



# LAVYLITES GTCU

## General Terms and Conditions of Use

Welcome to the website operated by Lavylites Limited. This General Terms and Conditions of Use (hereinafter GTCU) sets forth the terms and conditions of use of the webshop and web office of [www.lavylites.com](http://www.lavylites.com) (hereinafter referred to as: Website), by users (hereinafter the Users). Section 7 and 8 of GTCU shall also apply to the use of this Website without registration and for the purposes of the same, User shall mean all users using this Website with or without registration.

The technical operator of this website is Lavylites Limited (hereinafter Operator), however the service provider for this Website's webshop in Germany, Austria, United Kingdom, Croatia, Romania, Slovenia, Poland, the Czech Republic, Slovakia, Italy, Switzerland i.e. the provider for the sale and delivery of products is Lavylites Central Europe Kft. (hereinafter the Provider).



Users' personal data shall be handled in accordance with the Privacy Policy, also accessible on this Website.

For other technical information remaining uncovered by this GTCU, regarding the use of this Website, please check all other information available on this Website.

The prevailing language of this GTCU is English. This GTCU is deemed to be a written agreement, filed by Provider, and available for review any time.

By using this Website, User acknowledges and agrees to be bound by the following.

## 1. PROVIDER AND OPERATOR DETAILS

Provider:

Company Name: Lavylites Central Europe Kft. as sole partner for the use in Germany, Austria, United Kingdom, Croatia, Romania, Slovenia, Poland, the Czech Republic, Slovakia, Italy of the website developed and operated by Lavylites Limited. (registered seat: Suite 1610B 16/F, Tower 3, 33 Canton Road, Tsim Sha Tsui, Hong Kong; Company registration No: 2351801),

Registered seat: 1053 Budapest Veres Pálné u. 9. fszt 6., Hungary

Company registration No: 01-09-270713

VAT number for Hungary: HU25361515

VAT number for Germany: DE305572286

VAT number for Austria: ATU70025359

VAT number for Switzerland: CHE 137.428.7116 MWST

VAT number for Poland: 5263198829

VAT number for Slovakia: SK4120029782

VAT number for the Czech Republic: CZ684294964

Contact for Germany: de@lavylites.com

Contact for Switzerland: ch@lavylites.com

Contact for United Kingdom: en@lavylites.com

Contact for Austria: at@lavylites.com

Contact for Poland: pl@lavylites.com

Contact for Slovakia: sk@lavylites.com

Contact for the Czech Republic: cz@lavylites.com

## 2. PURCHASE VIA THE WEBSITE

### 2.1 Registration

A major part of the contents of this Website is only accessible by registered Users.

Users aiming to be registered on this Website shall go to the "Registration" page on the homepage. Upon registration User shall become entitled to shop online via this Website.

Users shall enter their personal details marked as mandatory and shall accept the terms of use. Registration is complete when User clicks the "Registration" button.

Upon registration a confirmation e-mail will be sent to User by Provider via the Operator, including the login details: User's Partner ID and password.

After login, registered Users are entitled to register other private individuals or legal entities in the "Registration" section.

User shall solely be responsible for keeping the login details (especially password) safe.

User agrees to keep updating his personal details, for a timely, full and correct disclosure.

There is no purchase requirement for Users to sign up on the Lavylites website.

Users may have only one valid email address registered in the Lavylites website.

### 2.2 Registration Cancellation

User can cancel their membership any time by sending an e-mail to the email address of the online customer service. The cancellation request shall include the User ID. For data protection considerations a cancellation request can only be processed by Provider if sent directly by the User from the e-mail address originally used for registration.

User's personal details will be removed from the system immediately, except for data and documents related to orders already placed, which shall be maintained and will not get deleted. After removal from the system the data can no longer be restored.

Cancelation of the registration has implications on User's Partner status.

## 2.3 Orders

After login, User can place an order for the products offered for sale on the Website.

Detailed description and price of the product can be viewed by clicking on the product name or photo. User can enter the number of units required on the product page. By clicking "Order" the product will be placed in the Shopping Cart. User can modify the Shopping Cart any time.

