

# General Terms and Conditions

## 1. Introduction

These General Terms and Conditions (hereinafter referred to as the GTC) contain the terms and conditions of use of the service available on the [www.drherz.hu](http://www.drherz.hu) website (hereinafter referred to as the website) by the user (hereinafter referred to as the User). The technical information required for the use of the website, which is not included in these GTC, is provided by the information available on the website. By using the website, the User acknowledges and accepts the contents of these GTC.

## 2. The service provider

Name: ODP Vital Kft.

Head office: Tüskésréti út 75., Pécs, 7631, Hungary

Mailing address: 7630 Pécs, Tüskésréti út 75

Business address: Tüskésréti út 75., Pécs, 7631, Hungary

Name of representative: Dr.Herz Vitaminok

Company registration number: 0209068394

Name of registration court: Pécsi Törvényszék Cégbírósága

Tax number: 12936106-2-02

Community tax number:

Accounting institution: ERSTE Bank

Account number: Erste Bank Hungary Zrt. 11600006-00000000-98121267

IBAN account number:

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

Phone number: +3672787368

Fax:

Language of contract: Hungarian (will not be registered)

Hosting service provider: UNAS ONLINE KFT - Sopron, Kőszegi út 14, 9400 - Tel.: 0699 200 200 [unas@unas.hu](mailto:unas@unas.hu)

## 3. Activity on the website

I. The products offered can be categorized as follows:

Vitamins

Nutritional supplements

Body lotions

Other products

The displayed products can be ordered online for the territory of Hungary and it is also possible to purchase them by personal collection. The prices displayed for the products are in HUF, include the VAT required by law, but do not include the delivery fee. We do not charge packaging costs.

II. In the webshop, the Service Provider displays the name and description of the product in detail, and displays photos of the products. The images displayed on the product data sheet may differ from the real one, they may be used as illustrations. We do not assume any liability for the difference between the image displayed on the [multivitaminshop.hu](http://multivitaminshop.hu) website and the actual appearance of the product.

III. If a promotional price is introduced, the Service Provider will fully inform Users about the promotion and its exact duration. Where the exact duration is not specified, the promotion is valid until cancelled or while supplies last.

## 4. Terms of Use

### 4.1. Felelősség

Felelősségi kérdések leírása, vagyis hogy a Szolgáltató mely esetekben és milyen hiba esetén zárja ki felelősségét.

A Felhasználó a honlapot kizárólag a saját kockázatára használhatja, és elfogadja, hogy a Szolgáltató nem vállal felelősséget a használat során felmerülő vagyoni és nem vagyoni károkért a szándékosan, súlyos gondatlansággal, vagy bűncselekménnyel okozott, továbbá az életet, testi épséget, egészséget megkárosító szerződésszegésért való felelősségen túlmenően.

A Szolgáltató kizár minden felelősséget a honlap használói által tanúsított magatartásért és hogy a Felhasználó teljes mértékben és kizárólagosan felelős saját magatartásáért.

A Felhasználó köteles gondoskodni arról, hogy a honlap használata során harmadik személyek jogait vagy a jogszabályokat sem közvetlenül, sem közvetett módon ne sértse.

A Felhasználók által a honlap használata során esetlegesen elérhetővé tett tartalmat (például hozzászólás) a Szolgáltató jogosult, de nem köteles ellenőrizni, és a közzétett tartalmak tekintetében a Szolgáltató jogosult, de nem köteles jogellenes tevékenységet folytatására utaló jeleket keresni és ezekért felelősséget nem vállal.

### 4.2. Szerzői jogok

A honlap teljes egésze (szövegek, képek, grafikai elemek, stb...) szerzői jogvédelem alá esik, így kereskedelmi célokra másolni, módosítani, terjeszteni tilos!

## 5. Shopping on the website

### 5.1. Ordering process

The website provides users with the opportunity to present products and order online. The user can browse the website using the menu options. The products are sorted into categories. The Sale Products category contains all the sale products that can be purchased in the store. Each product has a separate start and end date for the sale, or a start date and while stocks last. Under the More for Less menu item, you can find products for which the store provides a quantity discount when ordering multiple items. Under the New Products menu item, you can find products that have recently appeared on the website.

