

General terms and conditions

1. Welcome

Welcome to the world of Honeycave.

These terms and conditions outline the available services and the conditions of the www.honeycave.eu website. You can find additional information on the website which is not included in these terms and conditions. The user accepts the terms and conditions by using this website.

Data Protection Informations explains how www.honeycave.eu provides and caters for personal data of the users.

The Code of Conduct does not apply to the contract.

Customer orders received on the system are automatically stored in electronic format, those can be viewed by logging in their own account.

2. The service provider

2.1 The data of the service provider

Name: Mézédés Otthon Kft.

Seat: 2120 Dunakeszi, hrsz. 0148/4

Name of Representative: József Trepinszki

Registration Number: 12-09-005162

Name of Court Registrar: Court of County Pest - registry court (Pest Megyei Bíróság)

(VAT) tax number: HU22986511

Financial Institution: OTP

Bank account number: IBAN: HU31 1176 3426 6739 2881 0000 0000

BIC: OTPVHUHB

E-mail address: info@honeycave.eu

Mobile number: +36-20/2588910

2.2 Customer Service

Address: 2120 Dunakeszi, hrsz. 0148/4

Opening hours: Mon-Fri: 7.00-17.00

Sat: 8-00-13.00

Mobile number: +36-20/2588910

E-mail contact: info@honeycave.eu

3. The activity in the website

This website is operated as a webshop.

In this website you can find honeys, apiarian product and other product with these kind of substances.

This website is the official website of Honeycave (Mézbarlang) in Dunakeszi, Hungary.

4. Terms and Conditions

4.1. Liability

The User can use the website at his/her own risk, and agree that the Provider is not responsible for the financial and non-financial damage arising from use, in addition the responsibility for breach of contract for deliberately gross negligence or offense caused, and the life, limb, or health damaging.

The Provider disclaims all liability certified by the website user behavior and the user is fully and solely responsible for his/her own conduct.

The User shall ensure not to damage either directly or indirectly during usage of website and the rights of third parties or the law.

Content that may be taken available by the user is available during usage of the Website (eg comments), the Service Provider shall be entitled but not obliged to check, and in respect of the content posted, the Service shall be entitled but not obliged to look for signs of illegal activities and does not take responsibility for them.

Purchase from the web shop assumes that Users have the knowledge and acceptance of Internet possibilities and limits, particularly with regard to technical performance and potential errors.

For any reason have been occurred, the Seller is not responsible in any way for the points listed below:

- Data sent or received on the Internet have not been arrived or random changes
- Any malfunction of the Internet network, which prevents the smooth operation and purchase on the web shop.
- Any failure of any reception device in the communication lines
- Any non-registered or certified form of mail sent - regardless of whether paper or electronic form arrived - but especially any data loss
- The inappropriate functioning of any software
- Any program error, technical error or extraordinary event.

The Provider is not responsible in no way for any direct or indirect loss or damage which is occurred by reason of access to the site or visiting the website.

The User is liable for damages resulting from giving personal information or publication on the website. In such a case, the Service Provider provides all necessary assistance for the competent authorities in order to establish the identity of the offender.

4.2. Copyright

The entire website (texts, images, graphic elements, etc ...) are copyrighted, so copy, modify, distribute for commercial purposes is

prohibited!

Specifically prohibited purchase, rework, copy, etc. the content downloaded from the website for a different purpose. By using this website, the User agree that any copying or any usage of the content of the website also constitutes an infringement, if any would not be protected under copyright law. In case of such violation, even without any evidence of injury, the User acknowledges that the Service Provider is required to pay a penalty of at least HUF 50,000 to the operator of the site.

Any reference indexes to the web site can be freely positioned, however, the Service is entitled to request the termination of that without any reasons.

Each features of the site locates some unique identifier, called a cookie on the user's computer. Cookies are only to facilitate the users' 'authentication', the operator will not use them for other purpose. The prohibition of cookie receiving by the user has no obstacle to use service.

5. Shopping on the Site

The website provides product presentations, and online ordering option for the user. The website allows users to browse menus. The products can be found sorted in category systems.

Clicking on the name of category there can be found the list of the products. If all the products in that category do not fit on one page, you will able to try using the numbers above and below the products. The list of products on the product detail page is achieved by clicking on the name of the product, here you can inform about the detailed informations and price of the product.

On the home page you can search for products by keyword. The right searched product criteria results will appear like product category listing.

The chosen product can be put into the cart by clicking on the cart button, next to the button the required number of pieces is adjustable. The User can verify the contents of the cart with using the cart page. Here can be modified the quantity of the added product users want or delete the item. Fully empty the basket is possible with using 'empty basket' button. The User can continue shopping process if he/she will click onto 'Order' button.

