

Terms and Conditions - Vitality's-Hair

These General Terms and Conditions contain the terms and conditions for the use of the online product sales service available in the www.vitality.hu webshop (hereinafter: Webshop) by registered and non-registered users (hereinafter: Customer).

The Webshop is available on the internet at the URL www.vitality.hu.

By viewing the Webshop, registering, or making a purchase (any of the aforementioned actions), a contract is concluded between the Seller and the Customer in accordance with these GTC.

The Customer, as a user of the Webshop, is required to accept the terms of these GTC. If the Customer does not accept any provision of the GTC, they may not use the website or make purchases in the Webshop.

The processing of the Customer's personal data is governed by the Privacy Policy.

The language of the contract is Hungarian.

Orders received are automatically stored electronically by the Seller's system and can subsequently be viewed by the Customer by logging into their own account. The Parties agree that a contract concluded in this manner does not qualify as a written contract and is not filed by the Seller, therefore it cannot be accessed retrospectively, and is governed by Hungarian law.

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Seller's details

1.1. The developer and operator of this online Webshop (hereinafter: Webshop), as well as the seller of the products marketed in the Webshop, is:

Company name: Trendvital Market Kft.

Registered office: 1039 Budapest, Juhász Gyula u. 13. 5/48.

Postal address: 1039 Budapest, Juhász Gyula u. 13. 5/48.

Company Court: Court of Registration of Budapest

Company registration number: 01-09-287935

Tax number: 25765775-2-41

Bank account number: 10700392-69895627-51100005

Data processing registration number: NAIH-114836/2017

1.2. Customer service

Address: 1039 Budapest, Juhász Gyula u. 13. 5/48.

Opening hours: Business days, Monday to Friday: 9:00–19:00

Phone: 06 70 631 4690

Email: vitalitys@vitalitys.hu

1.3. Only new products are sold in the Webshop.

1.4. The Seller is entitled to unilaterally amend these General Terms and Conditions, provided that Customers are informed in advance through the Webshop interface. The amended provisions shall become effective with respect to the Customer upon their first use of the Webshop after the effective date and shall apply to orders placed after the amendment.

1.5. Any Customer who does not agree with the amendment of the rules must discontinue making purchases. The amendments do not affect contracts that have already been concluded (confirmed orders).

1.6. The Seller is also entitled to change the range of products sold, prices, deadlines, etc. Any such change shall take effect from the time it is published on the Webshop interface.

Registration

2.1. All parts of the Webshop's content are accessible to everyone. If the Customer wishes to register and make a purchase in the Webshop, they must provide the Seller with the following information by accepting these General Terms and Conditions:

Name,

Email address,

Address (delivery and billing address),

Phone number.

The Seller informs the Customer by email that the registration has been successfully completed.

2.2. The Customer is entitled to delete their registration at any time by sending a message to vitalitys@vitalitys-hair.hu. Upon receipt of the message, the Seller is obliged to delete the registration without delay. The Customer's user data will be immediately removed from the system after deletion; however, this does not affect the retention of data and documents related to orders already placed and does not result in the deletion of such data. Once removed, the data can no longer be restored.

2.3. The Customer is solely responsible for keeping their user access data, particularly their password, confidential. If the Customer becomes aware that an unauthorised third party may have obtained their password provided during registration, they must change their password without delay. If it is suspected that the third party may misuse the password in any way, the Customer must simultaneously notify the Seller.

2.4. The Customer undertakes to update the personal data provided during registration as necessary to ensure that the data is current, complete and accurate.

The purchasing process

3.1. While browsing the Webshop, individual products can be added to the virtual shopping cart by clicking the "Cart" function on the page of the selected product. There is no minimum order value. For purchases over HUF 30,000, we provide free delivery. After selecting the products, the actual ordering process can be started by clicking the "Checkout" button, after which the order can be submitted by completing the order form. Registration is not required before making the first purchase in the Webshop. Registration makes subsequent purchases easier and allows customers to take advantage of various discounts.

3.2. Orders can only be placed electronically through the Webshop. The Seller can only accept and fulfil an order if the Customer fully completes all fields on the registration and purchasing pages. The Seller accepts no liability for any damage resulting from failure to do so or for any technical problems arising during the process. Any additional shipping or other costs resulting from incorrectly or insufficiently detailed delivery addresses or other data and information shall be borne by the Customer.

