

# GENERAL TERMS AND CONDITIONS

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## **I. General Information**

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

Name: Flavon Express Kft.

Headquarters: HU-4033, Debrecen, Veres Péter utca 19

Registered at the Companies Court of the General Court of Debrecen under company registry number 09-09-016455

tax number: HU14564169

Represented by: Director László Gaál

E-mail address: [info@flavongroup.com](mailto:info@flavongroup.com)

### **Data Protection Officer:**

Name: József Nagy

Tel: 003670 967 8853

e-mail: [dataprotect@flavongroup.com](mailto:dataprotect@flavongroup.com)

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 registration to Flavon's system and the commercial items of Flavon sold through this website or by phone, regardless of the ordered product or the person who ordered it.

In this document, the following terms are used to refer to a person visiting the Website: Visitor, Customer. A person registered in Flavon's network is called a Member. 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.

## **Terms of use**

### **I.1. Responsibility**

Visitors or prospective Members may use the Website solely at their own risk and agree that Flavon shall not be liable for any property damage or non-material damage arising from the use of the Website beyond the liability for intentional breach of contract or for damage to human life, bodily injury or health. Flavon excludes all liability for the conduct of users of the Website, except for the liability of any intermediaries it may employ, and the Visitors of the Website are fully and solely responsible for their own conduct. Visitors of the Website must ensure that they do not infringe, directly or indirectly, the rights of third parties or the law when using the Website.

## **I.2. Copyright**

The Website is a specific compilation of copyright works and other content, which is protected as a collective work pursuant to Article 7 of Act LXXVI of 1999 on Copyright. The protection of the collective work shall apply even if parts of the work or its content are not or cannot be protected by copyright. The use of the copyright in the collective work as a whole shall be the property of Flavon, without prejudice to any separate rights of the authors of the individual works included in the collection and of the holders of related rights. The Website as a whole, its graphic elements, text and technical solutions, and the elements of the Service are protected by copyright or other intellectual property rights (including, in particular, trademark rights).

If Flavon detects the content of the Website in an identical or similar form on the website of a third party/ parties, in print media, in a public performance or in any other written or spoken form without the permission of Flavon, the unlawful user shall pay Flavon a penalty of HUF 200 000 plus VAT, i.e. two hundred thousand forints plus VAT per day per copied image, page or other content. All activities aimed at unauthorised listing, systematisation, archiving, hacking, decrypting of the source code, etc. of the Flavon database are prohibited.

## **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 Visitor 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/forms> 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. Commission generated on the Member's position may be received by a verifiable company indicated in the present agreement who has also signed the Do Business As Agreement with Flavon. Members acknowledge

that Flavon does not make any guarantees them with respect to income, success or profit. By signing this Agreement Members as individuals take full responsibility for ensuring compliance with the obligations listed herein.

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 binding 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.

The Parties agree that Annex 1 of the present Agreement includes the Organizational and Operational Regulations, General Terms and Conditions and the Data Protection Policy of Flavon which the Member has studied and accepted their content. The annexes are available on the company's website.

### **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**

##### **III.2.1. By phone**

Purchases by phone can be made in the manner set out in this document. Flavon reserves the right to verify the accuracy of the Member's details and to cancel the order if the accuracy of the details is doubtful, questionable or unintelligible.

Orders can be placed by calling the following telephone numbers:

- Hungary: +36-52-520-520 (in Hungarian).
- Czech Republic and Slovakia: +36-52-520-525 (in Czech and Slovak)
- Great Britain: +44-758-574-6555 (in English)
- Poland: +48-12-655-01-71 (in Polish)

After placing the order, in all cases a confirmation indicated in point III.3 of this document will be sent to the e-mail address provided by the Member at the time of the phone call.

Flavon shall inform the Member of the provisions of this document when placing an order by phone.

##### **III.2.2. On the Website**

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.2.3. 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).

In the event of a purchase on the Website, as described in this document, the prospective Member makes an offer to purchase by placing an order, the confirmation of which will conclude the contract between Flavon as Seller and the Customer as Buyer.

### **III.2.4. Correcting data entry errors**

The Customer has the possibility to correct data entry errors at any time during the purchase and registration process and until the submission of the order on the Website by using the 'Back' button in the order interface.