User shall complete the order form and enter delivery and payment details. When clicking "Order", User will be taken to the next screen, where the order can be double-checked prior to being sent. By clicking "Send Order" the order is finalized, or User can return to the Shopping Cart by clicking "Back to Shopping Cart" and modify the order. If "Select Product" is clicked, User can continue shopping. The order will be placed by clicking "Send Order", which creates a payment obligation for User.

From time to time a shortage of supply may occur, i.e. not enough products on stock to fulfil the order. In such cases, the Provider's personnel will contact the User by e-mail or phone, at the number provided, about alternative options.

## 2.4 Data Correction

User can correct any data entered while placing the order, before sending the order, both in the profile details and order details (e.g. deleting a product from the Shopping Cart, changing the number of product, or changing the delivery details).

If User discovers an error after the order was placed, User shall contact the Provider for a cancellation of the order. Cancellation of an erroneous order can be requested by User via sending an e-mail to Provider from the e-mail address used for registration. After this, User can place a new order.

## 2.5 Binding offer and confirmation

Orders are processed by Provider in an automated system. An automated confirmation e-mail will be sent by Provider after an order was placed, confirming that the order was accepted by Provider and a valid agreement is entered into between the parties. The confirmation e-mail shall be deemed to be an official acceptance by Provider of the purchase offer and shall create a binding agreement between the Provider and User. If no confirmation e-mail is received by User in 48 hours after placing the order, User shall no longer be bound by the order.

The order shall be deemed to be an agreement entered into electronically by the parties, and shall be governed by the provisions of Act No. V of 2013 on the Civil Code, and Act No. CVIII of 2001 on Specific aspects of online sales and the information society. The agreement shall also be governed by the provisions of Government Decree No. 45/2014 (II.26.) on the detailed regulations of agreements between consumers and business entities, with special consideration to the provisions of European Parliament and Council Guideline No. 2011/83/EU on consumer rights.

## 2.6 Payment

Your order can be paid for using your Bonus balance up to 90% of the purchase price. The remaining part of the total price will need to be paid through the following payment methods:

- Bank transfer. Provider will dispatch the products when the corresponding amount is credited on its bank account. For bank transfers, the six-digit order ID, without space or punctuation, the User's full name and User ID shall be indicated.
- Card payments: Visa, MasterCard and American Express
- PayPal account

Payment of the purchase price will be settled in EUR, therefore subject to potential currency rate changes if paid in other currencies.

## 2.7 Delivery

Orders placed through this Website will be delivered via a contracted courier service. Order dispatch and delivery is made in accordance with the courier's general terms and conditions of service.

Failed deliveries when no one was found at the location will be repeated by the courier.

Packages remaining uncollected will be returned to Provider.

Any damage identified on the product or product packaging during delivery shall be formally recorded by the courier staff, or if a formal record of the damage already exists, shall be completed accordingly. In cases when the packaging or the product is visibly damaged upon delivery, and such damage occurred prior to delivery, Provider shall arrange for free-of-charge return of the product to Provider. Provider shall bear no liability for damages discovered after delivery.

Courier charges are indicated on the Website during the checkout process. From time to time Provider may offer free delivery, this fact will be indicated on the Website, or at the product page.

## **2.8 Delivery deadline**

Deliveries shall be made within 2 to 5 working days. Provider shall deliver the product ordered without delay, and in all cases within thirty days, unless otherwise agreed by the Parties.

User (as Consumer) shall be entitled to set a new delivery deadline in cases when the Provider is in delay with the delivery. If such new deadline is not met by Provider, the Consumer shall be entitled to cancel the purchase order. Consumer shall be entitled to cancel the purchase order without setting a new deadline in cases when:

- Provider refused to perform the agreement, or
- when performance was supposed to be done in line with the Parties' agreement or given the intended purpose of the services, performance was due on a specific date, not on any other date.

## **3. CANCELLATION RIGHT AND REFUND POLICY**

The provisions of this section shall solely apply to private individuals buying, ordering, receiving, using, applying goods outside the scope of their normal profession, job or business activity, or being the addressee of commercial communication and

offers in relation to the goods (hereinafter the "Consumer").