3.3. If the contact details provided are incomplete, the Seller will not fulfil the order.

Technical options for correcting data entry errors:

4.1. Data entry errors can be corrected before clicking the "Confirm order" button. To go back, use the "Back" button. The data and login password provided during registration can be changed at any time after logging in under the "Customer details" menu. The contents of the "Cart" can be checked, modified or deleted at any time. If a data entry error is noticed after the order has been submitted, it must be reported immediately to info@vitalitys-hair.hu.

Binding nature of the offer, order confirmation

5.1. The Seller confirms receipt of the offer submitted by the Customer by an automatic confirmation email no later than 48 hours after receipt of the offer. This confirmation email contains the information provided by the Customer during the purchase or registration (billing and delivery information), the order ID, the order date, a list of the items belonging to the ordered product, the quantity, the product price, the delivery cost and the total amount payable. If the Customer has already submitted the order to the Seller and notices an error in the information contained in the confirmation email, they must notify the Seller within 1 day in order to avoid the fulfilment of unwanted orders.

5.2. The Customer is released from the binding nature of the offer if they do not receive an order confirmation email from the Seller within 48 hours.

5.3. This confirmation email constitutes acceptance of the offer made by the Customer on the part of the Seller, thereby creating a valid contract between the Seller and the Customer.

5.4. If the Customer has already submitted the order to the Seller and notices an error in the information contained in the confirmation email, they must notify the Seller within 1 day in order to avoid the fulfilment of unwanted orders.

5.5. The order constitutes a contract concluded electronically and is governed by the provisions of Act CVIII of 2001 on certain issues relating to electronic commerce services and information society services. The contract falls within the scope of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

Prices, characteristics and packaging of products

6.1. Product prices

The price displayed next to each product is always the gross price including VAT. The prices displayed in the Webshop are valid until withdrawn or changed.

6.2. Product characteristics

Product images displayed on the Webshop are for illustrative purposes only and may differ from the actual products. The Seller accepts no liability for such errors and will inform the Customer once the error has been identified.

6.2. Packaging

The Seller treats Customers' data confidentially. Therefore, apart from the Customer, neither the fact of the order nor the Customer's data will be disclosed or transferred to another person or company (except courier companies). (For more information, see the section on Data Protection.)

Delivery, personal collection

7.1. Delivery

The Seller can generally fulfil orders within 5 business days, provided that the given product is in stock. The Seller strives to meet the delivery deadline but accepts no liability if the above standard delivery time cannot be maintained. In the event of any delay, the Seller will always notify the Customer and provide information about the exact time of order fulfilment.

Please always provide a delivery address (e.g. a workplace address) where you are continuously available on business days between 8:00 and 18:00 and can receive the product.

In the case of delivery or personal collection, the Customer is obliged to check the integrity and quantity of the package at the time of receipt and sign the receipt if everything is in order with the product. If the packaging or product is damaged, the Customer must request a damage report to be drawn up on site. The Customer may only accept a product with damaged packaging at their own risk. The Seller is unable to accept subsequent quantitative or quality complaints without a damage report. By signing the receipt, the Customer acknowledges that the received package corresponds to the order both externally and in terms of its contents (the package is not incomplete and the packaging or product is not damaged).

If delivery is unsuccessful, the carrier will leave a notification and will make up to two further delivery attempts. Deliveries are made on business days between 8:00 and 18:00. The Customer is obliged to provide a delivery address where they can be reached during the above time period.

Delivery methods

8.1. Delivery is carried out by the following company:

Delivery is carried out by GLS courier service. The delivery fee is HUF 1,700 gross for orders under HUF 30,000.

8.2. Personal collection

At the Customer's choice, products purchased in the Webshop can also be collected in person. The personal collection point is the Seller's customer service and collection point at 1012 Budapest, Mikó u. 3. Personal collection is available during opening hours: Business days, Monday to Friday: 9:00–19:00. The Customer must also check the integrity of the package and packaging when collecting the order in person. You can inspect the product in our shop before paying for it.

Payment methods

Payment in our Webshop is only possible by bank transfer in advance.

9.1 Delivery fees

Payment by bank transfer: HUF 1,700 gross for orders under HUF 30,000.
Personal collection is free of charge.

Right of withdrawal

The provisions contained in this section apply exclusively to natural persons acting outside the scope of their profession, self-employment or business activity who purchase, order, receive, use or make use of goods, and who are the addressees of commercial communications and offers relating to the goods (hereinafter "Customer").

