

## **Terms and Conditions**

The Terms and Conditions (Ts&Cs) contain the terms and conditions regarding the use of the webshop operated by GEOPRODUCT GYÓGYÍTÓ ÁSVÁNYOK Kutatási, Bányászati, Ásványelőkészítési, Fejlesztési és Alkalmazási Kft. (GEOPRODUCT HEALING MINERALS Researching, Mining, Mineral Preparing, Development and Application Ltd.) (Head-quarters: HU-3909 Mád, Bartók Béla u. 2., VAT number: 10750012-2-05) as provider (hereinafter Provider). You shall avail yourself of our services only if you agree with the contents of our Terms and Conditions to the full extent and regard it as binding. Present document will not be filed, it is registered as an electronic contract, not a written one, and it does not refer to any code of conduct.

Data of Provider:

Name of provider: Geoprodukt Gyógyító Ásványok Kutatási-, Bányászati-, Ásványelőkészítési-, Fejlesztési és Alkalmazási Kft. (Geoprodukt Healing Minerals Researching, Mining, Mineral Preparing, Development and Application Ltd.)

Head-quarters of Provider: HU-3909 Mád, Bartók B. u. 2.

Contact (e-mail address regularly used for contacting distributors and customers): mlm@geoprodukt.hu

Registration Number: 05-09-000249

VAT Number: 10750012-2-05

Registration Authority: Borsod-Abaúj-Zemplén Megyei Bíróság (County Court of Borsod-Abaúj-Zemplén County), as Court of Registration

Phone Number: 003647348537

Data Protection Registration Number

The language of the contract: Hungarian

Fundamental regulations:

Questions not settled in present Regulations and the interpretation of present Regulations shall be governed by prevalent Hungarian law, with especial regard to Act V of 2013 of Civil Code (hereinafter CC) and Act CVIII of 2001 discussing certain issues of electronic commercial services and other services connected to information society. All parties are governed by the obligatory provisions of pertinent legislation without specific provisions.

The Regulations have been of legal force from 14th July, 2014 until defeasance and/or amendment. Provisions shall be applied only to contracts made after their coming into force, earlier contracts, shall be governed by the previous version(s) of Terms and Conditions.

Use of services:

1 Placing an order in the webshop of Zeomineral Products may only happen online at <http://hu.zeomineralproducts.com>. Orders placed via phone calls, fax, e-mails and letters are not considered online orders by the Provider. Directions related to orders are also sent to Customers online. For placing an order, registration is required. After placing the product(s) into the shopping cart, the method of payment and delivery is to be chosen. By clicking on 'Order', the Customer makes an offer which will be confirmed automatically within 48 hours of ordering. The confirmation will contain the chosen payment and delivery method, the value of the order, delivery conditions, the name(s) of the product(s), the number of pieces and the data of the Customer. Should the confirmation e-mail containing the details of the order not arrive, the Customer is absolved of any obligation of the offer. Before placing the order, the Customer has an opportunity to modify the Data supplied at registration by overwriting old data and saving the modifications. The language of the contract is Hungarian; however, it may be changed into English individually. Orders are deemed electronic contracts made online but not signed whose contents will be filed and archived and thus become subsequently accessible. The registration number always is the same as the order number. All prices are in HUF and include VAT.

2 The Provider will do everything in its power to deliver all the ordered products within the deadline fixed in the order. If any of the ordered products are unavailable, the Provider will inform the Customer immediately and returns the amount that was possibly paid online in advance, within 14 days. In regard to returning the money to the account of the Customer, no additional costs will be

charged.

3 Pursuant to Government Regulation 45/2014 (II. 26.), the Customer may withdraw from the purchase without stating reasons within 14 days of delivery. The Customer may assert his/her right of withdrawal by handing in a clear-cut statement or respectively by using the statement sample that can be found in Appendix 2 of Government Regulation 45/2014 (II. 26).

4 The Customer may assert his/her right of withdrawal during the period between the order and the delivery of the product(s).

a In case of door-to-door delivery, the date of delivery is the date when the courier hands over the package to the Customer. This can be proved with the receipt received from the courier. Personal delivery does not exclude asserting the right of withdrawal.

b In case of withdrawal, the Customer will return the product(s) at his/her private expense to the warehouse of the Provider (Geoproduct Kft., HU-3909 Mád, Bartók Béla u. 2.) and we shall refund the price of the products plus any additional costs immediately but at least within 14 days of returning the product(s). In case of withdrawal, we shall not refund delivery costs. In case of withdrawal, the Customer is only charged with the cost of returning the product. The price of the product(s) will be refunded only if the Customer has returned the product(s) or he/she can prove that he/she sent the product(s) back within 14 days of announcing his/her purpose of withdrawal; we shall consider the earlier date.

c In the course of refunding, we shall employ the same payment method as during the original transaction, except in case the Customer expresses his/her consent to a different method of payment. In case of using a different payment method, the Customer shall not be charged any additional costs.

d We will not accept packages returned by cash on delivery

e The Customer may not assert their right of withdrawal in case of events described in Section 29 of Government Regulation 45/2012, especially in the following cases:

- in case the product was not prefabricated but made for the special request of the Customer, or in case the product was tailored expressly to the special needs of the Customer;
- in case of perishable or non-durable products;
- in case of the product(s) coming in sealed packages which cannot be returned after opening because of protection of health or hygienic reasons;
- in case of such products which by their nature, mix inseparably with other products.

f The Provider may lay claim to compensation for damages resulting from improper use.

