

# General Terms and Conditions

**Valid: from 15/10/2014**

Please be informed that by using the webshop operating on [www.cyclolab.hu](http://www.cyclolab.hu) domain and its sub-domains (hereinafter referred to as the webshop) you agree to the provisions contained in these terms of use. Please only continue using the webshop if you have studied and fully accepted the Terms and Conditions.

Cyclolab Ltd (hereinafter referred to as the provider, service provider) is free to change the provisions of these Terms and Conditions, range and purchase price of traded products, deadlines etc... The change becomes effective on the date of appearance in the webshop. Any customer who does not agree with the terms of the modifications shall stop buying. The changes do not affect the already established contracts (confirmed orders).

This document is not filed, will only be concluded in an electronic format, does not constitute a written contract and is written in English.

For questions arising about the operation, ordering and delivery process of the webshop we are at your disposal by the [contact details provided](#).

The scope of these Terms and Conditions is to cover the legal relationships on the provider's website ([www.cyclolab.hu](http://www.cyclolab.hu)) and its sub-domains, it is continuously available and can be downloaded from the website, can be printed in PDF format: [gtc.pdf](#)

## 1. DATA OF SERVICE PROVIDER

Name of service provider: **Cyclolab Ltd.**

Location of service provider: **Illatos út 7., H-1097 Budapest**

Contact of service provider: [cyclolab@cyclolab.hu](mailto:cyclolab@cyclolab.hu)

Company registration number: 01-09-162381

Tax number: 10678970-2-43

Name of licensing authority recording it in the registrar: Metropolitan Court

Language of contract is: English

## 2. BASIC PROVISIONS

2.1. Questions not covered by this Policy and interpretation of this Policy are governed by the Hungarian law with particular regard to certain aspects of the ACT V OF 2013 On The Civil Code (the "Civil Code".) and of the relevant provisions of Act CVIII of 2001 (Elker Act.) about the e-commerce services and information society services. The mandatory provisions of relevant laws shall prevail without specific clause to the parties.

2.2. This Policy will remain in force and effect from October 15, 2014, until revoked. The provider is entitled to unilaterally amend the Policy. The changes in the service shall be published 15 days prior on the website before entering into force. Users accept that by using the site all regulations relating to the use of the website will automatically apply to them.

2.3. When the user enters the webshop or site operated by the provider or reads its contents in any way – even if the user is not a registered user of the webshop – the user acknowledges and accepts being bound by the Policy. If the user does not accept these terms then no permission is granted to the user to view the contents of the shop.

2.4. The provider retains all rights of the webshop and of any of its parts or the contents appearing on it and of the distribution of the website. It is prohibited to download, electronically store, process and sale the contents or any of their

parts appearing on the webshop without the written consent of the provider. The information presented specifically as downloadable can be downloaded for personal purposes.

### **3. RANGE OF AVAILABLE PRODUCTS AND SERVICES**

3.1. The prices of the displayed products are given in EUR and in USD excluding statutory VAT, taxes and cost for delivery. Packaging costs will not be charged separately.

3.2. The service provider of the webshop indicates the name and description of the products in details.

3.3. If promotional price is introduced the users are fully informed about the promotion and the exact duration of it by the service provider.

### **4. PLACING AN ORDER**

4.1. The user/customer may only use the webshop and purchase products after registration.

**We inform users that placing an order in the webshop means an obligation to pay for it.**

4.2. The user/customer sets the number/amount of the product or products to be purchased.

4.3. The user/customer puts the selected products in the cart. User/customer can always see the cart by clicking on the "Cart" icon.

4.4. For placing additional products in the cart the user selects the "Back to shop" icon. In case of not wanting to buy more products, the user checks the number/amount of products in the cart. By clicking on the icon "Remove-X" the user can delete the contents of the cart. After finalizing the quantity the cart can be updated by clicking on the "refresh/update cart" icon.

4.5. The user/customer selects the shipping address and the shipping / payment method from the following types:

#### **4.5.1 PAYMENT METHODS**

**4.5.1.1. Bank Transfer in Advance:** In this case the user can transfer the price of pre-ordered product with the following information:

Recipient's bank: K&H Bank

Recipient's Name: Cyclolab Ltd.

TAX number: 10678970-2-43

EU VAT number: HU 10678970

Recipient's EUR Account Number: 10201006-60031121-00000000

IBAN: HU81 1020 1006 6003 1121 0000 0000

Recipient's USD Account Number: 10201006-60041429-00000000

IBAN: HU61 1020 1006 6004 1429 0000 0000

SWIFT code: OKHBHUHB

**4.5.1.2. Credit/Debit Card Payment:** At the time of the order the user pays the purchase price, taxes and shipping costs with a credit card. The product(s) will be shipped after the arrival / crediting of the purchase price to the provider's bank

account. The availability of the product and the estimated shipping lead time are sent to the customer after the order is confirmed.