The Customer is entitled, in the case of a contract for the sale of a product, to withdraw from the contract without giving a reason within thirty (30) days from the date on which the Customer or a third party designated by them, other than the carrier, receives:

- a) the product,
- b) in the case of the supply of several products, the last product supplied,
- c) in the case of a product consisting of several lots or pieces, the last lot or piece supplied,
- d) if the product is to be supplied regularly over a specified period, the first delivery.

The Seller's statutory obligation is 14 calendar days; however, the Seller provides the Customer with a 30-calendar-day withdrawal period, allowing the Customer to exercise their right of withdrawal.

The Customer is also entitled to exercise their right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the product.

10.1. Procedure for exercising the right of withdrawal

If the Customer wishes to exercise their right of withdrawal, they must send a clear statement expressing their intention to withdraw (for example, by post, fax or email) to the Seller using the contact details provided in Section 1 of these GTC. The Customer exercises their right of withdrawal within the deadline if they send their withdrawal statement to the Seller before the expiry of the deadline specified above.

The Customer bears the burden of proving that they exercised their right of withdrawal in accordance with the provisions set out in Section 10.

In both cases, the Seller will promptly confirm receipt of the Customer's withdrawal statement by email.

In the case of withdrawal in writing, it shall be deemed to have been exercised within the deadline if the Customer sends the relevant statement to the Seller within 30 calendar days (including the 30th calendar day).

In the case of notification by post, the date of posting shall be taken into account for calculating the deadline. In the case of notification by email or fax, the time at which the email or fax was sent shall be taken into account. The Customer should send the letter by registered mail so that the date of posting can be credibly proven.

In the event of withdrawal, the Customer must return the ordered product to the address of the Seller specified in Section 1 without undue delay and no later than 30 days from the date of communicating the withdrawal statement. The deadline shall be considered met if the Customer sends the product (posts it or hands it over to the courier ordered by the Customer) before the expiry of the 30-day period.

The cost of returning the product to the Seller's address shall be borne by the Customer. The Seller cannot accept packages returned cash on delivery. Apart from the cost of returning the product, the Customer shall not incur any other costs in connection with the withdrawal.

If the Customer withdraws from the contract, the Seller shall refund all payments made by the Customer without undue delay and no later than 14 days from receipt of the Customer's withdrawal statement, including the cost of delivery, except for any additional costs resulting from the Customer choosing a delivery method other than the cheapest standard delivery method offered by the Seller. The Seller is entitled to withhold the refund until it has received the product back or the Customer has provided credible evidence that the product has been returned, whichever occurs earlier.

For the refund, the Seller shall use the same payment method as used for the original transaction, unless the Customer expressly agrees to use another payment method; the Customer shall not incur any additional costs as a result of using this refund method.

The Customer shall only be liable for any diminished value of the product if such diminished value resulted from handling beyond what was necessary to establish the nature, characteristics and functioning of the product.

10.2. The Customer is not entitled to exercise the right of withdrawal

With regard to sealed products which, for reasons of health protection or hygiene, cannot be returned after being opened following delivery (e.g. cosmetic products, creams, oils). Such products cannot reasonably be expected to be accepted for return by the Seller if the Customer has already opened the packaging directly protecting the product and/or started using it as intended, meaning that the hygienic or health-related quality of the product can no longer be guaranteed.

In the case of these products, the Customer is entitled to exercise the right of withdrawal only if the product packaging has not yet been opened.

If you have any questions regarding the exercise of the right of withdrawal, please contact our customer service using the contact details provided at the beginning of the GTC for further information.

Statutory warranty

11.1. Statutory warranty for defective performance

In the event of defective performance by the Seller, the Customer may assert a statutory warranty claim against the Seller.

In the case of a consumer contract, the Customer may enforce their statutory warranty claims within a limitation period of 2 years from the date of receipt for defects that already existed at the time of delivery of the product. After the two-year limitation period has expired, the Customer may no longer enforce their statutory warranty rights.

In the case of a contract not concluded with a consumer, the entitled party may enforce their statutory warranty claims within a limitation period of 1 year from the date of receipt.

The Customer may, at their choice, request repair or replacement, unless fulfilment of the selected claim is impossible or would involve disproportionate additional costs for the Seller compared to fulfilling another claim. If the Customer has not requested or is not entitled to request repair or replacement, they may request a proportionate reduction of the purchase price, or may have the defect repaired at the Seller's expense, or have it repaired by another party, or – as a last resort – withdraw from the contract. Withdrawal is not possible due to a minor defect.

The Customer may switch from the chosen statutory warranty remedy to another one; however, the Customer must bear the costs of the change unless the change was justified or was caused by the Seller.