Consumer shall be entitled to cancel an order placed within fourteen (14) days upon delivery of the goods to the Consumer or to any third party appointed by Consumer (other than Courier) without reasoning, for the following:

- a product,
- if more than one product was ordered, the product last ordered,
- for serial orders, the last item or product ordered,
- for regular deliveries, the first order.

Consumer shall be entitled to cancel an order after the order was placed but before delivery was made.

**Consumers ordering beauty products shall not be entitled to cancel an order, pursuant to section 29 (1) subsection e) of Government Decree No. 45/2014. (II. 26.), in cases when the product's original packaging was opened by Consumer.**

Should the Consumer decide to exercise his cancellation right, an unambiguous cancellation request shall be sent in writing to Provider's customer service at the contact details provided. Consumer shall be deemed to have sent the cancellation request within the deadline stated, if the request was sent prior to the deadline stated above.

Consumer shall bear the liability to evidence that the right for cancellation was properly exercised within the time period granted.

Provider shall promptly confirm receipt of Consumer's cancellation request via e-mail in both cases.

Cancellations made in writing shall be considered to be properly made within the deadline if Consumer sent the cancellation request within 14 calendar days (even if on the 14th calendar day) to Provider.

For requests sent by mail, the date on the postal stamp, for requests sent by e-mail, the date and timing recorded on the e-mail will be considered by Provider when

reviewing if the cancellation request was sent by the deadline. Cancellation requests shall be sent by registered mail in order to evidence the mailing date.

Upon cancellation, Consumer shall return the product ordered to Lavylites Central Europe Kft, to postal address: 1518 Budapest, Pf. 180, Hungary without any unjustified delay, and within 14 days upon the order cancellation. Such deadline shall be deemed to be met if Consumer returned the product (mailed or handed over to a courier service) prior to the expiry of the 14-day deadline.

The cost of product return shall be borne by the Consumer, unless Provider agreed to pay for it. Provider shall bear no responsibility to arrange for or carry out product return, and shall not bear the costs of product return. Provider shall not accept packages sent with an instruction for the recipient to pay the postal costs. Consumer shall be responsible for no costs other than the cost of product return, in relation to an order cancellation.

Upon order cancellation, Provider shall repay in full all payments made by Consumer for the product by no later than 14 days upon receipt of the Consumer's cancellation request, including freight (delivery) costs, except for extra charges arising due to the fact the Consumer opted for a delivery method other than the most affordable ordinary delivery method offered by Provider. Provider shall be entitled to withhold repayment till product return, or till product return is properly evidenced: out of these two options the earlier date shall be taken into consideration.

Consumer shall be responsible for a value loss in the product in cases such value loss is due to product use for purposes other than to identify the product type, specifications and operation. Accordingly, Provider shall be entitled to request reimbursement for product value loss due to product use for purposes other than identification of the product type, specifications and operations, and for other reasonable costs arising, to the extent Provider commenced contractual performance upon Consumer's explicit request prior to the deadline.

Reimbursement shall be made via the same method as payment for the product was made by Consumer, except for cases when Consumer explicitly agrees to another payment method; Consumer shall bear no extra charges arising out the reimbursement method used.



## 4. WARRANTY

### 4.1 Accessory Warranty

Consumer shall be entitled to enforce accessory warranty against Provider in cases of defective performance by Provider. For consumer contracts, User shall be entitled to enforce accessory warranty for product failures already existing at the time of product delivery within 2 years upon receipt of the product. Upon lapse of the 2-year deadline, Consumer loses the right to enforce accessory warranty.

For non-consumer contracts, the beneficiary shall be entitled to enforce accessory warranty within 1 year upon product receipt.

User shall be entitled to switch from the accessory warranty he opted for to another type of warranty, provided that the cost of such switch is borne by User, except for cases when such switch was justified or needed due to actions of Provider.

User shall promptly inform Provider on any product default when discovered, but not later than two months upon discovery of such default.

