

# General Terms and Conditions

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### GENERAL INFORMATION

#### 1.1. Scope of the General Terms and Conditions

By making a purchase on the vivawell.hu website (hereinafter: the "webshop"), you also accept the following General Terms and Conditions (hereinafter: the "GTC"). The GTC apply to all purchases made through the webshop, so please read our information carefully!

These GTC are effective from 01/04/2021 until withdrawn. The operator of the webshop reserves the right to modify the current GTC at any time by publishing the changes on the webshop. Each order is governed by the version of the GTC in effect on the date of the order.

#### 1.2. Information about the operator (hereinafter: vivawell.hu)

Service provider name: vivawell.hu – Varga Vivien E.V.

Full legal name: Varga Vivien sole proprietor

Tax number: 55549763-2-33

Registration number: 54244867

Postal address: 2100 Gödöllő, Mandula utca 8.

E-mail address: [info@vivawell.hu](mailto:info@vivawell.hu)

#### Hosting provider:

UNAS Online Kft.

Registered seat: 9400 Sopron, Kőszegi út 14.

E-mail: [unas@unas.hu](mailto:unas@unas.hu)

Web: <https://www.unas.hu>

#### 1.3. Offered products

The webshop offers occasion and sportswear, underwear, and other accessories for purchase. Detailed product characteristics can be found on the page of the given product.

During manufacturing, materials compliant with the GRS (Global Recycled Standard) certification **CU1013814GRS-2022-00171867** are used.

### USE OF THE WEBSHOP

#### 2.1. The order process

To conclude the contract, the following steps are required:

##### Selecting a product and adding it to the cart

In the webshop you can select the product you wish to purchase and specify the size, color, and quantity. In a single order you may purchase one or more products. After selecting the desired product and data, you can place the products in the cart. You can check the current contents of the cart by clicking the cart icon.

##### Modifying the cart

You can delete any item in the cart or change the specified quantity by clicking the "Delete/Update" button. Please note that products placed in the cart are not reserved for you, and other customers may also purchase them.

##### Placing the order

You can submit your order by clicking the "Order" icon in the cart. You will then need to provide vivawell.hu with your billing and shipping details. You are responsible for the authenticity, accuracy, and completeness of the data provided during the order. vivawell.hu is not liable for issues arising from incorrect data you supply.

##### Displayed prices

When submitting the order, the selected product(s), the purchase price, and—where applicable—the shipping fee will be displayed.

##### Restrictions

Please note that only persons over the age of 18 are entitled to place orders. vivawell.hu reserves the right to refuse any order that forms part of a commercial activity. The purpose of the website is solely to process orders intended for personal use. For requests in commercial quantities, please contact us at [info@vivawell.hu](mailto:info@vivawell.hu).

##### Finalizing the order and payment

You can purchase the product(s) in the cart by cash on delivery, bank transfer, or bank card payment. vivawell.hu reserves the right to limit certain payment methods in case of technical issues.

– For cash on delivery, vivawell.hu may charge a handling fee in the following amounts:

0–20,000 HUF: 140 HUF

20,001–50,000 HUF: 170 HUF

50,001–100,000 HUF: 210 HUF

100,001–200,000 HUF: 350 HUF

200,001–300,000 HUF: 570 HUF

– For bank card payments, the webshop redirects you to the payment service provider's (payment gateway) page.

Before completing payment, you have the option to modify the contents of the cart and the selected payment and shipping method.

##### Order confirmation

After finalizing the order and completing payment, we will promptly send an e-mail confirmation containing a summary of the purchase.

vivawell.hu is not responsible for missing or delayed confirmation if caused by an incorrectly provided e-mail address, a full mailbox, or any other technical issue within your sphere of control.

##### Reserved rights

vivawell.hu reserves the right to:

- refuse an already confirmed order (in which case the full amount will be refunded without delay, but no later than within 30 days),
- correct errors on the webshop related to products or prices (in which case the customer will be notified and may reconfirm the order, or either party may withdraw from the contract),
- limit the orderable quantity for a given customer or shipping address (you will be notified).

##### Shipping

The ordered product will be delivered to the address you provide during the order. Detailed shipping terms can be found in Section 4 of these GTC.