After ordering the product, selecting and choosing a payment method, the user clicks on "Credit Card Payment". The user is redirected to the website of K&H Bank where the user can pay by credit card through the 128-bit SSL encrypted standard transaction used by the bank. The user only has to give the credit card number, expiration date and three-digit verification number on the back of the card on the payment server of K&H Bank.

Currently accepted cards by K&H Bank: VISA Classic, Visa Electron and Eurocard/Mastercard.

**Important!** Credit cards that are issued exclusively for electronic use will only be accepted in case the use of them is authorized by the card-issuing bank! Please check with your bank if your card can be used for purchase through the Internet Bank!

Following the successful purchase, K&H Bank issues a transaction authorization number, which the user should write down or print out the entire page. In case of an unsuccessful transaction, K&H Bank communicates the problem in an error message.

**By using the system, Cyclolab Ltd. does not get the data of the card, only K&H Bank does. Cyclolab Ltd. receives only a notification of the successful transaction.**

**Important!** In case you do not pay in EUR and USD, exchange rates of the currencies may modify the total calculated price.

#### 4.5.2 SHIPPING

Products ordered on our website shall be delivered by courier and the following charges shall be included in the total sum of your order:

Final destination: Hungary: 5 EUR

Final destination: Europe: 35 EUR

Final destination: Any other: 55 EUR

In case the above general costs do not apply for your order for any reason, our team will contact you.

4.6. The user/customer should accept the terms and conditions and confirm the details of the order to finalize it.

### 5. PROCESSING AND EXECUTING ORDERS

5.1. Orders are processed during business hours. It is possible to order beyond the time indicated as processing orders, in case it occurs after the end of the working time, it will be processed the following day. The service provider's customer service in all cases electronically confirms when the order can be completed.

5.2. If service provider fails to perform its obligation set in the contract, because the product specified in the contract is not available, the user must be immediately informed and the amount paid by the user shall be refunded to the user immediately, or not later than in 14 days. Performing this obligation does not exempt the provider from other consequences of breaching the contract.

5.3. The service provider is not responsible for any changes in technical reviews, specifications without prior notice because of the supplier, or by reasons beyond its control. The service provider reserves the right to refuse orders already confirmed, in part or in full. Partial fulfillment is possible only after consulting with the user.

### 6. RIGHT OF TERMINATION

6.1. According to the [2001/83/EU](#) directive by the European Parliament and the Council, and the [45/2014 \(II. 26\) Government Regulation](#) on the detailed rules for contracts between the customer and the service provider the user may terminate the contract without giving any reasons within fourteen (14) calendar days of receipt of the ordered product and returns the product ordered.

6.2. The time to exercise the right of withdrawal expires 14 days from the date on which the user, or its designated third party - other than the courier - receives the product or in case of a multipart delivery, receives the last package.

6.3. In case of cancellation, the cost of returning the product shall be borne by the user, if the provider has not agreed to bear those costs.

6.4. When exercising the right of withdrawal the user is not charged with additional expenses beyond the cost of returning the product, however, the provider may demand compensation for damage resulting from improper use.

6.5. The user is not entitled to a right of withdrawal for a product that was not prefabricated, but was produced based on the customer's instructions or explicit request, or in the case of a product which was clearly personally designed for the customer.

6.6. The user cannot exercise the right of withdrawal with a product in a closed package that cannot be returned after opening following the delivery for health protection or hygienic reasons, or in respect of a product, which by its nature is inseparably mixed with other products following the delivery.

6.7. After the return of the product the service provider pursuant to the above legislation, immediately, but not later than 14 days refunds the amount paid by the user including the shipping charges.

6.8. The user is obliged to send back or deliver the goods to the service provider without undue delay, not more than 14 days from sending the notice of contract withdrawal for the service provider and in no case later.

6.9. The user will comply with the time limit, by returning or delivering the product(s) before the expiry of the 14 day period.

6.10. The user bears only the direct cost of returning the product, unless the service provider has agreed to bear the cost.

6.11. The user will only be liable for the occurred diminished value of goods, if it is due to a different process than the usual inspection method of the nature, the characteristics and operation of the product.

6.12. The service provider may withhold the refund until it has regained the product(s), or if the user provided no evidence of sending it back: of the two above whichever is the earlier date shall be taken into consideration. The service provider does not take back cash on delivery (COD) returned product(s).

6.13. If the user wishes to exercise the right of withdrawal, the user can indicate it in a written form sent to one of the [contact details](#) of the service provider or by telephone. In case of a written indication sent by mail the date of posting is considered, or by using phone the date of the phone call will be considered. In case of indication by mail, only those marked as registered mail or package will be accepted by the service provider. The ordered product can be sent back to the service provider by mail or courier service.

6.14. The user should especially take care to use the product as intended, as the cost of damage resulting from improper use shall be borne by the customer. Within fourteen days after the return of the product the service provider reimburses the purchase price including the shipping cost to the bank account given by the user.

6.15. 45/2014. (II.26.) Government Regulation about the detailed rules for contracts between the customer and the service provider is available [here](#).

6.16. 2011/83/EU Directive of the European Parliament and of the Council can be found [here](#).

