

# GENERAL TERMS AND CONDITIONS

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## **I. General Information**

### **DATA OF SERVICE PROVIDER (later used as Flavon):**

**Name: Flavon UK Ltd**

**Head quarter: 305 Neasden Lane, London, NW10 1QR, United Kingdom**

**Company ID: 09916668**

**Director: Mr. Laszlo Gaal (Jr.)**

**E-mail address: [london@flavoninternational.com](mailto:london@flavoninternational.com)**

**Central phone number: +44 20 8452 2993**

**Information Commissioner's Office registration reference: ZA182089**

**Registered in England and Wales.**

The General Terms and Conditions of this Agreement includes the rights, liabilities and important information in relation to all services provided by Flavon through the website [www.flavonmax.com](http://www.flavonmax.com) (later used as Website).

These General Terms and Conditions shall apply to all the commercial items of Flavon sold through this website or to the registration to Flavon's system, regardless of the ordered product or the person who ordered it. When Members register to Flavon and also at the first time they log in to their Back Office, they accept the General Terms and Conditions. These General Terms and Conditions are public. Flavon considers these conditions extremely important and does everything in order to ensure that the Members learn about these conditions at the latest when they log in to their Back Office for the first time, and that the Members can download and store the General Terms and Conditions at any time.

## **II. ONLINE REGISTRATION TO FLAVON**

### **II.1. Registration**

If a natural person above the age of 18 years wishes to join Flavon's system he/she can do so electronically by filling out the form under the 'webshop/registration' menu option at the website [www.flavonmax.com](http://www.flavonmax.com). By joining, the new Member is obliged to provide the Membership ID-number (Sponsor ID) of the person from whom he/she heard about Flavon and through whom he/she would like to join the system. When submitting the form by clicking on the 'I'm registering' button, the individual will not become a Member of Flavon yet. The condition for becoming a Member is to purchase a carton of product. After submitting the registration Flavon sends the future Member's email address a welcoming, informant letter containing his/her ID-number and password. The pre-registered Member becomes a Member of Flavon by purchasing the first, so called registration carton.

With registering and purchasing the registration carton the Member accepts and agrees to oblige to the content of this general Terms and Conditions. Flavon files and stores the sent registration under the Membership ID. The prevailing General Terms and Conditions which can be found on the website at <https://www.flavonmax.com/backoffice/downloads/> are normative for registered Members.

## **II.2. Content of the Membership Agreement**

After becoming a Member, Members are entitled to purchase Flavon products at a Member's price and to have a chance to benefit from the compensation offered by the marketing plan. Members acknowledge that they are independent from Flavon, and they are not Flavon's employees, agents or representatives; therefore they are not entitled to undertake liabilities on Flavon's behalf.

If Members get their commission through their company, they are the agent or representative of those enterprise therefore they have full, independent representation right in that business. Flavon pays the commission that generated on their position to the Member or the variable company that the Member named and with whom Flavon signed a DBA agreement. Members acknowledge that no guarantees are made to them with respect to income, success or profit.

By joining Flavon, Members commit to the following obligations:

- a) they agree to refrain from using names, trademarks or other materials protected by copyrights of Flavon without Flavon's prior written consent;
- b) they may not use the Flavon network, its membership list or any other confidential information for the distribution or sale of products or services other than the goods distributed by Flavon, or collaborate with other persons in such acts;
- c) they may only use the publications, information leaflets, brochures, books, DVD-s, flyers and internet websites published by Flavon, and shall not modify or use them in a manner or for a purpose different from that originally intended. Self-compiled materials or advertisements to be published shall in all cases be submitted to Flavon for approval;
- d) they are forbidden to make statements deceiving consumers or attributing any healing effects of the product. They are forbidden to make statements regarding the products or the network in any type of media (traditional, electronic, etc.) without the prior written consent of Flavon;
- e) they comply with the bidding data protection regulations in force at any time.

Members acknowledge that:

- a,) they shall be liable for all consequences of any unfair market practices. Any liability of Flavon with respect to such practices is hereby excluded.
- b,) any Member and his/her company infringing the present General Terms and Conditions and the Organizational and Operational Regulations of Flavon, or damaging the business reputation of Flavon shall be deemed to have committed a breach of contract;
- c,) the disclosure of any confidential information to a third party, even to a relative of the Member, shall result in the termination of the DBA agreement and the Membership Agreement.
- d,) Flavon may modify the Organizational and Operational Regulations or the related marketing plan without prior notification of the Member. The modification comes into effect when it is announced on the company's website: [www.flavonmax.com](http://www.flavonmax.com).

Both parties may withdraw from the Membership Agreement with 1-month notice at any time. Any violation of the Member's obligations under the present contract or the Organizational and Operational Regulations shall result in the termination of the membership. In such case, Flavon will be entitled to

delete the Member from its system as well as oblige the Member to pay damages and a contractual penalty. The amount of the contractual penalty shall be ten times the Member's commission of the month prior to the breach of obligation. Flavon may demand damages in excess of the amount of the contractual penalty.