### **III.2.5. Conclusion of the contract**

The contract concluded shall be deemed to be a contract concluded by electronic means, which shall not be deemed to be a written contract, and shall be governed by the provisions of Act CVIII of 2001 on certain aspects of electronic commerce services and information society services.

### **III.2.6. Registration of the contract**

An electronic contract concluded via the Website or by telephone is not filed and cannot be accessed subsequently on paper.

### **III.3. Payments, product prices**

#### **III.3.1. 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 their debit/credit card. Online bank card payments are executed via the Barion system. The merchant does not get and store bank card data. Barion Payment Inc., the provider of this service, is an institution under the authority of the Central Bank of Hungary, its license number is: H-EN-I-1064/2013. If Members choose this payment method, the system will redirect them to the website operated by Barion Payment Inc. 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.

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.3.2. Product prices**

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

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 (eg EUR 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.4. 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.5. 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 or
- from CP (from the CP selected when ordering).

### **III.6. 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)

#### **III.6.1. Liability for delivery**

Failure of delivery and thus non-fulfilment of the order shall not be attributable to Flavon in the event when

- a) the delivery address provided by the Member cannot be reached by any of the vehicles used by the delivery company,
- b) the Member has provided Flavon with the wrong delivery address or telephone contact details,
- c) the Member fails to take delivery of the consignment due to any other fault or problem of his/her own.

Flavon shall process and transmit the relevant delivery service provider the natural person's identification data necessary to identify the Member for the purposes of creating, defining the content of, amending, monitoring the performance of, invoicing the charges arising from and enforcing claims in connection with the contract.

### **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?>

[https://www.dhl.com/content/dam/downloads/g0/express/services/surcharges/dhl\\_express\\_remote\\_areas\\_hu\\_hu.pdf](https://www.dhl.com/content/dam/downloads/g0/express/services/surcharges/dhl_express_remote_areas_hu_hu.pdf)

### **III.7. Right of withdrawal**

#### **III.7.1. Flavon's right of withdrawal**

Flavon shall have the right of withdrawal in the event that an order has been placed for goods which are out of stock and cannot be supplied by Flavon within a reasonable time. In the event of cancellation, Flavon will immediately contact the Customer to discuss and, by agreement between the parties, change the contract for the ordered product to another product, and if the Customer does not accept this, Flavon will return any amount already paid by the Customer to the Customer's bank account within 14 days.

#### **III.7.2. Customer's right of withdrawal**

Flavon informs its Customers that the Customer acting in the capacity of Consumer has the right of withdrawal from the ordered product pursuant to Article 29.d) and e) of Government Decree 45/2014 (II.26).

#### **III.7.3. Procedure for exercising the right of withdrawal**

A Consumer (natural persons acting exclusively for purposes outside their self-employed occupation and economic activity, non-governmental organisations, ecclesiastical legal persons, condominiums, housing associations, micro, small and medium-sized enterprises) is, according to the Consumer Protection Act, a natural person acting for purposes outside his/her self-employed occupation and economic activity who buys, orders, receives, uses, makes use of or is the addressee of commercial communications or offers relating to goods. In the case of a contract for the sale of goods, the Consumer is entitled to withdraw from the contract without giving any reason within fourteen (14) days of the date of receipt of the

- a) the product,
- b) in the case of the sale of several products, if the supply of each product takes place at different times, the last product supplied,
- c) in the case of products consisting of several lots or items, the last lot or item delivered, by the Consumer or by a third party other than the carrier and indicated by the Consumer .