By clicking on the name of the category, you can see the list of products in it. If all the products in the given category do not fit on one page, you can scroll through them using the numbers above and below the products. From the product list, the detailed product page can be accessed by clicking on the product name, where you can find information about the detailed characteristics and price of the product you want to order.

The website allows you to search for products by keyword. Product results that match the search criteria are displayed in a list format, similar to categories.

The selected product can be placed in the cart using the cart button, and the required quantity can be set next to the button. The User can check the contents of the cart using the Cart menu item. Here, they can modify the quantity of the product they want to order from the cart, or they can delete the given item. The Empty Cart button also allows them to completely empty the cart. The User can continue the shopping process by clicking the Order button. As a second step, it is possible to log in, register, and purchase without registration.

In the case of registration and purchase without registration, the User must provide the following data: e-mail address, name, phone number, billing address, and if different, the delivery address. In addition to the above data, a password is also required for registration. The User can inform you about successful registration by e-mail and on the website. The User may request the cancellation of his registration by e-mail from the Service Provider, in which case he must register again for a new purchase. The User is responsible for keeping the access data confidential. The User is responsible for updating his data and is obliged to notify the Service Provider if he becomes aware that his data has been misused by a third party. In case of a forgotten password, a new password can be requested on the website to the registered e-mail address. If the User has previously registered on the website, the ordering process can be continued by entering his e-mail address and password.

As the next step of the order, the User must select the payment and delivery method that is appropriate for him. The User can check all previously entered data, and the products he wants to order, and their quantity, using a summary page. In case of data entry errors, he can correct the entered data using the pencil icon. If you find everything correct, you can finalize your order using the Send Order button. You will receive confirmation of this on the website or by e-mail. If, after recording the order (e.g. in the confirmation e-mail), you notice incorrect data, you must report it to the Service Provider immediately, but no later than 24 hours.

Regardless of the order intention, the User can log in using the Customer Login window or the Login menu item. After logging in, a Change Data menu item will appear, where you can modify the data provided during registration, as well as track the data and status of your placed order.

Other: Do you have to log in to view prices and add products to the cart? Are there bank card or other online payment options? In these cases, a description of the process. Can the cart be saved for later purchase (automatically or using a button)? Is there coupon acceptance in the store? Is there point collection? Do other order parameters need to be entered? Etc...

## **5.2. Binding offer, confirmation**

The Service Provider informs the User about the confirmation within 48 hours. If the User does not receive the confirmation within 48 hours, the User is released from the binding offer and is not obliged to receive the ordered products.

The confirmation e-mail contains the data provided during the purchase, the order data, the name and price of the ordered product(s), the chosen payment and delivery methods, the order number, and in addition the User's comments regarding the order.

### **5.3. Formation of the contract**

The contract can be concluded in Hungarian. Placing an order is considered a contract concluded electronically, which is regulated by Act CVIII of 2001 on certain issues of electronic commerce services and services related to the information society.

The contract is subject to Government Decree 45/2014 (II.26.) on the detailed rules for contracts between consumers and businesses, and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

The contract is concluded upon receipt of the automatic confirmation. OR

In addition to the automatic confirmation email, the Service Provider sends the User a second email (separate acceptance email) within 48 hours, by which it accepts the User's offer, and thus the contract is concluded upon receipt of the separate email on the acceptance of the offer by the Service Provider and not upon receipt of the email on the automatic confirmation of the order within 48 hours.

### **5.4. Registration of the contract**

This document will not be registered, it will be concluded exclusively in electronic form, it cannot be retrieved later, and it does not refer to a code of conduct. If you have any questions about the operation of the webshop, the ordering and delivery process, we are at your disposal at the given contact details!

### **5.5. Invoice**

The Service Provider issues a paper VAT invoice and encloses it in the package with the product or with the personally received product.

## **5.6. Payment**

A list of payment methods provided by the website and their detailed description.