Within six months after contractual performance the only precondition for Consumer to exercise his right for accessory warranty is Provider notification, provided that Consumer evidenced that the product was purchased from Provider (by presenting the original invoice or a copy of it). In such cases Provider shall only be released from the warranty if Provider is able to evidence that the product default occurred after product delivery. If Provider is able to evidence that Consumer is responsible for such product default, Provider shall not be liable to fulfill the Consumer's warranty claim. After the lapse of six months following contractual performance, User shall bear the liability to evidence that the product default identified already existed at the time of contract performance.

### 4.2 Product Warranty

User (as Consumer) shall be entitled to opt for enforcement of an accessory warranty or of a product warranty in cases when the product fails to meet the quality requirements in effect at the time of product distribution, or when the product fails to possess the features provided in the product description supplied by the manufacturer. User shall not be entitled however to enforce both an accessory warranty and a product warranty for the same product default simultaneously and in parallel. However, if product warranty was successfully exercised, User shall be entitled to enforce an

accessory warranty again for the replaced product or for the corrected part against the manufacturer.

Product warranty shall solely mean reparation or replacement of the defective product. When enforcing a product warranty, User shall have the liability to evidence the product default.

Product warranty can be enforced within two years upon product distribution by the manufacturer. After this deadline no more claims can be submitted. User shall notify the manufacturer without delay upon discovering a product default. Product defaults reported within two months after they got discovered shall be deemed to be reported without delay. Consumer shall have the liability for damages arising out of late notification.

User shall be entitled to enforce product warranty against the manufacturer or distributor (Provider) of movable assets.

The manufacturer or distributor (Provider) can be released from product warranty obligation solely in cases when it managed to evidence the following:

- the product was manufactured or distributed outside the scope of its normal business operations, or
- such error was not detectable under the state of science or technology at the time of product distribution, or
- the product default occurred due to application of law or mandatory authority regulations.

Evidencing one of the above causation is adequate for the manufacturer or distributor (Provider) to be released from its obligation.

### **4.3 Guarantee**

Provider shall have no liability to grant mandatory guarantee for the products sold via this Website.

## **5. LEGAL REMEDIES**

Location, business hours, and method of filing a complaint

User shall be entitled to file a consumer complaint for the product or against

Provider's activities at the following address:

Online customer service:

Contact for Germany: [de@lavylites.com](mailto:de@lavylites.com)

Contact for Switzerland: [ch@lavylites.com](mailto:ch@lavylites.com)

Contact for United Kingdom: [en@lavylites.com](mailto:en@lavylites.com)

Contact for Austria: [at@lavylites.com](mailto:at@lavylites.com)

Contact for Poland: [pl@lavylites.com](mailto:pl@lavylites.com)

Contact for the Netherlands: [en@lavylites.com](mailto:en@lavylites.com)

Contact for Slovakia: [sk@lavylites.com](mailto:sk@lavylites.com)

Contact for Italy: [it@lavylites.com](mailto:it@lavylites.com)

Contact for the Czech Republic: [cz@lavylites.com](mailto:cz@lavylites.com)

Customer service business hours:

Monday: 9 am to 8 pm

Tuesday to Thursday: 9 am to 5:30 pm

Friday: 9 am to 2 pm

Please submit your ID, the product ID, and your complaint to be able to process your complaint.

Provider shall provide a detailed reply to any written complaint submitted within 30 days. The effective date of reply shall be the date when the reply was mailed.

If the complaint is refused, Provider will provide detailed reasoning on such refusal.

## 5.1 Other legal remedies

Optional legal remedies available for consumer legal disputes between Provider and User in cases when such dispute could not be amicably resolved between the parties:

- Filing an official complaint with the Consumer Protection Authority,
- Filing a claim for arbitration.  
Pest County Arbitration Board  
Address: 1119 Budapest, Etele út 59-61. Floor No. 2. 240.  
Phone: (+36-1) 269-0703  
Fax: (+36-1) 784-3076  
E—mail: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

For the purposes of Arbitration Board proceedings, Consumer shall also mean a civil organization, church, detached house, housing cooperation, micro, small or medium sized business entity regulated by separate law, who orders, receives, uses, applies goods, or is the addressee of commercial communication or offer related to the goods.