As a second step it is possible to login, registration, or purchase and without registration.

In case of purchase with or without registration the User must provide the following informations: e-mail address, name, phone number, billing address and delivery address if it is different. For register, it is necessary to enter a password in addition to the above data. The Users can inform about the successful registration on e-mail and on the website. The User may request cancellation of the registration from Service Provider by e-mail, in this case, User need to register again for new purchases. The User is responsible for maintaining the confidentiality of the data access. The User is responsible for updating the informations, and shall notify the Service if he/she has become aware that third parties abused with the informations. If User forget his/her password, the new password will be accessible to the registered e-mail address. If the user previously registered on the website, he/she will able to resume the ordering process by using the e-mail address and password.

As the next step of the order, user has to select the appropriate payment and delivery method. The User can check all information provided above by using a summary page, moreover, the ordered products and the quantities. In case of data entry errors it can be edited with the pencil icon. When the User is satisfied, he/she can click the 'Order' button to finalize the order. Users will be reinforced about the order on the website and on e-mail. If User notices incorrect data after the order is fexed (eg.: in the confirmation e-mail), it is required to be notified to the Service within 24 hours.

Regardless of purpose of order, the User can give datas by clicking on the 'Profile' menu item then under the 'New Customer' he/she can decide if purchase with 'Registration' or 'Shopping without registration', or in case of registered customer datas can be given under 'Returning Customer?'.

To view the prices and to put items into the basket does not need to be logged in.

Purchase can occured with or without registration.

The benefits of the registration:

- Users can follow the order status and previous orders by using the given email address and password
- Certain products can be seen only for registered users
- Information should be given only once, next time shopping will be easier

5.2. Bid constraint, confirmation

Users are automatically informed about the confirmation by the Service in a few minutes.

A confirmation e-mail contains provided information during the purchase, the order datas, the ordered product(s), name, the price, the choice of payment methods, shipping, order number, and in addition, comments in the User's order.

After 48 hours the User get a final confirmation (shipping, payment terms) to describe all the informations. After approval this email by the User becomes the agreement final as a contract.

5.3. Formation of the contract

Conclusion of the contract is available in English.

The ordering is a contract concluded by electronic means, on certain aspects on which the e-commerce services and information society services properly governed by the Act of CVIII 2001.

The contract is covered by Regulation 45/2014 (II.26.) Government laying down detailed rules for contracts between the consumer and the enterprise and keep the European Parliament on the rights of consumers and the Council 2011/83 / EC directive, the provisions of mind.

Thus, in accordance with the described preceding paragraph, after the payment the Service (in addition to the automatic confirmation email) will send a second e-mail to the User, with the expected delivery time.

5.4. Registry of the contract

Contract through the website does not constitute a written contract, is not filed by the Service and is not subsequently available.

The Code of Conduct does not apply to the contract.

5.5. Invoice

In accordance with the payment terms the Service Provider shall send the invoice for the user's specified billing address in the package.

If a user want to ask a separate invoice for each item as well.

5.6. Payment

The User can pay on the following ways:

5.6.1. Forward transfer

By sending the appropriate amount of transfer (according to the confirmation e-mail) to the Service's specified bank account. The invoice is specified by the user name (which must match the name of the sender transfers) and address after the transfer arrives.

5.6.2. Payment with debit card

Here, the invoice is also specified by the user name (which must match the name of the sender transfers) and address after the transfer arrives.

5.7. Delivery

We only assume delivery to the following countries belonging to the European Union:

Slovakia, Austria, Germany, Slovenia, Romania, Czech Rep., Croatia, Netherland, Poland, Bulgaria, Luxembourg, Belgium, England, Ireland, Denmark, France, Italy, Lithuania, Latvia, Spain, Sweden, Finland, Malta, Greece, Portugal, Estonia

Delivery of ordered goods happens by delivery service in all cases.

User will be informed about the shipping claim by text or e-mail. Therefore, in all cases of ordering we ask the phone number as well.

If the product is received, the User must check whether the product is free of injury.

If he/she notice damage on the packaging or on the product, the user can ask the protocol from the courier, because the receipt of the product and the signature of acknowledgment document User accepts the quality and quantity of the products, which means that the User can only have the right of withdrawal after acceptance. Therefore, after the departure of the person who does deliveries, the Service is unable to accept subsequently quantitative and qualitative complaint.

If the packaging is visibly damaged upon receipt or the product, and the damage was issued before receipt of the goods, the Service ensure taking back or exchange of the product free of charge.