Annex 1 of this agreement is Flavon's Organizational and Operational Regulation which the Member is obliged to accept and acknowledge with his/her specific declaration.

### **III. PURCHASING PRODUCTS THROUGH ELECTRONIC MEANS**

#### **III.1. The range of products that can be purchased from Flavon**

The range of products and prices (displayed as gross prices) can be found in the Back Office under the 'orders/placing new orders' menu option. The price of the products does not include the delivery cost. Flavon reserves the right to change the displayed prices.

#### **III.2. How to purchase**

Purchasing through the webshop (<https://webshop.flavonmax.com/>) can be carried out electronically, in the way defined in the present General Terms and Conditions. Flavon reserves the right to verify the data of Members and, if the authenticity of the given data is doubtful, questionable or cannot be interpreted, the order can be removed.

On the webshop operated by Flavon Members add the chosen product that they would like to buy to the cart and at the same time indicate the quantity they would like to order. The cart lists the products chosen by the Member, the quantity of the products, the unit prices, the delivery costs and the total amount to be paid by the Member. After clicking on the 'Next' button it is necessary to fill in the 'details of order' sections at which point Members need to fill the details relating to the order and after this can check all personal data and the details provided relating to the order. If the Members are satisfied with the data, they can then submit their order to Flavon by clicking on the 'Finish' button. If the Members would like to modify the data, then by clicking on the 'Back' button they can return to the order form and make the necessary changes.

Members can place their order by clicking on the 'Finish' button. The order is confirmed in a written, electronic form by Flavon, by sending an e-mail to the e-mail address given by the Member. Flavon confirms the fact and establishment of the order, contract and the composition of the order within 48 hours of the order being placed by sending an e-mail to the e-mail address given by the Member in accordance with the regulations in force. If the order confirmation from Flavon does not arrive to the Member within 48 hours of the order, the contract between the parties has not been established and therefore the Member is exempted from the obligations related to the offer and the Member and Flavon are both exempted from the contractual obligations. If data in the confirmation e-mail does not correspond to those submitted by the Member, Members shall inform Flavon about the discrepancy in 1 day in e-mail.

Members can place their order and use the webshop in the following languages: Bulgarian, Czech, French, Polish, Hungarian, German, Swedish, Slovakian and English. The language of the contract is English.

### **III.3. Confirmation**

In every case, Flavon's order confirmation includes the name of the ordered product, the quantity, the chosen delivery and payment method, the unit price of the product and delivery cost, the total amount to be paid by the Member and the expected delivery date.

In every case, Flavon promptly informs the Members if Flavon learns that the ordered product is not available, or if Flavon cannot deliver the product by the expected deadline given in the order confirmation. Flavon informs the Member of the above conditions by the original delivery date at the latest, in a written form, by indicating the changed delivery date and by giving the Member the chance to indicate - within 48 hours of the receipt of the information - to Flavon whether he/she still would like to receive the order or withdraw.

Flavon has no liability for the delivery delays or other delivery problems due to incorrect, incomplete, or incorrectly entered data by the Member – for example, the Member is unavailable at the given address – given that Flavon provides an opportunity for the Member to check the data during placing the order in every case.

The Member, by joining the network – as well as by placing an order – submits to Flavon's Data Protection Policy in force which can be accessed here: [www.flavonmax.com/backoffice/downloads](http://www.flavonmax.com/backoffice/downloads).

### **III.4. Payments, product prices**

#### **III.4.1. Payment methods**

At Flavon the following payment methods are available for paying for the ordered products:

- a) Bank transfer in advance: the Member pays the price of the ordered products to Flavon's bank account by bank transfer before their delivery. When making the transfer, the order number must always be indicated in the comment field. In case of bank transfer, after receiving the order Flavon will send the Member all details necessary for making the bank transfer in an e-mail;
- b) Payment by debit/credit card: Flavon provides the option to pay for the ordered products in advance by using the debit/credit card payment system operated by OTP Simple. If Members choose this payment method, the system will redirect them to the website operated by OTP Simple. Flavon does not take responsibility for the content of that website, the data provided there, extra costs charged by the Bank there and for other information provided there.
- c) Cash: Members can pay with cash in Flavon's office if they chose to pick up their carton(s) there.

If the order is not paid within 2 months of placing the order, Flavon will automatically cancel the order. Payment of the ordered products is a condition of delivery.

The Member may deviate from the chosen method of payment only with the prior consent of Flavon.

#### **III.4.2. Product prices**

The purchase price of the products indicated on the Website includes VAT and other fees but does not include the cost of delivery. The prices are listed in British pounds (GBP).

Flavon reserves the right to change the price and does not take liability for any errors in the Website.

Flavon reserves the right to change the materials or the products and prices listed in them on the Website at any time without prior notice. In this case, orders placed before the modification will be fulfilled on the terms and at the price prior to the modification.