5.6.1. Advance payment Erste Bank Hungary Zrt. 11600006-00000000-98121267

5.6.2. Cash on delivery (Cash on delivery handling fee +490 HUF)

5.6.3. Cash on site

### **5.6.4 Bank card (Online) Payment**

You place your order, after pressing the order button, our webshop will redirect you to the OTPBank online payment interface After entering your details (Name, Bank card number, expiration date, security code), you can finalize the payment of the purchase price of the products with the payment button.

If the payment process is successfully completed, OTP will redirect you back to our webshop via the online interface After your order and successful payment, we will immediately pack the products so that you can receive the ordered goods as soon as possible, usually this takes 1 working day.

## 5.7. Pickup options, Delivery

A list of pickup options and delivery methods provided by the website and their detailed description. For example:

### 5.7.1. GLS Courier Service

The ordered products will be sent to you on the next business day and will be delivered on the following business day. We will notify you by e-mail about any later delivery.

If you have any other wishes regarding the order or delivery, you can indicate them in the comments section when ordering, and we will try to fulfill them.

In order to ensure fast delivery, please provide the exact delivery address and telephone number when ordering.

Payment method for the ordered product / home delivery fee

The ordered product must be paid to the courier upon receipt of the package. The total amount to be paid includes all costs based on the order summary and confirmation letter.

The invoice is included in the package. Please inspect the package in front of the courier upon delivery, and if any damage is detected on the products, ask for a report and do not accept the package. We cannot accept subsequent complaints without a report!

### Shipping fees:

0-10,000 HUF 1490 HUF (Price includes VAT)

For purchases over 10,000 HUF (VAT included), packaging and shipping are free!

We only deliver within Hungary.

We are currently unable to fulfill orders from abroad.

Free home delivery:

For purchases over 10,000 HUF (VAT included), packaging and shipping are free!

If you choose cash on delivery, we will charge a gross fee of 390 HUF.

## 6. Right of withdrawal

### 6.1. Procedure for exercising the right of withdrawal

The provisions of this section apply exclusively to natural persons acting outside their profession, independent occupation or business activity who purchase, order, receive, use, make use of goods, as well as to the recipient of commercial communication or offers related to the goods (hereinafter referred to as the Consumer).

In the case of the provision of several products, the Consumer or a third party other than the carrier designated by the Consumer shall have fourteen (14) days from the date of receipt of the last product provided to the Consumer without giving any reason.

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 product.

If the Consumer wishes to exercise his right of withdrawal, he must send a clear statement of his intention to withdraw (for example, by post, fax or electronic mail) to the Service Provider using the contact details indicated in Section 1 of these GTC. For this purpose, the Consumer may also use the sample declaration of withdrawal attached to the order confirmation e-mail. The Consumer exercises his right of withdrawal within the deadline if he sends his declaration of withdrawal to the Service Provider before the expiry of the deadline specified above.

The Consumer is responsible for proving that he exercised his right of withdrawal in accordance with the provisions set out in Section 5.

In both cases, the Service Provider shall immediately confirm the receipt of the Consumer's declaration of withdrawal by e-mail.

In the event of a written withdrawal, it shall be deemed to have been made within the deadline if the Consumer sends his/her declaration to the Service Provider within 14 calendar days (even on the 14th calendar day).

In the event of notification by post, the Service Provider shall take into account the date of posting, and in the event of notification by e-mail or fax, the time of sending the e-mail or fax for the purpose of calculating the deadline. The Consumer shall send his/her letter by registered mail so that the date of posting can be reliably proven.

In the event of withdrawal, the Consumer shall return the ordered product to the address indicated in point 1 of the Service Provider without undue delay, but no later than 14 days from the date of notification of his/her declaration of withdrawal. The deadline shall be deemed to have been met if the Consumer sends (posts or hands over to the courier ordered by him/her) the product before the expiry of the 14-day deadline.

The cost of returning the product to the Service Provider's address shall be borne by the Consumer. The Service Provider is not able to accept the package returned by cash on delivery. Apart from the cost of returning the product, the Consumer shall not be charged any other costs in connection with the withdrawal.