The Consumer may also exercise his right of withdrawal during the period between the date of conclusion of the contract and the date of receipt of the goods. If the Consumer wishes to exercise his right of withdrawal, he must send a clear statement of his intention to withdraw (by post to Flavon's registered office or by electronic mail) to Flavon using the contact details indicated in clause 1 of this document. For this purpose, the Consumer may also use the sample withdrawal notice contained in the order confirmation e-mail. The Consumer shall exercise his right of withdrawal within the time limit if he sends his withdrawal notice to Flavon before the expiry of the time limit indicated above. The Consumer shall bear the burden of proving that he has exercised his right of withdrawal in accordance with the provisions set out in this clause. Flavon will acknowledge receipt of the Consumer's withdrawal by e-mail without delay. In the case of written withdrawal, it shall be deemed to have been validated within the time limit if the Consumer sends his/her declaration to this effect to Flavon within 14 calendar days (up to and including the 14th calendar day). In the case of notification by post, the date of posting shall be taken into account by Flavon for the purpose of calculating the time limit, in the case of notification by e-mail, the date of sending the e-mail. The Consumer must post his letter by registered mail in order to provide credible evidence of the date of dispatch. In the event of withdrawal, the Consumer must return the ordered product to Flavon's address without undue delay, but no later than 14 days from the date of notification of his/her withdrawal. The deadline shall be deemed to have been met if the Consumer returns the product before the expiry of the 14-day deadline. The direct cost of returning the product to Flavon's address shall be borne by the Consumer. Flavon shall not be entitled to accept the parcel returned by cash on delivery. The Consumer will not be charged any costs other than the cost of returning the product in the event of withdrawal. Please note that the Customer, as the Consumer, can only be held liable for the depreciation of the product if it is due to use beyond the use necessary to establish the nature, characteristics and functioning of the product. If the Consumer withdraws from the contract, Flavon will reimburse all consideration paid by the Consumer, including the cost of transport (delivery), without delay, but no later than 14 days after receipt of the Consumer's notice of withdrawal, except for any additional costs incurred because the Consumer has chosen a mode of transport other than the cheapest usual mode of transport offered by Flavon. Flavon shall be entitled to withhold the refund until it has received the Product back or until the Consumer has provided credible proof that it has been returned, whichever is the earlier. In the event of withdrawal, Flavon will refund the amount due to the Consumer in the same way as the payment method used by the Consumer, unless the Consumer expressly agrees to use another payment method; no additional costs will be incurred by the Consumer as a result of using this refund method.

#### **III.7.4. Exceptions to the Consumer's right of withdrawal**

The Consumer may not exercise his right of withdrawal in respect of the following products sold by Flavon:

- a) in respect of a product whose price or price is subject to fluctuations in the financial market which are beyond Flavon's control and which may occur during the 14-day withdrawal period;
- b) in the case of a product which is not prefabricated and which has been produced by the Seller on the instructions or at the express request of the Consumer, or in the case of a product which is clearly personalised for the Customer;
- c) in respect of a product in a sealed package which, for health or hygiene reasons, cannot be returned after opening after delivery;

- d) in respect of a product which, by its nature, is inseparably mixed with other products after delivery.

### **III.7.5. Model withdrawal declaration**

For this purpose, the Consumer may also use the sample withdrawal notice contained in the order confirmation e-mail, which is reproduced below:

<b>Model withdrawal/cancellation notice</b>
(fill in and return only in case of withdrawal/cancellation of the contract)
Addressee: Flavon Express Kft, HU-4033 Debrecen, Veres Péter utca 19. ,
I/we declare that I/we exercise my/our right of withdrawal/cancellation in respect of the contract for the purchase of the following product(s) or the provision of the following service:
Date of conclusion of contract / date of receipt:
Name of the consumer(s):
Address of the consumer(s):
Signature of the consumer(s): (only in case of a declaration on paper)
Place and date

### **III.8. Defective performance, warranty, guarantee**

Flavon shall in all cases satisfy itself that the goods dispatched are undamaged and that the packaging is in order. If the Shipment is fragile, fragile, or the nature of the contents warrants special handling, Flavon will clearly record and label the Shipment as "fragile, fragile" at the time of dispatch, thereby exercising due care to avoid possible damage resulting from the shipment.

All Members are reminded that if, on receipt of the consignment, they discover or establish that there is a defect, whether quantitative or qualitative, they are entitled to have a damage report drawn up in the presence of an employee of the carrier or to request that such a report be drawn up. Failure to record such a damage report shall result in forfeiture of rights.

If the partial loss or damage is not immediately apparent at the time of delivery, you as the Buyer may notify the carrier in writing within a time limit of three working days from the date of delivery. In this respect, we would like to draw the attention of all our Members to the fact that you should always inspect the goods within 3 working days of receipt to ensure that they have not been damaged in transit, as claims for damages arising from the delivery can only be made within these 3 working days.

Flavon shall not be liable for any damage to the goods resulting from transport.