## 2.2. Correction of data entry errors

Until the order is finalized, you can correct data entry errors at any time (e.g., by updating or deleting items in the cart). You may also request modifications after placing the order by writing to [info@vivawell.hu](mailto:info@vivawell.hu), but it cannot be guaranteed that the correction will occur before fulfillment.

## 2.3. Other information regarding the order process

The contract between you and vivawell.hu is concluded electronically and does not constitute a written contract. The GTC are available in Hungarian. In case of a dispute, the version in force on the day of the order shall prevail.

The language of the contract is Hungarian. vivawell.hu has not subjected itself to any code of conduct.

vivawell.hu is entitled to suspend product sales or the provision of services if you intend to purchase in a manner contrary to the GTC, or if vivawell.hu, the payment service provider, or an authority is investigating abuse.

### PAYMENT TERMS

#### 3.1. Amounts payable

To finalize the order, the following amounts must be paid:

- the purchase price of the product (which also includes packaging suitable for shipping), and
- where applicable, the separately indicated shipping fee and payment-related handling costs.

The prices and shipping fees shown in the webshop are gross amounts.

For destinations outside the EU, the shipping fee does not include any customs duties, taxes, or other charges that may be levied. These vary by country and are always borne by the purchaser. vivawell.hu cannot predict the exact amount in advance. Such costs may be imposed directly by the customs authority of the destination country or invoiced by the carrier. vivawell.hu recommends that you inquire with your local customs authority regarding applicable duties and other costs in your country.

#### 3.2. Currencies and payment methods

The default currency of the webshop is HUF (Hungarian forint). vivawell.hu processes orders in forints.

##### Accepted payment methods:

- PayPal Checkout
- VISA
- MasterCard/Maestro
- American Express
- any other payment method expressly indicated in the webshop.  
Cash on delivery is available in Hungary only.

The webshop's payment service provider (payment gateway) is PayPal.

Please note that vivawell.hu is not liable for late performance or non-performance if your bank refuses to execute the payment.

#### 3.3. Other matters

As an environmentally conscious brand, invoices are sent electronically by e-mail; no paper invoice is included in the package. Please avoid printing unnecessarily.

vivawell.hu is not liable for refusing to accept an order or deliver a product that was listed in the webshop at a clearly incorrect purchase price (e.g., an unrealistically low price due to a system or administrative error). Such orders—even if already confirmed—shall be considered invalid. In this case, vivawell.hu will offer delivery at the correct purchase price, but you are entitled to withdraw from the order.

### SHIPPING TERMS

#### 4.1. General information on shipping

Products are delivered by contracted courier services and by Magyar Posta (Hungarian Post). Delivery to P.O. boxes is not possible.

#### 4.2. Shipping fees and delivery times

##### Domestic shipping fees (Hungary):

Order value between 0–30,000 HUF:

- Fama courier service: 1,690 HUF
- Foxpost parcel locker: 1,015 HUF
- MPL home delivery: 1,990 HUF
- MPL pickup point: 990 HUF
- GLS home delivery: 1,990 HUF
- GLS parcel locker/pickup point: 1,140 HUF

Orders over 30,000 HUF: free shipping.

For international shipping, the shipping prices indicated in the webshop for the given order apply.

##### Delivery times:

Generally 0–10 business days.

Detailed and currently valid shipping terms are always indicated on the webshop.

vivawell.hu will make every effort to fulfill your order within the above deadlines, but assumes no liability if delivery takes longer than indicated, nor for delays due to reasons beyond its control. In the event of any unexpected delay, vivawell.hu will make every effort to inform you appropriately.

#### 4.3. Return shipping fees

For orders delivered in Hungary and for full-price products, if withdrawal is indicated within 14 days from receipt: vivawell.hu covers the cost of return shipping and provides a courier (from a Hungarian return address).

For discounted, outlet, coupon, or bundle-discount products, and for notifications after 14 days: organizing and bearing the cost of

return shipping is the purchaser's responsibility.

For international orders: organizing and bearing the full cost of return shipping is always the purchaser's responsibility.

In the case of faulty performance—i.e., if the purchaser receives the product defective, damaged, incomplete, or not as ordered—vivawell.hu covers the shipping cost related to the return.