- Filing a court application.
- Online arbitration

For online sales, in case of a consumer legal dispute involving more than one country, consumers are entitled to file an online claim for international online sales dispute arbitration at <https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show&reload=false>

via an online complaint filed via the online platform.

To use this option, Consumer shall register on the linked online platform, complete the application form, and send it electronically to the Arbitration Board via the platform. Via this application Consumers are able to enforce their rights easily, despite geographical distance.

In Hungary, the Budapest Arbitration Board (BBT) is entitled to facilitate arbitration in legal disputes arising between consumers and distributors in relation to international online product sales agreements or service agreements.

## 6. WEBOFFICE USE, BONUS POINTS

Users can overview their activities in the WebOffice. Via the WebOffice Users can manage their personal details, check their Bonus Point balance and make product purchases. The detailed use of and any special instructions for this website are described on each page wherever the Operator deemed it necessary and helpful for the Users.

Bonus Points may only be redeemed by making product orders. Each Bonus Points that Users earn from using the Lavylites website can be used to discount the total price on the checkout page of the Lavylites web shop. The Provider does not pay Users any form of cash back or compensate them in any other form for Bonus Points than Users being able to redeem their Bonus Points for Lavylites products.

## 7. OTHER TERMS AND CONDITIONS OF USE

### 7.1 Liability

This Website can solely be used by User for User's own risk, and User acknowledges the fact that Provider and Operator shall bear no liability for any material or non-material damage arising during the use of this Website, other than damages caused by willful action, or contractual breach or liability, resulting in harm to human life, physical integrity or health.

Provider and Operator hereby refuse all liability for actions of the Website Users. User shall ensure that no damage occurs to third party rights and to comply with all laws when using the Website, either directly or indirectly. User shall solely be liable for his own actions, Provider and Operator will fully cooperate with official authorities to investigate any misconduct.

This Website may include links to other providers' websites. Provider and Operator refuse any liability for data protection policies of such other providers.

Given the international nature of the internet, User hereby acknowledges the fact that during the use of this Website, the laws of his home country will also apply. If any action related to the use of this Website is banned in the User's home country, User shall solely be liable for the use of this Website.

If User finds any contents on this Website inappropriate, User shall promptly notify the Operator. If Operator finds such notification well founded based on a review conducted in good faith, Operator shall have the right to cancel or modify such contents. The agreement made between Provider, Operator and User under this General Terms and Conditions of Use shall terminate when User cancels his registration, or when Operator cancels the User's registration.

### 7.2 Intellectual Property

The whole of this Website, including its graphic elements, text and technical solutions, and elements of the Services, are copyrighted or protected under other intellectual property right (specifically trade mark). Operator is the copyright owner or authorized user of all contents of this Website, and all contents displayed during the provision of services available via this Website: any art work or other intellectual property (including all graphic design and other materials, arrangement of the Website, editing, software and other solutions used, ideas, or implementations).

Other than the rights explicitly stated in this GTCU, the registration, use of this Website, and no provision of the GTCU shall grant a right for the User to use or utilize any commercial name or trade mark displayed on this Website. The above detailed intellectual property shall not be used or utilized without the prior written consent of Operator for purposes other than display for the intended use, or making any temporary copy or private duplicate necessary for such intended use.

It is forbidden to modify or make copies of the Provider's database, add new data, or change the existing data, by going around the platform explicitly provided by Operator and Provider for such use, or search engines, except when a separate agreement is made or services are received for such purposes.

## 8. UNILATERAL MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

Provider shall be entitled to modify this General Terms and Conditions of Use unilaterally, provided that a prior notification is displayed on the Website for Users. Such modified terms and conditions shall become effective for User upon first use of the Website following the effective date of such modifications, and shall be applied for orders placed after the modification.

Effective date of this General Terms and Conditions of Use 8<sup>th</sup> May 2018.