### **III.8.1. Defective performance**

Flavon shall be deemed to have performed defectively if the service does not meet the quality requirements laid down in the contract or by law at the time of performance. Flavon shall not be deemed to have performed defectively if the Customer knew of the defect at the time of the conclusion of the contract or should have known of the defect at the time of the conclusion of the contract. Flavon shall be liable for defective performance.

### **III.8.2. Warranty for accessories**

Exercise of the right to claim for accessories warranty: the Customer may assert a claim for defective performance against Flavon in accordance with the provisions of the Civil Code.

The Customer may, at his option, make the following claims for the following warranty claims:

Request repair or replacement, unless the fulfilment of the claim chosen by the Buyer is impossible or would involve Flavon in disproportionate additional costs compared to the fulfilment of another claim. If the repair or replacement is not or could not be requested by the Customer, the Customer may request a proportionate reduction in the consideration or the Customer may have the defect repaired or replaced at Flavon's expense or, in the last resort, may withdraw from the contract.

The Customer may transfer its right to a warranty of convenience to another, but the cost of such transfer shall be borne by the Customer, unless it was justified or Flavon gave a reason for it.

The Customer shall notify Flavon of the defect immediately upon discovery, but no later than two months after discovery of the defect. Please note, however, that you may not claim for any defects beyond the two-year limitation period from the date of performance of the contract.

The Buyer may assert a warranty claim against Flavon.

Other conditions for the enforcement of a claim under the guarantee: Within six months from the date of performance, the enforcement of a claim under the guarantee under the guarantee under the guarantee does not require any condition other than the notification of the defect, if the Customer proves that the goods or services were provided by Flavon. After six months from the date of performance, however, the Customer shall be obliged to prove that the defect discovered by the Customer was already present at the time of performance.

### **III.8.3. Product warranty**

Enforcement of product warranty: in the event of a defect in a movable item (product), the Buyer may, at his option, enforce his right under clause 11.2 or claim under product warranty.

The only rights that the Customer may exercise in a product warranty claim are to have the defective product repaired or replaced.

In what cases is a product considered defective: A product is defective if it does not meet the quality requirements in force when it was put on the market or if it does not have the characteristics described by the manufacturer.

Time limit for bringing a product warranty claim: The Buyer may bring a product warranty claim within two years of the date on which the product was placed on the market by the manufacturer. After this period, he loses this right.

Obligated person: The Buyer may exercise his right to claim under the product warranty only against the manufacturer or distributor of the movable good. In the event of a product warranty claim, it is for the Buyer to prove that the product is defective.

Exemption from the manufacturer's (distributor's) product warranty obligation:

The manufacturer (distributor) shall be relieved from its product warranty obligation only if it can prove that:

- it has not manufactured or put the product into circulation in the course of his business, or
- the defect was not detectable according to the state of science and technology at the time when the product was placed on the market, or
- the defect in the product is due to the application of a law or a compulsory standard laid down by a public authority.

The manufacturer (distributor) need only prove one ground for exemption.

Customers should note that they may not make both a warranty claim for accessories and a product warranty claim for the same defect at the same time. However, if your product warranty claim is successful, you may assert your accessories warranty claim against the manufacturer for the replaced product or repaired part.

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

#### **III.9.1. Place of complaint**

The Buyer may submit consumer complaints regarding the goods or the activities of Flavon in person or by post to Flavon Express Kft., 4033 Debrecen, Veres Péter u. 19.

#### **III.9.2. Complaint handling**

Flavon will, if it has the opportunity, remedy the verbal complaint immediately. If the immediate remedy of the oral complaint is not possible due to the nature of the complaint or if the Customer does not agree with the handling of the complaint, Flavon shall keep a record of the complaint for five years, together with its substantive response to the complaint. Flavon shall deliver a copy of the record to the Customer on the spot in the case of a verbal complaint made in person (at the Premises) or, if this is not possible, Flavon shall proceed in accordance with the rules for written complaints detailed below. Flavon shall send a copy of the record to the Customer at the latest at the same time as the substantive reply in the event of an oral complaint made by telephone or other electronic communication service. In all other cases, Flavon shall act in accordance with the rules applicable to written complaints. Complaints recorded by telephone or other means of communication will be provided by Flavon with a unique identifier, which will facilitate the subsequent tracing of the complaint. Flavon will provide a substantive response to a written complaint within 30 days. Action under this Agreement shall mean posting. If the complaint is rejected, Flavon shall inform the Customer of the reasons for the rejection.