If the fault results from improper use of the product (e.g., forced trying-on, incorrect handling), vivawell.hu is not obliged to assume the shipping cost and may refuse the return.

## RETURNS

### 5.1. Right of withdrawal and deadlines

Pursuant to Government Decree 45/2014 (II.26.), the consumer has the right to withdraw without giving reasons within 14 days from receiving the product.

### 5.2. Return process

The intention to withdraw must be indicated in writing to [info@vivawell.hu](mailto:info@vivawell.hu), providing:

- the order number,
- the name(s) of the product(s) to be returned,
- the reason for return (not mandatory).

a) For orders delivered in Hungary, full-price products, and withdrawal within 14 days: vivawell.hu sends a courier to the specified Hungarian address and covers the cost of the return.

b) For discounted, outlet, coupon, or bundle-discount products, and for notifications after 14 days: organizing and bearing the cost of return shipping is the purchaser's responsibility.

c) For international orders: organizing and bearing the full cost of return shipping is always the purchaser's responsibility.

#### Return address:

Metabox – Vivawell

1151 Budapest, Székely Elek út 13–15.

### 5.3. Refunds

After receiving the returned product, vivawell.hu will inspect its condition to determine conformity.

Please note that the purchaser is liable for any depreciation in value resulting from use exceeding what is necessary to establish the nature, characteristics, and functioning of the product.

vivawell.hu may partially or fully refuse the return of products that have been used beyond the above, or that are damaged.

If accepted, vivawell.hu will refund—partially or fully—the amount originally paid for the returned product using the same payment method.

In the case of faulty performance, the refund is made in full.

If the product is not faulty, the refund does not include the return shipping fee paid by the purchaser.

For promotional-price products, no more than the promotional price will be refunded.

### 5.4. Exclusions

No refund can be made if the product is returned outside the deadline specified in Section 5.1.

The right of withdrawal does not apply to products made to the purchaser's instructions or explicit request, or clearly customized for the purchaser.

### 5.5. Condition of returned products

Products are accepted for return only if undamaged, clean, and free from washing, rinsing, and deodorant stains.

For underwear and swimwear, the original hygiene seal/liner must be intact.

If the product has been used more than necessary, is damaged, or requires cleaning, vivawell.hu is entitled to reduce the refundable amount or refuse the refund.

### 5.6. Deadlines for dispatch and refund

From communicating the intention to withdraw, the purchaser has 14 days to dispatch the product.

If accepted, vivawell.hu will refund—partially or fully—the amount originally paid for the returned product no later than 14 days from receipt of the consumer's notice of withdrawal, using the same payment method. vivawell.hu may withhold the refund until it has received the product back or until the purchaser provides credible proof of dispatch (whichever occurs first).

### 5.7. Summary of responsibility for return shipping costs

- Full-price product, Hungarian delivery, withdrawal within 14 days: vivawell.hu covers the return cost and provides a courier.
- Withdrawal after 14 days: vivawell.hu is not obliged to accept; if individually permitted, the purchaser must arrange and bear the return costs.
- Discounted/outlet/coupon/bundle-discount products and international orders: organizing and bearing the return costs are always the purchaser's responsibility.
- Faulty performance: vivawell.hu covers the return shipping cost.

## LIABILITY

### 6.1. Warranty for conformity (statutory warranty)

In case of faulty performance, you are entitled to enforce your claim against vivawell.hu under the statutory warranty for conformity, under the conditions set out in the Hungarian Civil Code.

If the product is faulty due to a manufacturing defect, vivawell.hu offers repair or replacement. If repair or replacement is not possible, you are entitled to a proportional reduction of the purchase price, to have the defect repaired at vivawell.hu's expense, or to a full refund. Please note that you are not entitled to a full refund for minor defects.

You may switch from the chosen statutory warranty right to another; however, you must bear the cost of switching, unless vivawell.hu gave cause for the switch.

You must notify vivawell.hu of the defect without delay, but no later than 2 (two) months after discovering the defect. Your statutory warranty claim expires 2 (two) years from delivery.