6.17. The user can contact the service provider with other complaints as well through the [contact details](#).

6.18. The right of withdrawal does not belong to a business, that is, a person who is acting within profession, independent occupation or on his business.

## **7. WARRANTY**

7.1. In case of defective performance of the service provider that operates webshop, the user may file a warranty claim against the service provider based on the rules of the Civil Code.

7.2. The user - according to his choice - is entitled with the following warranty claims: the user may require replacement unless it is impossible to meet the demands of the user, or the service provider would have a disproportionate additional cost compared with other requirements to fulfill. If the replacement is not requested, or could not be demanded then the user may require the proportionate delivery of consideration or the user may fix the error at the service provider's expense, or get it fixed by a third party or – as a last resort - may withdraw from the contract. The user may convert form the chosen right of warranty to another, however, the cost of the conversion is borne by the user, except if it is justified, or if the service provider has given a cause for it.

7.3. The user is obliged to communicate the problem immediately after its discovery, but not later than within two weeks after the discovery of the failure.

7.4. The user may assert a warranty claim against the service provider.

7.5. There is no additional condition for asserting a warranty claim by the user beyond the disclosure of the failure within six months of fulfillment if the user confirms that the product or service was offered by the service provider operating the webshop. After six months have elapsed from the date of fulfillment, however, the user is required to prove that the error detected by the user existed at the time of completion.

## **PRODUCT WARRANTY**

7.6. In case of incompliance of the products the user - according to its choice - may assert warranty or product liability claims.

7.7. The user can only request as product liability claims the replacement of the defective product.

7.8. A product is defective if it fails to meet the specification listed in the manufacturer's description.

7.9. The user can enforce its product warranty claim within six months from the delivery of the product by the manufacturer. After this deadline, the user loses this right.

7.10. The user can exercise its product warranty claim only against the manufacturer or dealer of the products. In case of enforcement of product warranty claim the user will be required to prove the inadequacy of the product.

7.11. The manufacturer (supplier) shall be exempt from product warranty liability only if it can prove that:

- The product is manufactured or placed on the market by non-business activities
- The failure could not be recognized due to the level of science and technology at the time of marketing
- The defect of the product results from the legislation or the application of mandatory regulatory requirements
- During proving the inadequacy of the product the user's claim is proven false.

The manufacturer shall prove sufficient reasons for exemption. For the same error a warranty and product warranty claims cannot be enforced at the same time. However in case of successful warranty claim enforcement, the product warranty claim for the replaced product is assertable against the manufacturer.

## **8. THE WARRANTY CLAIM PROCEDURE**

8.1. In the Contract between the customer and service provider the agreement between the parties may not differ from the provisions of the regulation to the detriment of the customer.

8.2. The customer is obliged to prove the conclusion of the contract (with invoice or receipt as well).

8.3. The service provider must record a report of warranty or guarantee claim of the customer it was notified of.

8.4. A copy of the report shall be made immediately available to the customer, in a verifiable way.

8.5. If the service provider cannot comment on their position about feasibility of completing the warranty or guarantee claim of the customer upon reporting - in case of rejection of the claim, about the reason for the rejection or the

possibility to turn to a Conciliatory Body - it is obliged to notify the customer within five working days in a verifiable manner.

8.6. The service provider is required to keep the report for three years after recording and present it at the request to the supervisory authority.

8.7. The service provider must make an effort to carry out replacement within sixty days.

## **9. MISCELLANEOUS PROVISIONS**

9.1. To fulfill an obligation the provider is entitled to use an intermediary. In case of unlawful conduct of this the service provider bears full responsibility, as if the unlawful conduct had been committed by the service provider itself.

9.2. If any part of this Policy becomes invalid, wrongful or unenforceable, the validity, legality and enforceability of the remaining parts are not affected.

9.3. If the service provider does not exercise its right entitled under the Policy, failure to exercise the rights cannot be considered as a waiver of that. Waiver of any right is only valid and becomes effective when it is expressed in written notice. If the provider does not strictly stick to the Policy or to its essential conditions or stipulations for one time that does not mean that the provider waives to adhere to the strict compliance with that condition or stipulation in the future.

9.4. The service provider and the user try to settle their disputes through peaceful means.

## **10. HANDLING COMPLAINTS**

10.1. Our service provider is designed to perform all orders with adequate quality and with the customer's complete satisfaction. If the user does have some complaints about the contract or its performance, the user can communicate the problem by the above e-mail or by letter.

10.2. The provider immediately examines the written complaint and remedies it as it is necessary. If the user does not agree with the handling of the complaint, the service provider immediately draws up a report of the complaint and its position related, and hands over a copy of the report to the user. If an immediate investigation of the complaint is not possible, the service provider shall make a record of the complaint, and shall provide a copy to the user.

10.3. The webshop responds to the written complaint in writing within 30 days. It gives reasons of its position if rejecting the complaint. It keeps a copy of answers for 3 years and presents it to the supervisory authorities upon their request.

## **11. PRIVACY POLICY**

The data management policy of the site is available [here](#).

Budapest, October 15, 2014