If the Consumer withdraws from the contract, the Service Provider shall immediately, but no later than within 14 days of receipt of the Consumer's declaration of withdrawal, reimburse all payments made by the Consumer, including the cost of transport (paid for delivery), except for additional costs incurred due to the Consumer choosing a transport method other than the cheapest standard transport method offered by the Service Provider. The Service Provider is entitled to withhold the refund until the product has been received back or the Consumer has provided credible evidence that it has been returned: of the two, the Service Provider shall take into account the earlier date.

During the refund, the Service Provider shall use the same payment method as the payment method used in the original transaction, unless the Consumer expressly consents to the use of another payment method; the Consumer shall not be charged any additional costs as a result of the use of this refund method.

The Consumer shall only be held liable for any depreciation in the value of the product if it has occurred due to use exceeding that necessary to establish the nature, properties and functioning of the product.

### 6.2. In which cases does the Consumer not have the right to withdraw

In the case of a contract for the provision of a service, after the performance of the entire service, if the Service Provider has begun the performance with the express prior consent of the Consumer, and the Consumer has acknowledged that he will lose his right of withdrawal after the performance of the entire service.

In the case of a product or service whose price or fee cannot be influenced by the Service Provider and is subject to possible fluctuations in the financial market during the 14-day withdrawal period.

In the case of a non-prefabricated product that was produced by the Service Provider based on the Consumer's instructions or at his express request, or in the case of a product that was clearly tailored to the User.

In the case of a perishable product or a product that retains its quality for a short time.

In the case of a sealed product that cannot be returned after being opened after delivery for health or hygiene reasons.

In the case of a product which, by its nature, is inseparably mixed with another product after delivery.

In the case of an alcoholic beverage whose actual value depends on market fluctuations in a way that cannot be influenced by the Service Provider, and the price of which was agreed upon by the parties when concluding the sales contract, however, the contract is only fulfilled after the thirtieth day from the conclusion.

In the case of a business contract in which the Service Provider visits the User at the express request of the Consumer for the purpose of carrying out urgent repair or maintenance work.

In the case of the sale and purchase of sealed audio and video recordings and copies of computer software, if the Consumer has opened the packaging after delivery.

In the case of newspapers, magazines and periodicals, with the exception of subscription contracts.

In the case of contracts concluded at a public auction.

In the case of a contract for the provision of accommodation, except for residential services, transportation, car rental, catering or a contract for a service related to leisure activities, if a performance deadline or deadline specified in the contract has been stipulated.

With regard to digital data content provided on a non-tangible data carrier, if the Service Provider has begun the performance with the express prior consent of the Consumer, and the Consumer, with this consent, has simultaneously declared his acknowledgement that he will lose his right of withdrawal after the start of the performance.

In the case of products valued at less than HUF 10,000, we provide a product warranty. In this case, the cost of returning the product is borne by the buyer. If the product is found to be truly defective after inspection, the cost of returning the product will be reimbursed to the buyer.

We would like to draw the attention of our esteemed Customers to the fact that 45/2014. (II.26.) Government Decree, Section 29 (1) e) the consumer may not exercise his right of withdrawal with regard to a product in sealed packaging that cannot be returned after being opened after delivery for health or hygiene reasons. According to the information provided by the competent authority, thermometers and pulse oximeters are also considered to be such products.

## **7. Warranty**

### **7.1. Warranty**

In the event of defective performance by the Service Provider, the User may assert a warranty claim against the enterprise in accordance with the provisions of Act V of 2013 on the Civil Code.

In the case of a consumer contract, the User who is a Consumer may assert his warranty claims within a 2-year limitation period from the date of receipt, for product defects that already existed at the time of delivery of the product. The User may no longer assert his warranty rights beyond the two-year limitation period.

In the case of a contract not concluded with a Consumer, the User may assert his warranty claims within a 1-year limitation period from the date of receipt.

The User may – at his/her choice – make the following claims under the warranty: He/she may request repair or replacement, unless the fulfillment of the claim chosen by the Customer is impossible or would entail disproportionate additional costs for the enterprise compared to the fulfillment of his/her other claim. If the User did not or could not request repair or replacement, he/she may request a proportionate reduction in the consideration or the User may also repair the defect at the enterprise's expense, or have it repaired by someone else, or – as a last resort – may withdraw from the contract.