The Customer must notify the Seller of the defect immediately after discovering it, but no later than two months after the defect was discovered.

The Customer may enforce their statutory warranty claim directly against the Seller.

Within six months from the date of performance of the contract, there is no condition other than notification of the defect for enforcing a statutory warranty claim, provided that the Customer proves that they purchased the product from the Seller (by presenting the invoice or a copy of the invoice). In such a case, the Seller is released from the warranty obligation only if it rebuts this presumption, i.e. proves that the defect in the product arose after delivery to the Customer. If the Seller can prove that the cause of the defect arose for a reason attributable to the Customer, the Seller is not obliged to accept the Customer's warranty claim. However, after six months from the date of performance, the Customer must prove that the defect identified by them already existed at the time of performance.

If the Customer asserts a statutory warranty claim with regard to a part of the product that is separable from the product in terms of the indicated defect, the statutory warranty claim shall not be deemed to have been asserted with regard to the other parts of the product.

11.2. Product warranty

In the event of a defect in the product (movable property), a Customer qualifying as a consumer may, at their choice, enforce the right specified in Section 11.1 or a product warranty claim.

However, the Customer may not simultaneously or in parallel assert a statutory warranty claim and a product warranty claim for the same defect. If a product warranty claim is successfully enforced, the Customer may assert their statutory warranty claim concerning the replaced product or repaired part against the manufacturer.

As a product warranty claim, the Customer may only request the repair or replacement of the defective product. Monetary compensation, a price reduction or withdrawal from the contract is therefore not possible, since no contractual relationship has been established between the manufacturer and the Customer and there is no contract between them. In the case of a product warranty claim, the Customer must prove the defect in the product.

A product is considered defective if it does not meet the quality requirements applicable at the time it was placed on the market or if it does not have the characteristics described by the manufacturer.

The Customer may enforce a product warranty claim within two years from the date the product was placed on the market by the manufacturer. After this period expires, the Customer loses this right. The Customer must notify the manufacturer of the defect without delay after discovering it. A defect reported within two months of its discovery shall be considered to have been reported without delay. The Customer shall be liable for any damage resulting from delayed notification.

The Customer may enforce a product warranty claim against the manufacturer or distributor (Seller) of the movable property.

Under the Civil Code, the manufacturer includes both the producer and the distributor of the product.

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

it did not manufacture or place the product on the market in the course of its business activity, or

the defect could not have been recognised at the time the product was placed on the market according to the state of science and technology, or

the defect in the product resulted from the application of a legal provision or a mandatory official requirement.

For exemption from liability, it is sufficient for the manufacturer or distributor (Seller) to prove one of these grounds.

Limitation of liability

Purchasing in the Webshop presupposes that the Customer is familiar with and accepts the possibilities and limitations of the internet, with particular regard to technical performance and possible errors.

The Seller shall in no way be liable for any of the following, regardless of the reason for their occurrence:

Failure to receive and/or accidental alteration of any data sent and/or received over the internet. Any malfunction of the internet network that prevents the Webshop from operating properly and

prevents purchases from being made.

Any malfunction of any receiving device or communication line.

Any letter sent without registered mail or acknowledgement of receipt – regardless of whether it arrives in paper or electronic form – and, in particular, any loss of data.

Improper operation of any software.

Consequences of any program error, extraordinary event or technical failure.

The Seller shall not be liable on any grounds for any direct or indirect damage resulting from connecting to or viewing the Webshop.

The Customer shall be liable for any damage arising from providing or publishing another person's personal data in the Webshop. In such cases, the Seller shall provide all assistance to the competent authorities in identifying the person responsible for the infringement.

All Customers may use the public communication channels forming part of the Webshop (writing product reviews) at their own responsibility. The Webshop is not automatically moderated; however, if a notification or report concerning unlawful or prejudicial content is received, or if such content otherwise comes to the Seller's attention, the Seller is entitled to temporarily or permanently remove any content or part thereof without giving reasons. In the event of repeated or serious unlawful conduct, the Seller is entitled to permanently exclude the Customer concerned from using the website, including deleting their registration.

Copyright

All copyrights to the content available on the Webshop (texts, articles, product descriptions, information, these GTC, etc.), graphics, images, other information and data belong to the Seller without territorial or temporal limitation. In particular, it is prohibited to use content downloaded from the Webshop for purposes other than purchasing in the Webshop, to modify, copy, etc. such content. In the event of infringement of the Seller's copyright or other rights, or breach of this contract, the Seller will immediately initiate legal proceedings against the infringer. By using the Webshop, the Customer accepts that copying the content of the Webshop or using it for purposes other than those specified herein shall constitute an infringement (breach of these GTC) even if the content is not otherwise protected by copyright. In the event of any such infringement, the Customer agrees to pay the operator of the Webshop a contractual penalty of at least HUF 50,000, without the Seller being required to separately prove the damage suffered.