#### **III.9.3. Remedies**

If the consumer becomes aware of a violation of his consumer rights, he has the right to lodge a complaint with the consumer protection authority competent for his place of residence. Once the complaint has been examined, the authority shall decide whether to initiate consumer protection

proceedings. The first level consumer protection authorities are the metropolitan and county government offices competent for the consumer's place of residence, a list of which can be found at: <http://www.kormanyhivatal.hu/>

#### III.9.4. Disputes

If any consumer dispute between Flavon and Customer is not resolved through negotiations with Flavon, the following remedies are available to Customer:

a. Initiate conciliation proceedings with the conciliation body competent in the Consumer's place of residence.

b. Online dispute resolution. The Regulation applies directly to traders established in the EU and established in Hungary who are involved in online sales or service contracts where a consumer dispute arises in connection with an online sales or service contract between them and a consumer. In the event of a cross-border consumer dispute with an EU online shop, the dispute will be settled in Hungary exclusively by the conciliation body attached to the Budapest Chamber of Commerce and Industry. To use the online dispute resolution platform, you must first register with the European Commission. Once you have registered with the European Commission, you can access the online dispute resolution platform via the following link: <http://ec.europa.eu/odr>

Once the page is loaded, select the language you wish to use, log in and follow the instructions on the page. If you have any further questions about cross-border online dispute resolution, the Budapest Dispute Settlement Body can provide you with detailed information.

The Budapest Conciliation Board is located at 1016 Budapest, Krisztina krt. 99. 310. Postal address: 1253 Budapest, PO Box 10. E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu), [onlinevita@bkik.hu](mailto:onlinevita@bkik.hu) Fax: 06 (1) 488 21 86 Phone: 06 (1) 488 21 31

#### III.9.5. Contact details of each territorially competent Conciliation Body:

<p>Baranya County Conciliation Board Address: 7625 Pécs, Majorossy I. u. 36. Phone number: 06-72-507-154 Fax: 06-72-507-152 E-mail: <a href="mailto:abeck@pbkik.hu">abeck@pbkik.hu</a>; <a href="mailto:mbonyar@pbkik.hu">mbonyar@pbkik.hu</a></p>	<p>Bács-Kiskun County Conciliation Board Address: 6000 Kecskemét, Árpád krt. 4. Phone numbers: 06-76-501-500; 06-76-501-525, 06-76-501-523 Fax: 06-76-501-538 E-mail: <a href="mailto:bekeltetes@bacsbekeltetes.hu">bekeltetes@bacsbekeltetes.hu</a>; <a href="mailto:mariann.matyus@bkmkik.hu">mariann.matyus@bkmkik.hu</a> Website: <a href="http://www.bacsbekeltetes.hu">www.bacsbekeltetes.hu</a></p>
<p>Békés County Arbitration Board 5600 Békéscsaba, Penza ltp. 5. Phone number: 06-66-324-976 Fax: 06-66-324-976 E-mail: <a href="mailto:eva.toth@bmkik.hu">eva.toth@bmkik.hu</a></p>	<p>Borsod-Abaúj-Zemplén County Conciliation Board Address: 3525 Miskolc, Szentpáli u. 1. Telefonszám: 06-46-501-091;06-46-501-870 Fax: 06-46-501-099 E-mail: <a href="mailto:bekeltetes@bokik.hu">bekeltetes@bokik.hu</a></p>
<p>Budapest Conciliation Board Address: 1016 Budapest, Krisztina krt. 99. 310. Phone number: 06-1-488-2131 Fax: 06-1-488-2186</p>	<p>Csongrád County Conciliation Board Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: 06-62-554-250/118 Fax: 06-62-426-149</p>

