

# General terms and conditions

## Terms and Conditions

TERMS AND CONDITIONS (GTC)

2skinfitness.hu

effective: 01/28/2018

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preamble

Welcome to our site! Thank you for your trust in your purchase!

Please read this document carefully before finalizing your order, because by finalizing your order, you accept the contents of these GTC!

If you have any questions regarding these General Terms and Conditions, the use of the website, individual products or the process of purchase, please contact our staff at the contact details provided!

Imprint: the data of the Service Provider (Seller, Company)

Name: LÉGY FITT KFT.

Head office: 1064 Budapest, Rózsa u. 97 / b fszt.

Mailing address: 1064 Budapest, Rózsa u. 97 / b fszt.

Company registration number: 01-09-929151

Tax number: 14989643-2-42

Representative: Krisztina Fehér

Phone number: 06204888026

E-mail: info@2skinfitness.hu

Website: 2skinfitness.hu

Bank account number: 10300002-10482095-49020017

Data protection registration number: NAIH-137946/2018

concepts

Parties: Seller and Buyer jointly

Consumer: a natural person acting outside the scope of his profession, self-employment or business

Consumer contract: a contract in which one of the subjects qualifies as a consumer

Website: 2skinfitness.hu website, which is a device enabling communication between absentees

Contract: A contract of sale between the Seller and the Buyer using the Website and electronic mail

Means of communication in absentia: a means of making a contractual statement in the absence of the parties with a view to concluding a contract. Such means include, in particular, the addressee's or unaddressed form, the standard letter, the advertisement published in the press product with the order form, the catalog, the telephone, the fax and the means of providing Internet access.

Absentee contract: a consumer contract concluded under a distance selling system organized for the provision of a contract product or service without the simultaneous physical presence of the parties, using only a means of communication between the parties for the purpose of concluding the contract.

Product: all movable movable property included in the offer of the Website, placed on the Website and intended for sale, which is the subject of the Contract

Entrepreneurship: a person acting in the course of his or her profession, self-employment or business

Buyer / You: the person concluding the contract making a purchase offer through the Website

Warranty: In the case of contracts concluded between a consumer and a business (hereinafter: consumer contract) in accordance with the Civil Code,

(a) a guarantee given for the performance of the contract, which the undertaking voluntarily undertakes in addition to or without its

legal obligation to perform the contract properly, and

(b) a statutory guarantee

Relevant legislation

The following legislation in particular applies to the Treaty:

1997 CLV. Consumer Protection Act;

CVIII of 2001 Act on Certain Issues in Electronic Commerce Services and Information Society Services;

Act V of 2013 on the Civil Code (PTK);

151/2003. (IX. 22.) on the mandatory guarantee for certain durable consumer goods;

Government Decree 45/2014 (II.26) on the detailed rules of contracts between the consumer and the business;

19/2014. (IV. 29.) NGM Decree on the procedural rules for handling warranty and guarantee claims for things sold under a contract between a consumer and a business

The language of the contract, the form of the contract

The language of the contracts covered by these GTC is Hungarian.

Contracts falling within the scope of these GTC do not qualify as written contracts, they are not filed by the Seller.

Scope, acceptance and change of the GTC

The content of the contract concluded between us - in addition to the provisions of the relevant binding legal regulations - is determined by these General Terms and Conditions (hereinafter: GTC) and the additional information on the website. Accordingly, these GTC contain the rights and obligations of you and us, the conditions of concluding the contract, the deadlines for performance, the conditions of delivery and payment, the rules of liability, and the withdrawal policy.

You must familiarize yourself with the provisions of these GTC before finalizing your order. By purchasing through our webshop, you accept the provisions of these GTC, and the GTC forms an integral part of the contract between you and the Seller.

The Seller is entitled to change the provisions of these GTC within the framework of the relevant legal regulations. Please read the provisions of the GTC before each purchase! Any amendments to the GTC are valid from the time they appear on the website. Any changes will not affect the contracts already concluded (confirmed orders).

Prices

We reserve the right to change the price.

Our prices are gross prices, in HUF and include VAT. Gross prices shown include 27% VAT.

Complaints handling and enforcement options

The consumer may submit consumer complaints about the product or the Seller's activities at the following contacts:

Phone: 06204888026

Internet address: <https://2skinfofitness.hu>

E-mail: [info@2skinfofitness.hu](mailto:info@2skinfofitness.hu)

Seller shall endeavor to make the repair or replacement within a maximum of fifteen days. If the consumer does not agree with the handling of the complaint or it is not possible to investigate the complaint, the Seller shall immediately take minutes of the complaint and its position on it and provide a copy of it to the consumer or send it by e-mail. The Seller shall take a report on the declared claim of the consumer and accept the product with a receipt in the event of a warranty problem.