The Seller reserves the right to initiate proceedings before courts or authorities against any person who commits or attempts to commit an infringement through the use of the Webshop, including making purchases. The Webshop shall not be held liable for any infringement committed by a third party against any user or Customer.

In the event of any infringement related to the use of the website or concerning the website, or any infringement of the Seller's interests, the Seller is entitled to immediately suspend the Customer's registration and delete their personal and other data as well as their registration. The data may continue to be processed for the purposes of proceedings relating to the infringement or harm to interests. The Seller is not obliged to notify the Customer of the above measures.

A link to the Webshop may be freely placed on the internet. However, the Seller is entitled to request its removal without giving reasons.

The Webshop or any part thereof may only be displayed on another domain, for example as a framed application – as part of the other website – with prior written permission.

The website on which a link to the Webshop is placed must not give the impression that the Seller recommends or supports the use or purchase of any service or product marketed or offered on that website.

The linking website must not contain false information about the legal relationship between the Seller and the linking website or about the Webshop. The Webshop will take action against any link

leading to it that harms the reputation or interests of the Seller or the Webshop.

Certain services of the Webshop place a unique identifier, known as a cookie, on the user's computer. Cookies are used exclusively to facilitate user "authentication" and are not used by the operator for any other purpose. Disabling the acceptance of cookies by the user does not prevent the use of the Webshop's services.

Data protection

The operator of this website declares that, in accordance with the GDPR Regulation entering into force on 25 May 2018, it does everything possible to ensure the lawful and secure processing of its customers' data. [For more information about the data processed, please click here to read the Privacy Policy.](#)

The Operator does not require registration to use the website. However, registration is required to make a purchase in the Webshop, during which the Operator obtains the user's personal data. The provision of data is voluntary in all cases.

In accordance with Act LXIII of 1992, the Operator treats the personal data recorded during orders placed in the Webshop confidentially and does not disclose it to any third party for any purpose, except for the Operator's subcontractors whose involvement is necessary for the delivery of orders (courier services).

The data is stored only until the person who provided the data requests its deletion in writing. The data is not used to send advertising materials, offers or information for the purpose of direct marketing. Such messages are sent to users and customers only if they have expressly authorised the Operator to send newsletters electronically (newsletter subscription). The Operator treats the data provided when subscribing to the newsletter available while browsing the Webshop confidentially, does not transfer it to third parties, and an unsubscribe option is provided at the bottom of every newsletter. Unsubscription can also be requested through one of the Customer Service contact details.

Complaint handling: The address, telephone number and postal address that can be used for submitting complaints and for communication are the same as the Customer Service contact details specified in Section 1 of the Webshop.

The Customer may submit a complaint verbally or in writing to Customer Service. Written complaints can be submitted through our website.

The Seller will immediately investigate verbal complaints and remedy them where necessary. The Seller will proceed in accordance with the rules applicable to written complaints.

A complaint recorded by telephone or another means of communication will be assigned a unique identifier by the Seller, which will simplify the retrieval of the complaint later.

The Seller will provide a substantive response to a written complaint received within 30 days. For the purposes of this contract, the measure means the posting of the response.

If a complaint is rejected, the Seller will inform the Customer of the reason for the rejection.

16.1. Other options for enforcing rights

If a consumer dispute that may arise between the Seller and the Customer cannot be resolved through negotiations with the Seller, the following legal remedies are available to the Customer:

- Filing a complaint with the consumer protection authority,
- Initiating proceedings before a Conciliation Board:

Registered office of the Budapest Conciliation Board:

1016 Budapest, Krisztina krt. 99. III. em. 310.

Postal address: 1253 Budapest, Pf.: 10.

Email address: bekelteto.testulet@bkik.hu

Fax: 06 (1) 488 21 86

Phone: 06 (1) 488 21 31

– Initiating court proceedings.

For the purposes of applying the rules concerning the Conciliation Board, a Customer also includes a civil organisation, church, condominium, housing cooperative, micro-enterprise, small enterprise or medium-sized enterprise as defined by separate legislation, who purchases, orders, receives, uses or makes use of goods, or is the addressee of commercial communications or offers relating to the goods.