The User may also transfer his/her chosen warranty right to another, but the User shall bear the cost of the transfer, unless this was justified or the enterprise gave reason for it.

The User is obliged to notify the defect immediately after its discovery, but no later than within two (2) months from the discovery of the defect.

The User may assert his/her warranty claim directly against the enterprise.

In the event of a defect recognized within six months of performance (i.e. after delivery or acceptance), it shall be presumed that the defect already existed at the time of performance, unless this presumption is incompatible with the nature of the defect or the nature of the product. The Service Provider shall only be exempt from the warranty if it rebuts this presumption, i.e. proves that the defect in the product arose after delivery to the User. On this basis, the Service Provider is not obliged to grant the User's objection if it adequately proves that the cause of the defect is the consequence of the product being used for purposes other than those intended. However, after six months of performance, the burden of proof is reversed, i.e. in the event of a dispute, the User must prove that the defect already existed at the time of performance.

### **7.2. Product Warranty**

A product warranty may only arise in the event of a defect in a movable item (product). In this case, the User, who is a Consumer, may – at his/her choice – exercise his/her right specified in Section 7.1 or a product warranty claim.

As a product warranty claim, the User may only request the repair or replacement of the defective product.

A product is considered defective if it does not meet the quality requirements in force at the time of its release or if it does not have the properties specified in the description provided by the manufacturer.

The User may exercise his/her product warranty claim within two (2) years from the date the product was released by the manufacturer. After this deadline, he/she will lose this right.

The User may exercise his/her product warranty claim exclusively against the manufacturer or distributor of the movable property.

In the event of a product warranty claim, the User must prove the defect of the product.

The manufacturer (distributor) is only exempt from its product warranty obligation if it can prove that:

the product was not manufactured or placed on the market as part of its business activities, or the defect was not recognizable according to the state of science and technology at the time of placing on the market, or the product defect results from the application of a law or a mandatory official regulation.

The manufacturer (distributor) only needs to prove one reason for exemption.

A warranty claim for the same defect and a product warranty claim cannot be asserted simultaneously, in parallel. However, in the event of a successful claim for a product warranty, the User may assert a warranty claim for the replaced product or repaired part against the manufacturer.

### 7.3. Warranty

Government Decree 151/2003. (IX. 22.) on the mandatory warranty for certain durable consumer goods contains provisions. The (subject) scope of the decree applies only to products sold under a new consumer contract concluded in the territory of Hungary and listed in the annex to the decree.

The mandatory warranty for durable consumer goods listed in the annex to the government decree is 1 year, the starting date of which is the date of delivery of the product to the Consumer or, if the installation is carried out by the Service Provider or its agent, the date of installation.

The enterprise is exempted from its warranty obligation only if it proves that the cause of the defect arose after the performance.

Due to the same defect, the User cannot assert a warranty claim or a product warranty claim at the same time, in parallel with each other; otherwise, the User is entitled to the rights arising from the warranty regardless of the rights specified in points 7.1. and 7.2.

### 7.4. Validation of warranty and guarantee claims

The User can assert his warranty claims at the following contact details:

Name: ODP Vital Kft.

Mailing address: Tüskésréti út 75., Pécs, 7631, Hungary

Phone number: +3672787368

E-mail address: info@odpvital.hu

## 8. Legal remedies

### 8.1. Place, time, method of complaint handling

The User may submit consumer complaints regarding the product or the Service Provider's activities to the following contact details:

Name: ODP Vital Kft.

Mailing address: Tüskésréti út 75., Pécs, 7631, Hungary

Telephone number: +3672787368

E-mail address: info@odpvital.hu

The Service Provider shall immediately remedy the oral complaint, if possible. If it is not possible to immediately remedy the oral complaint, due to the nature of the complaint or if the User does not agree with the handling of the complaint, the Service Provider shall record the complaint - which shall be kept for five years, together with the substantive response to the complaint.

In the case of a verbal complaint made in person (at a business premises), the Service Provider shall provide the User with a copy of the minutes on site, or if this is not possible, it shall proceed in accordance with the rules for written complaints detailed below.