If any consumer dispute between the Seller and the consumer is not settled during the negotiations, the following enforcement options are open to the consumer:

Complaints to consumer protection authorities. If you notice a violation of the consumer's consumer rights, you have the right to lodge a complaint with the competent consumer protection authority of your place of residence. Following the assessment of the complaint, the authority shall decide on the conduct of the consumer protection proceedings. The first-level consumer protection official tasks are performed by the district offices competent according to the consumer's place of residence, the list of which can be found here: <http://jarasinfo.gov.hu/>

Judicial proceedings. The customer is entitled to enforce his claim arising from a consumer dispute in court in civil proceedings under Act V of 2013 on the Civil Code and Act III of 1952 on the Code of Civil Procedure. in accordance with the provisions of this Act.

We would like to inform you that you can file a consumer complaint against us. If your consumer complaint is rejected, you are also entitled to apply to the Conciliation Body according to your place of residence or stay: the condition for initiating the Conciliation Body's proceedings is that the consumer directly seeks to resolve the dispute with the business concerned. At the request of the consumer, the conciliation body designated in the consumer's request shall be competent for the procedure, instead of the competent body.

The company has a duty to cooperate in the conciliation panel proceedings.

More information about the Conciliation Bodies is available here: <http://www.bekeltetes.hu>

More information on the territorially competent Conciliation Bodies is available here: <http://www.bekeltetes.hu/index.php?id=testuletek>

Copyrights

Act LXXVI of 1999 on Copyright. Pursuant to Section 1 (1) of the Act (hereinafter: Szjt.), the website qualifies as a copyright work, so all parts of it are protected by copyright. The Szjt. Pursuant to Section 16 (1), the unauthorized use of graphic and software solutions, computer program works on the website, or the use of any application with which the website or any part thereof may be modified is prohibited. Any material may be taken over from the website and its database even with the written consent of the right holder only with reference to the website and indication of the source.

Partial invalidity, code of conduct

If any clause of the GTC is legally incomplete or invalid, the remaining clauses of the contract will remain in force and the applicable provisions will apply instead of the invalid or incorrect part.

Seller does not have a code of conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers.

Information on the essential characteristics of the products

On the website, we provide information on the essential features of the products that can be purchased in the descriptions of each product. The information on the product page is for information only! The pictures are sometimes illustrations, the colors do not always correspond to reality!

## Correction of data entry errors - Responsibility for the accuracy of the data provided

During the order, you have the opportunity to change the data you have entered before finalizing the order (clicking the back button in the browser will open the previous page, so you can correct the entered data even if you have already moved to the next page). Please note that it is your responsibility to ensure that the information you provide is entered accurately, as the product will be billed or shipped based on the information you provide. By placing your order, you acknowledge that the Seller is entitled to bear all damages and costs arising from your incorrect data entry and inaccurate data. The Seller excludes its liability for performance based on inaccurate data entry. Please note that an incorrect e-mail address or the storage space of the mailbox may result in non-delivery of the confirmation and may prevent the conclusion of the contract.

## Procedure in case of incorrect price

It may be that - e.g. due to a technical error - incorrect price on the website. In case of an incorrect price, we cannot accept the order (your offer) at the wrong price and we are not obliged to sell the product at the wrong price. In case of bidding at the wrong price, no contract will be concluded between us. If you make an offer at an incorrect price, the system will automatically confirm it, but this does not constitute acceptance of the offer on our part. In case of your order at the wrong price, the Seller's employee will draw your attention to the correct price and may offer to conclude the contract at the correct price. You are not obliged to make an offer and enter into a contract at the correct price quoted by the Seller instead of the incorrect price. In this case, no contract is concluded between the parties.

## Use of the Website

### Product Selection

You can select individual products by clicking on the product categories on the website. Click on each product to find the photo and price of the product. You must pay the price on the website when making a purchase. The products are marked with an illustrated photo. The accessories and decorative elements shown in the photos are not part of the product, unless it is highlighted in the product description. Please note that we are not responsible for any misspellings or incorrect data!

### Put into cart

After selecting the Product, you can click on the "Add to Cart" button to add any number of products to the cart without incurring any obligation to purchase or pay, as placing in the cart does not constitute an offer.

We recommend that you add the product to the cart even if you are not sure that you want to buy the given product, because this will give you an overview of the products you have selected at the moment and display them on a screen. can view and compare. Until the finalization of the order - until the "Finalize order" button is pressed - the contents of the Shopping Cart can be freely modified, any products can be removed from the shopping cart, new products can be added to the shopping cart or the desired product number can be changed.

If you do not want to select more products, click the "Go to cart" button! If you want to see the selected product again or add another product to the cart, click the "Back to product" button!

### View the Cart

When using the website, you can check the contents of the cart at any time by clicking on the "Cart" icon at the top of the website. Here you can remove the selected products from the cart or change the number of products. After pressing the "Refresh Cart" button, the system will display the information corresponding to the data you have changed, including the price of the products added to the cart.

If you do not want to select additional products and add them to the cart, you can continue shopping by clicking the "Order" button.

### Enter customer information

After pressing the "Order" button, the contents of the cart and the total purchase price to be paid by you in case of purchasing the products you have selected will be displayed. In the "Delivery methods" you have to indicate the type of delivery you are requesting for the ordered product. In case of delivery, the system will indicate the delivery fee, which you are obliged to pay in case of ordering.