After the receipt the Service Provider shall not be liable for injury for the damaged product.

Delivery charges:

- In each case, the delivery happens **in accordance with the charge of the appropriate package weight of delivery destination**, which can be found under the '**Information**' menu and then '**Shipping**' tab.

The prices shown are valid for up to 100 kg, in case of higher weight transport costs will be shown in an other confirmation.

The delivery time varies from country to country, in case of products in stock 2-7 working days from the date of amount received on the Service Provider's bank account.

The Service - in the absence of a different agreement - is required to make the product available (deliver) for the customer after the conclusion of the contract without delay, but no later than within thirty days.

In case of the Provider delay, the customer is entitled to set an additional time.

If the Service does not perform within the additional period, the consumer is entitled to cancel the contract.

The Consumer shall be entitled to cancel the contract without stapled extension time, if the Service Provider has refused to fulfill the contract, or according to the agreement between the parties, or the service should have been completed in specified completion time - and not in other time - .

6. Right of withdrawal

6.1. Course of the exercise of the right of withdrawal

The provisions of this section relate to natural persons (the Consumers) for only the trade, profession or outside his/her scope of business activities and who buys goods, orders, receives, uses and commercial communications relating to the goods.

In case of at least provided product of services and more products, the Consumer or designated third party, different like carrier can withdraw from the contract without giving any reasons within fourteen (14) days from the date of receipt of product.

The Consumer can exercise his/her right of withdrawal in the period between the date of conclusion of Contract and the date of receipt of product.

If a consumer wishes to exercise the right of withdrawal, a clear statement of the intention of withdraw must be sent to (e.g. by post, fax or sent by electronic mail) to the contact of the Service appeared in paragraph 1 of the present Terms and Conditions. For this purpose, the consumer may also use the attached sample of withdrawal form from the confirmation e-mail. The Consumer can exercise his/her right of withdrawal in the time limit, if the withdrawal is sent to the Service Provider prior to the expiry of the above deadline.

The Consumer bears the burden of proving that he/she exercised the right of withdrawal in accordance with the provisions set out in section 5.

In both cases, the Service Provider will immediately confirm by e-mail the arrival of notice of withdrawal of the Consumer.

In case of cancellation in writing within the time limit would be considered validated if the consumer send a relevant declaration to the Service within 14 calendar days (even on the 14th calendar day).

The occasion of post marking the Service Provider takes account in terms of the calculation of the period the posting date, in the case of notification by e-mail or via fax, the transmission time of the e-mail or fax. Consumers enter the letter as recorded delivery in the post office to the satisfaction of proving the date of dispatch.

In case of cancellation, the consumer is obliged to return the ordered goods without undue delay to the provider's address indicated in point 1, but no later than 14 days from the date of notification of the withdrawal form. The deadline is deemed to have been observed if the consumer sends the product (mailed or hand over the ordered courier) prior to the 14 day deadline.

The Consumer bears the cost of returning the product to the provider's address. The Service Provider is unable to collect the COD returned package. In connection with the withdrawal, the Consumer does not have any other costs out of the cost of the returned product.

If the consumer cancels the contract immediately, but no later than 14 days from the date of the withdrawal notice of receipt of the Consumer, the Provider will refund all considerations made by the Consumer, including the freight costs as well (the paid delivery), except for the additional cost arising from a Consumer choice different from the usual cheapest mode of transport offered by the Service Provider. The Service Provider is entitled to withhold the refund until he/she has received the product, or until the Consumer has proved that it was sent back, whichever is the earlier date.

During the refund process the Provider applies those payments which are matched with the original transaction payment, unless the consumer explicitly specifies the consent of other means of payment; The consumer should not be charged extra for the application of this method of reimbursement.

The provider will not be liable for the diminished value of the product when the depreciation happened due to the consumer

exceeding the usage of nature, character and function of the product.

6.2. In which case the consumer is not entitled to a right of withdrawal

In a contract for services after the completion of the whole service, if the Service has begun to settle with the explicit prior consent of the Consumer and has taken note that he/she will lose the right of termination after the completion of the service.

In respect of a product or service which price or cost may not be influenced by financial market services, depend on the possible fluctuation during the 14-day withdrawal deadline.

In the case of non-prefabricated products which are prepared in accordance with the Customer's instructions or express request by the Service Provider, or in the case of a product which is clearly imposed on the user personally.

Perishable or short-term care quality product.

In case of product in sealed packages, which can not be returned after delivery because of health and hygiene reasons.

In respect of a product, which is inextricably compound with other products by their nature after the delivery.