In the case of a verbal complaint made by telephone or using other electronic communications services, the Service Provider shall send the User a copy of the minutes at the latest together with the substantive response.

In all other cases, the Service Provider shall proceed in accordance with the rules for written complaints.

The Service Provider shall provide the complaint recorded by telephone or other means of communication with a unique identifier, which will simplify the retrieval of the complaint later.

The Service Provider shall respond to the complaint received in writing within 30 days. This measure shall mean sending it by post within the meaning of this contract.

If the complaint is rejected, the Service Provider will inform the User of the reason for the rejection.

If, in its opinion, Origo Vitamin Ltd. has not satisfactorily remedied the complaint, it may request the settlement of the case from the following consumer protection and advocacy bodies.

Contact information for consumer protection organizations and advocacy bodies

Baranya County Government Office Pécs District Office

Consumer Protection Department

7630 Pécs, Hengermalom u. 2.

Telephone: 72/795-398,

Email: pecs.fogyasztovedelem@baranya.gov.hu

National Consumer Protection Association

Baranya County Organization

7621 Pécs, Apáca u. 15.

Telephone, fax: 72/211-399

Baranya County Conciliation Board

7625 Pécs, Dr. Majorossy Imre utca 36.

Telephone number: 72/507-1504

Fax: 72/507-152

(Detailed text can be found at the following link: <http://fogyasztovedelem.kormany.hu/node/11069>)

The enterprise is obliged to cooperate in the conciliation board procedure, and within this framework, it is obliged to send its response to the conciliation board with the content and within the deadline set by law. With the exception of the use of the online dispute resolution platform pursuant to Regulation 524/2013/EU of the European Parliament and of the Council, the enterprise is obliged to ensure the participation of the person authorized to establish a settlement at the hearing. If the registered office or business location of the enterprise is not registered in the county of the chamber operating the territorially competent conciliation body, the enterprise's obligation to cooperate extends to offering the possibility of concluding a written settlement in accordance with the consumer's needs.

Therefore, with regard to the obligation to cooperate in conciliation body proceedings imposed on enterprises under the Fgytv., it can be said with regard to Section 11 (1) (v) of the Government Decree that there is a legal provision prescribing mandatory alternative dispute resolution for the enterprise.

Section 11 (1) (w) of Government Decree 45/2014. (II. 26.) prescribes the obligation for the enterprise to inform consumers about the possibility of contacting the conciliation body, as well as the name and postal address of the conciliation body competent according to the registered office of the enterprise.

45/2014. (II. 26.) Government Decree, information must also be provided on after-sales customer service and other services. The detailed rules for complaint handling are contained in Act CLV of 1997 on Consumer Protection.

#### Online Dispute Resolution

You can also initiate Online Dispute Resolution, which you can access and initiate on the following page:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=HU>

The text of the relevant legislation can be found on the following websites:

Act CXXXVII of 2015

Act CLV of 1997

Act XXXIV of 2004

#### 8.2. Other legal remedies

If a consumer dispute between the Service Provider and the User is not resolved during negotiations with the Service Provider, the following legal remedies are open to the User:

Filing a complaint with the consumer protection authority,

Initiating a procedure with a Conciliation Board (the contact details of the Conciliation Board competent according to the registered office of the Service Provider must be provided),

Initiating a court proceeding,

## 9. More informations

### 9.1. GTC, price modification

The Service Provider may modify these GTC, the prices of the products sold on the website and other prices indicated at any time without retroactive effect, the modification shall enter into force after publication on the website and shall only apply to transactions after entry into force.

### 9.2. Technical limitations

Purchasing on the website assumes the User's knowledge and acceptance of the possibilities and limitations of the Internet, with particular regard to technical performance and errors that may arise. The Service Provider shall not be liable if any operational error is detected in the Internet network, which prevents the operation of the website and the purchase.

### 9.3. Data protection policy

The service provider's data protection policy can be accessed at the following address: [http://www.drherz.hu/shop\\_help.php?tab=privacy\\_policy](http://www.drherz.hu/shop_help.php?tab=privacy_policy)

## 38 10. Effective date of the contract

Effective date of these General Terms and Conditions: 2020.06.01