You can enter your e-mail address in the "User data" text box and your full name, address and telephone number in the "Billing information" text box. In the "Shipping Information" text box, the system automatically stores the information entered during "Billing Information." If you request delivery to a different address, please uncheck it. In the "Comment" text box, you can enter any additional information.

### Order overview

After filling in the text boxes above, you can continue the ordering process by clicking on the "Continue to the next step" button, or you can delete / correct the data entered so far and return to the contents of the Cart by clicking on the "Cancel" button. Clicking the "Continue to Next Step" button will take you to the "Order Overview" page. Here you can see a summary of the data you have previously entered, such as the contents of the Cart, user, billing and shipping data and the amount you have to pay (you can no longer change this data here unless you click the "Back" button).

### Finalizing the order (bidding)

If you are sure that the contents of the shopping cart correspond to the products you want to order and that your details are correct, you can close your order by clicking on the "Order" button. The information provided on the website does not constitute an offer for the conclusion of a contract by the Seller. In the case of orders falling within the scope of these GTC, you are considered a bidder, and the contract is concluded by the acceptance of the offer made by you through the website in accordance with the provisions of these GTC.

By clicking on the "Order" button, you expressly acknowledge that your offer is considered to have been made, and your statement - in case of confirmation by the Seller according to these GTC - entails an obligation to pay.

### Order processing, conclusion of the contract

You are bound by your offer for a period of 48 hours. If your offer is not confirmed by the Seller within 48 hours in accordance with these general terms and conditions, you are released from the obligation of the offer.

You have the opportunity to place your order at any time. The Seller will confirm your offer by e-mail no later than the working day following the submission of your offer. The contract is concluded by the acceptance of the offer made by you by the Seller.

### Payment methods

#### Cash payment:

It can only be chosen in case of personal collection in our store.

#### Credit card payment:

soon

### Shipping methods, shipping fees

courier service:

Delivery time for our products in stock: 2-4 working days

personal collection:

During our opening hours in our Budapest store, the VI.ker. Szondi u. No. 37. You can find out about our opening hours here.

Completion date

The general delivery deadline for the order is a maximum of 14 working days from the confirmation of the order (except for PRE-ORDER). This delivery deadline is for information purposes only, deviations from this will be indicated by e-mail in all cases. By accepting these general terms and conditions, you acknowledge that the Seller expressly excludes its liability for damages due to exceeding the specified delivery time.

Reservation of rights, ownership clause

Some of the products on our website may be discontinued. In view of this, we reserve the right to reject orders that have already been confirmed in part or in full. Partial performance can only take place after consultation with you. If the purchase price of the product is paid in advance, the amount will be refunded to you within 5 working days.

Consumer information on 45/2014. (II. 26.) Government Decree

Right of withdrawal:

The consumer is protected by 45/2014. (II. 26.) has the right to withdraw without justification. The consumer may exercise his right of withdrawal within fourteen days from the date of receipt by the consumer or a third party other than the carrier designated by him.

Statement of withdrawal, exercise of the consumer 's right of withdrawal or cancellation

The consumer in 45/2014. (II. 26.) may be exercised by filling in and submitting the data sheet on the back of the warranty card.

The Seller is obliged to confirm the consumer's statement of withdrawal on an electronic data carrier upon its receipt.

Obligations of the Seller in the event of withdrawal by the consumer

Seller's obligation to refund

If the consumer in 45/2014. (II. 26.) of the Government of the Republic of Hungary, the Seller shall reimburse the purchase price paid by the consumer as consideration no later than within 14 days of becoming aware of the withdrawal.

Method of Seller's Obligation to Refund

A 45/2014. (II. 26.) in case of withdrawal or termination in accordance with Section 22 of the Government Decree, the Seller shall reimburse the amount returned to the consumer in the same way as the payment method used by the consumer. With the express consent of the consumer, the Seller may use another method of payment for the refund, but the consumer may not be charged any additional fees as a result. The Seller shall not be liable for any delay due to the bank account number or postal address provided incorrectly and / or inaccurately by the Consumer.

Right of retention

The Seller may withhold the amount returned to the consumer until the Seller receives the returned product and is satisfied that it is intact and complete. We are unable to accept cash on delivery.

In the event of withdrawal or termination of the consumer 's obligations

Product return

If the consumer in 45/2014. (II. 26.), it is obliged to return the product immediately, but no later than within 14 days from the notification of the withdrawal, or to hand it over to the Seller.

To bear the costs of returning the product

The consumer bears the cost of returning the product. The product must be returned to the Seller's address.

Exclusion of the right of withdrawal

The Seller expressly draws your attention to the fact that you may not exercise your right of withdrawal pursuant to Section 29 of Government Decree 45/2014 (II.26.). In the cases referred to in paragraph 1, and in particular in the case of point (e): "in the case of a sealed product which, for reasons of health or hygiene, cannot be returned after opening after delivery".

Supplies warranty, product warranty, warranty

In the field of warranty and guarantee conditions, the relevant sections of the Civil Code apply.

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