E-mail: <a href="mailto:bekelteto.testulet@bkik.hu">bekelteto.testulet@bkik.hu</a>	E-mail: <a href="mailto:bekelteto.testulet@csmkik.hu">bekelteto.testulet@csmkik.hu</a>
<p>Fejér County Conciliation Board  Address: 8000 Székesfehérvár, Hosszúséta tér 4-6.  Telefonszám:06-22-510-310  Fax: 06-22-510-312  E-mail: <a href="mailto:fmkik@fmkik.hu">fmkik@fmkik.hu</a></p>	<p>Győr-Moson-Sopron County Conciliation Board  Address: 9021 Győr, Szent István út 10/a.  Phone number: 06-96-520-217  Fax: 06-96-520-218  E-mail: <a href="mailto:bekeltetotestulet@gymkik.hu">bekeltetotestulet@gymkik.hu</a></p>
<p>Hajdú-Bihar County Conciliation Board  Address: 4025 Debrecen, Vörösmarty u. 13-15.  Phone number: 06-52-500-710  Fax: 06-52-500-720  E-mail: <a href="mailto:korosi.vanda@hbkik.hu">korosi.vanda@hbkik.hu</a></p>	<p>Heves County Arbitration Board  Address: 3300 Eger, Faiskola út 15.  Phone number: 06-36-429-612  Fax: 06-36-323-615  E-mail: <a href="mailto:hkik@hkik.hu">hkik@hkik.hu</a></p>
<p>Jász-Nagykun-Szolnok County Conciliation Board  Address: 5000 Szolnok, Versegly park 8. III. emelet 305-306.  Phone: 06-56-510-621, 06-20-373-2570  Fax: 06-56-510-628  E-mail: <a href="mailto:bekeltetotestulet@jnszmkik.hu">bekeltetotestulet@jnszmkik.hu</a></p>	<p>Komárom-Esztergom County Conciliation Board  Address: 2800 Tatabánya, Fő tér 36.  Phone number: 06-34-513-027  Fax: 06-34-316-259  E-mail: <a href="mailto:szilvi@kemkik.hu">szilvi@kemkik.hu</a></p>
<p>Nógrád County Conciliation Board  Address: 3100 Salgótarján, Alkotmány út 9/A.  Phone number: 06-32-520-860  Fax: 06-32-520-862  E-mail: <a href="mailto:nkik@nkik.hu">nkik@nkik.hu</a></p>	<p>Pest County Conciliation Board  Address: 1119 Budapest, Etele út 59-61.  Postal address: 1364 Budapest, PO Box 81.  Phone number: 06-1-269-0703  Fax: 06-1-474-7921  E-mail: <a href="mailto:pmbekelteto@pmkik.hu">pmbekelteto@pmkik.hu</a></p>
<p>Somogy County Conciliation Board  Address: 7400 Kaposvár, Anna u.6.  Phone number: 06-82-501-026  Fax: 06-82-501-046  E-mail: <a href="mailto:skik@skik.hu">skik@skik.hu</a></p>	<p>Szabolcs-Szatmár-Bereg County Conciliation Board  Address: 4400 Nyíregyháza, Széchenyi u. 2.  Phone number: 06-42-311-544  Fax: 06-42-311-750  E-mail: <a href="mailto:bekelteto@szabkam.hu">bekelteto@szabkam.hu</a></p>
<p>Tolna County Conciliation Board  Address: 7100 Szekszárd, Arany J. u. 23-25.  Phone number: 06-74-411-661  Fax: 06-74-411-456  E-mail: <a href="mailto:kamara@tmkik.hu">kamara@tmkik.hu</a></p>	<p>Vas County Conciliation Board  Address: 9700 Szombathely, Honvéd tér 2.  Phone number: 06-94-312-356  Fax: 06-94-316-936  E-mail: <a href="mailto:vmkik@vmkik.hu">vmkik@vmkik.hu</a></p>
<p>Veszprém County Conciliation Board  Address: 8200 Veszprém, Radnóti tér 1. ground floor 116.  Phone number: 06-88-429-008  Fax: 06-88-412-150  E-mail: <a href="mailto:bekelteto@veszpremikamara.hu">bekelteto@veszpremikamara.hu</a></p>	<p>Zala County Conciliation Board  Address: 8900 Zalaegerszeg, Petőfi u. 24.  Phone number: 06-92-550-513  Fax: 06-92-550-525  E-mail: <a href="mailto:zmbekelteto@zmkik.hu">zmbekelteto@zmkik.hu</a></p>



Purchasing on the Website implies the Customer's knowledge and acceptance of the possibilities and limitations of the Internet, in particular with regard to technical performance and errors that may occur.

In effect from 01 October 2021