Unless proven otherwise, any defect recognized within 12 (twelve) months after delivery is presumed to have already existed at the time of delivery (unless this presumption is incompatible with the nature of the product or the nature of the defect).

## 6.2. Product warranty

Every purchaser is entitled to enforce a claim against vivawell.hu under product warranty.

Under product warranty, you may demand that vivawell.hu repair the defect in the product or replace the defective product.

After discovering the defect, you must notify vivawell.hu without delay, but no later than 2 (two) months thereafter. You must prove the existence of the defect. A product is considered defective if:

- (I) it does not meet the applicable quality requirements for the given product, or
- (II) it does not have the characteristics described by vivawell.hu.

You may enforce your claim against vivawell.hu within 2 (two) years from delivery.

You must choose between the rights set out in Sections 6.1 and 6.2, i.e., whether you enforce your claim against vivawell.hu under statutory warranty for conformity or product warranty.

## 6.3. Other matters

The provisions in Sections 6.1 and 6.2 apply exclusively to consumers. (Consumer: a natural person acting outside the scope of their profession, self-employed activity, or business. For purchasers not qualifying as consumers, the different rules of the Civil Code apply.)

vivawell.hu is not liable for damages arising from natural wear and tear, negligent use, or treatment contrary to the product description.

If the purchaser provides incorrect or non-existent data during the ordering process, the contract concluded with vivawell.hu shall be considered invalid. vivawell.hu is not liable for delivery delays caused by incorrect or incomplete data provided by the purchaser.

vivawell.hu is likewise not liable if third-party service providers fail to perform, or do not properly perform, their obligations owed to vivawell.hu.

Any damages potentially reimbursable by vivawell.hu are limited to the amount paid by the purchaser for the products/services. In no event shall vivawell.hu be liable for damages that were not reasonably foreseeable.

In consumer contracts, the risk of loss passes upon the consumer's receipt of the product. If the consumer uses a carrier not offered by vivawell.hu, the risk of loss passes when the goods are handed over to the carrier.

Title passes to the purchaser upon full payment of the purchase price and receipt of the product.

vivawell.hu does not warrant that the webshop will be continuously available at all times without interruptions or errors. Causes of unavailability may include internet connection failures or other circumstances arising in the sphere of third parties (e.g., hosting provider failure).

### MISCELLANEOUS PROVISIONS

## 7.1. Complaints

In the event of any complaint, vivawell.hu seeks to resolve the cause of your complaint through negotiation.

You may submit any type of complaint in writing at any time to the following e-mail address of vivawell.hu: [info@vivawell.hu](mailto:info@vivawell.hu)

vivawell.hu will respond to every written complaint without delay, but no later than within 30 (thirty) days. If vivawell.hu does not accept your complaint, it will provide justification.

In addition, you may also contact the following organizations/authorities with your complaint:

### **Hungarian authority responsible for consumer protection with jurisdiction:**

Budapest Metropolitan Government Office, Consumer Protection Department

Address: 1051 Budapest, Sas u. 19. III. floor

Phone: +36 1 450 2598

E-mail: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu)

### **Hungarian Conciliation Bodies:**

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99.

Phone: +36 1 488 2131

Fax: +36 1 488 2186

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

You may also contact the regional conciliation body competent for your place of residence or stay.

Current contact details of the bodies are available on the official consumer protection website: [fogyasztovedelem.kormany.hu](http://fogyasztovedelem.kormany.hu).

**Online dispute resolution (ODR):** The consumer may initiate proceedings on the European Commission's online dispute resolution platform: <https://ec.europa.eu/consumers/odr>

## 7.2. Governing law and jurisdiction

These GTC and the contractual relationship between you and vivawell.hu are governed by Hungarian law.

Hungarian courts have jurisdiction over any disputes between you and vivawell.hu.

## 7.3. Intellectual property

All content found on the Webshop and relating to the products and services of vivawell.hu—including, without limitation, texts, logos, trademarks, graphics, designs, images, photographs, videos, and audio recordings—is the property of vivawell.hu or its content provider and is protected by copyright.

By purchasing products, you do not acquire any intellectual property rights.

## 7.4. Data protection

Information on data protection is contained in a separate Privacy Policy, available in the webshop.