Flavon does not take liability for a price that has been incorrectly displayed despite the care of Flavon and / or due to a system error, or for an obviously wrong, unrealistic price (e.g. GBP 0) that is significantly different from the well-known price of the product. In such cases, Flavon is not obliged to provide the product at the price incorrectly indicated on the Website.

In case of an incorrect price displayed on the website, Flavon will offer – in writing - the Member the option to purchase the product at the actual price. Having this information the Member may decide to order the product at their actual price or cancel the order without any adverse legal consequences.

### **III.5. Invoice**

Flavon issues an electronic invoice which is sent electronically by e-mail to the Member. At the request of the Member, Flavon will make the invoice available to the Member on paper.

Invoices issued to the Member are available to see for the Member in the Back Office.

### **III.6. Receiving the order**

The Member shall receive the ordered goods in accordance with those selected at the time of ordering and confirmed by Flavon:

- by delivery to the delivery address provided by the Member within the time interval indicated in the order confirmation by courier service,
- from CP (from the CP selected when ordering) or
- in person in Flavon's office.

### **III.7. Shipping information**

The delivery address provided with the order cannot be changed afterwards. The ordered products are shipped by a courier service or a delivery company. The costs of delivery are displayed in the order confirmation.

The delivery cost applies to one delivery. If the product cannot be delivered due to the fault of the Member then any additional costs arising from this should be covered by the Member. The Member is obliged to check the integrity of the product packaging upon receipt, to accept the products by signing the delivery document in the case of correct delivery, thus acknowledging the fact, place and date of the delivery. If the Member notices any visible damage on the package on receipt then he/she is entitled to refuse the receipt of the package. , This fact and an indication of the reason of refusal should be displayed on the delivery document and must be signed by the Member. The carrier is responsible for any damages occurring during shipping.

More information about the delivery costs and times is available here:

[https://www.flavonmax.com/trainingcenter/doc/2021\\_szall\\_dijak\\_netre\\_EN.pdf](https://www.flavonmax.com/trainingcenter/doc/2021_szall_dijak_netre_EN.pdf)

### **Remote and hard-to-reach area surcharge**

Delivery to low-population locations and hard-to-reach domestic and international areas involves higher delivery costs. The remote and hard-to-reach area surcharge shall adequately reflect the fees of services to such areas.

The remote and hard-to-reach area surcharge is determined by the parcel delivery company in contract with Flavon, in each case individually, on the basis of the delivery address.

The Member is obliged to pay the surcharge based on the information provided by Flavon.

You can find out more about remote and hard-to-reach area surcharges on the following websites:

<https://www.ups.com/hu/hu/shipping/zones-and-rates/area-surcharge.page?>

### **III.8. The Member's right of withdrawal**

In case of online ordering the Member has the right to withdraw from the purchase within maximum 14 days following receipt of the product without any reason, by sending a written notice to the headquarter or email address of Flavon. The Member can practice his/her right to withdraw with a clear statement. The Member practices his/her right of withdrawal on time if she/he sends his/her statement before the above mentioned deadline. After Flavon UK Ltd. received the statement – in case of mails after receiving it – will confirm the arrival of the withdrawal. In this case Flavon will delete this Member from the database. The Member is obliged to give the products back to Flavon in undamaged conditions within 14 days in case of withdrawal. After receiving the product or the proof of that it has been sent back within 14 days the price and other services (delivery cost) will be refunded by Flavon the same method as the payment was made to the Member. Due to the method of refund the Member can't be charged with any extra costs. The Member pays the cost of resending the product, the cost is not expected to be more than 25 euros. The Member loses his/her right of withdrawal if he/she cannot give the product completely back to Flavon UK Ltd. in undamaged, unopened conditions.

You can see a sample of the Revocation of Contract on the following link:  
[https://www.flavonmax.com/trainingcenter/doc/elallasi\\_nyilatkozat\\_EN\\_UK\\_2021.pdf](https://www.flavonmax.com/trainingcenter/doc/elallasi_nyilatkozat_EN_UK_2021.pdf)

### **III.9. Complaints**

Any warranty issues can be reported via an e-mail or by post to Flavon's headquarters.

Flavon always aims to amicably resolve any problem or issue with the Members. The Members can report their objection regarding Flavon's activity by sending a post to the headquarters or by sending an email to Flavon. Flavon will investigate all complaints and informs the Members of the result in 30 days.

### **III.10. Miscellaneous provisions**

With regard to the Member's order through his/her Back Office, Flavon assumes that the Member has knowledge of the technical and legal regulations relating to electronic commerce. Flavon takes no responsibility for any faults arising from the lack of this knowledge or for any faults of electronic

products or any errors committed by IT or telecommunication providers. The protection of the Member's computer and the stored data on it is the responsibility of the Member. The right to modify the General Terms and Conditions at any time is reserved by Flavon. The modification comes into effect when it appears on the company website.

In effect from 01 June 2021