5 If the Customer has previously signed a contract for service, he/she has the right of cancellation instead of withdrawal. The Customer may assert his/her right of cancellation within 14 days of signing the Contract. The Customer may not assert his/her right of cancellation in case of a service contract after performing the entire service if the performance of the service was started by the Provider with the full consent of the Customer who agreed to the term that after fully performing the service he/she loses the right of cancellation.

6 In case any of the ordered products is faulty, the Customer may assert a warranty claim against the Provider according to the provisions of Act V of 2013 of Civil Code. While asserting their warranty claim, the Customer may ask for a repair or replacement of the product(s), except when it is impossible to repair or replace the given product(s) or repairing or replacing would produce a disproportionate amount of extra costs for the Provider. If the Customer has not requested the repairing or replacement or it was impossible, the Customer may ask for a proportionate discount, or he/she may try to repair the product(s) or may have the product(s) repaired at the expense of the Provider. In this case, the Customer may also assert his/her right of withdrawal if the Provider could not or would not repair or replace the product(s) or the interest in repairing or replacing the product(s) has ceased. The Customer will have to prove the ceasing of the interest. There is no room for withdrawal based on a minor fault of the product(s). The Customer may switch from his/her chosen warranty claim to another, however, he will have to pay the expenses of doing so, except when it was justified or the Provider gave a cause for it. The Customer is obliged to report the fault immediately but at least within two months after making the discovery. Beyond the two-year

deadline of time-limitation, the Customer will not be able to assert his/her right of guarantee. Within 6 months of the fulfilment, to assert the right of guarantee, the Customer needs to report the fault and personally present or send in the invoice or a copy of the invoice without further conditions. Beyond six months after the fulfilment, however, the Customer is obliged to prove that the fault was already present at the time of fulfilment.

7 Instead of a warranty claim, the Customer may assert a product warranty claim against the Producer or the Distributor. In case of a product warranty claim, the Customer is entitled only for a replacement (repair) of the faulty product(s). A product is faulty when it does not comply with the valid quality standards at the time of its issuing or it does not possess the qualities described by the Producer. In this case, the Customer will have to prove the faultiness of the product(s). The product warranty claim may be asserted within two years of issuing. The Producer/Distributor shall be exempted from the product warranty if he/she is able to prove that the product was not produced or issued within the scope of his/her business activity; or the fault was not recognizable with the current state of scientific knowledge when it was issued; or the fault of the product was caused by the application of compulsory regulatory requirements or a provision of law. The Producer/Distributor is obliged to prove only one reason/cause. Warranty claims and product claims may not be asserted parallel with each other.

8 The Provider does its best to make all the data (product prices, availability, description, etc.) displayed on the webpage the possibly most accurate. The obviously faulty prices, arising from system failures, such as HUF0 or HUF1 do not constitute a call to offer. Bonus products advertised within the frame of campaigns are exceptions. The pictures displayed next to the products are only illustrative; the descriptions contain the characteristic features of all products without exceptions. The responsibility of the Provider for possible errors is regulated by the provisions of Government Regulation 45/2014 (II. 26) and the Hungarian Civil Code.

9 Further conditions for services provided by the Provider may be consulted under Terms and Conditions at <http://hu.zeomineralproducts.com>.

10 Under the existing legislation, it is forbidden to sell alcoholic products to people who are under the age of 18.

In so far as the Customer supplied his/her date of birth during the registration process, the Provider shall consider it as a valid statement and a basis whether the Provider is allowed to sell the ordered product to the Customer or not. Otherwise, the Customer will be obliged to fill in a separate statement on his/her date of birth upon ordering the given product. The Customer shall take full responsibility for the veracity of his/her user data given upon registering. In case any of the data concerning the age of the Customer does not correspond to the fact when ordering product(s) containing alcohol and the Provider comes to harm in any way, or legal sanctions are enforced, the Customer shall be obliged to accept responsibility; the Provider reserves the right to assert a claim for compensation.

Other regulations

1 All criticism and other related opinions represent the viewpoint of users; the Provider accepts no responsibility for their contents. The Provider reserves the right to remove any comments, which are derogatory or offensive (general taste, business interests or law, etc.).

2 If you have any questions or comments regarding your order, please contact our Customer Service at [mlm@geoproduct.hu](mailto:mlm@geoproduct.hu) or call 003647348537 (weekdays, between 8.00 a.m. and 6.00 p.m.).

3 Our Customer Service deals with consumer complaints in writing or via telephone. E-mail [mlm@geoproduct.hu](mailto:mlm@geoproduct.hu) or call 003647348537.

Present Terms and Conditions have been valid since 14th July 2014 until revoked and/or modified. The provisions are to be applied for contracts made after its coming into force. Former contracts are governed by former provisions of Terms and Conditions.