or not.

The Contracting Party acknowledges and accepts that any accessed Trade Secret must only and exclusively be used for the purpose of sales activities between the Service Provider and Partner, and collaboration between Parties, and agrees to the confidential treatment of Trade Secret. The Contracting Party acknowledges and accepts that the right to access Service Provider's Trade Secret does not entail the transfer of license, permission, shares or any other rights attached to the Trade Secret, to the Partner.

In terms of present GTC, the contracting Party must treat confidentially, and must not transmit, disclose, reproduce, distribute, transfer, decode, or assign in any form any by any means, for any purpose, any accessed Trade Secret or part of Trade Secret.

The Privacy Policy of present GTC is valid and effective for indefinite period of time even following the termination of contract relationship between Parties.

The Service Provider is entitled to receive damages payment for the misappropriation of Trade Secret, according to the terms of the Code of Conduct. In case of such breach, the Service Provider is bound to prove only the fact of misappropriation, by contracting Party, Partner, or earlier partner.

III.2. Communication and notification of Parties

Contracting Parties agree to send all notifications related to present Contract in writing. Contracting parties agree that any registered mail, with acknowledgment of receipt, qualifies as the **Customer's written statement**. Furthermore, any written notice sent to the Service Provider by the Customer (from the Customer's personal page operated and maintained by the Service Provider), and any e-mail sent by the Customer to the Service Provider's e-mail address provided in present GTC, qualifies as the Customer's written statement, if the reception of e-mail notice was confirmed by the Service Provider's automatic notification.

Contracting Parties agree that the written message of the Service Provider sent to the Customer's personal page operated any maintained by the Service Provider qualifies as the **Service Provider's written statement** along with any written message sent by the Service Provider to the e-mail address provided by the Customer. These notifications and statements are considered received on the date when they first become accessible to the recipient.

III.3. Severability

If any part of present GTC is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

III.4. Applicable law and enforcement

Contracting Parties endeavor to settle any future disputes amicably. In case parties fail to reach amicable settlement, the parties may apply for settlement to any court of competent jurisdiction under international law.

III.5. Legal succession

The present contract excludes the possibility of transfer or assignment of rights or obligations grounded in present contract, except in case of legal succession following a contracting Party's transformation or termination.

III.6. Language of contract

The language of the Contract and all related written communication is English. Permission for other language use is published on the Website, with the pertinent e-mail address.

III.7. Effect, modification, download of GTC

Effective date of present GTC is April 02, 2016. The Service Provider is responsible for publishing a version of the actual and effective GTC on its website, available for download. The Service Provider is entitled to unilateral modification of present GTC, and liable for publishing the modified, updated GTC on the website within 15 days of the modifications' effective date.

III.8. Code of Conduct

Contracting party agrees to respect the provisions of Code of Conduct appended to present GTC, and will make every effort to adhere to the provisions of Code, along with users under the party's control. The Code of Conduct is available for download along with the GTC, from the Service Provider's website.

III.9. Force majeure

The Service Provider is not liable for non-performance or late performance of obligations due to external circumstances out of Service Provider's control, including war, strike, revolt, fire, earthquake or other natural catastrophe.

III.10. Appendices

Appendices of present GTC listed below are available for downloaded from the website:

- 1) Privacy Policy
- 2) Certificate of Incorporation of the Service Provider
- 3) Code of Conduct
- 4) Legal Statement

- 5) Complaint Management Provisions
- 6) Deletion Request sheet
- 7) Product Return sheet
- 8) Partnership Contract - For registered partners only -