An alcoholic beverage with regard to the actual value depends on fluctuations in the market can not be controlled by the Service, and of which the parties have agreed on the price when the purchase contract is signed, but the execution of the contract can be made only after the thirtieth day after conclusion.

In the case of a contract asked by the Service Provider which seeks to express the Consumer's request to perform the User of urgent repair or maintenance work.

With regard to buying and selling of items, sealed packages of audio or video recordings or computer software if the Consumer unsealed after the transfer.

In respect of digital media content to non-material, if the Service has begun to settle with the Consumer's express prior approval, and declared he/she took account at the same time of the consumer's consent, and after the commencement of the performance loses his/her right of withdrawal.

7. Warranty

7.1. Warranty

The User, in case of defective performance of the Service, may enforce a warranty claim against the undertaking in accordance with Act V of 2013 on the Civil Code provisions.

In case of a consumer contract, The User as a Customer can validate the warranty claims during two-year limitation period from the date of receipt, for those product defects which existed at the time of delivery of the product. After two-year limitation period User can not enforce the rights of warranty.

In case of agreement concluded not with the consumer, User can enforce warranty rights during the one-year limitation period from the date of receipt.

In case of second-hand products the deadline is X month / year, but not more than one year.

The User - according to the choice - can appeal with warranty claims with the following: He/She can request a repair or replacement, unless the fulfilments of chosen demands by the customer are impossible or would involve a disproportionate differences for the company. If the User did not or could not ask the repair or replacement, he/she can claim the reduction of proportionate remuneration or correct the error for expense of the company, or - as a last resort - may withdraw from the contract.

The User can revert to another warranty right choice, however, User bears the cost of switching, unless it was justified, or the company gave reason for that.

The User is obliged to communicate the error immediately, but not later than within two (2) months from the failure was discovered.

The user can enforce warranty claim directly against the undertaking.

Within six months after the completion (the date of dispatch, after receipt) detected error must be commented by User, that the defect existed already at the time of execution, unless the presumption is incompatible with the nature of the error, or the nature of the product. The Service will only be exempt from the warranty, if Service tilt the presumption, that proves that the product defect arosed after the User transfer. According to this, the Service has no obligation to uphold the user's complaint, if adequately demonstrated that the failure of the reason is the consequences of misuse of the product. However, six months after the delivery the burden of proof is reversed, thus, in case of dispute, the User must prove that the defect existed at the time of delivery.

7.2. Product warranties

Product liability can arise only in the event of sale of goods (products) fault. In this case, the User as a consumer - according to the choice - can validate rights or product liability claim as it defined in the 7.1. above.

As a product demand, User can request only the repair or replacement of defective product.

A product is considered defective if it does not meet quality standards when it placed on the market or if it does not have the properties listed in the manufacturer's description.

Users can validate the product liability claim within two (2) years from the marketing of the product by the manufacturer. After this deadline, Users lose this right.

The User can claim the product warranty needs only with the manufacturer or the dealer of movables.

The User must demonstrate the failure of the product in the case of enforcement of product warranty demand.

The manufacturer (supplier) shall be exempt from product liability only if it can prove that:

- products were manufactured for non-business activities, or placed on the market, or
- the science and art of marketing was not recognized at the time of the error, or
- the failure of product act is resulting from the application of the mandatory regulatory requirements.

The manufacturer (distributor) is sufficient to prove only one cause for the exemption.

Warranty and product liability claims can not be enforcable for the same mistake at the same time, in parallel. However, in case of successful validation of product claims User can validate his/her warranty claim for product replacement or repaired part against the manufacturer.

7.3. Guarantee

Government Decree 151/2003 (IX. 22nd) includes provisions about mandatory guarantees for durable consumer goods. The Regulation (tangible) only applies to products sold and listed in the annex of the Regulation under the new consumer contract in Hungary.

Durable consumer goods listed in the annex of Regulation, the mandatory warranty is one year, which beginning date is the date of product delivery to the consumer or the commissioning date if the date of the installation is operated by the service provider or its agent.

The company shall only be exempted from liability obligation if it can prove that the defect occurred after the performance.

User can not claim in parallel warranty and guarantee claims, or product warranty and supplies guarantee claims at the same time, otherwise, the User refers to the rights arising under the warranty, beside privileges as defined in the 7.1. and 7.2. section.

7.4. Enforce warranty claims

Users can validate the warranty requirements on the following addresses:

Name: Mézédés Otthon Kft.

Mailing address: 2120 Dunakeszi, hrsz. 0148/4

Mobile number: +36-20/2588910

E-mail address: info@honeycave.eu

8. Enforcement options

8.1. Complaint handling place, time and manner

Users may submit their complaint of the product or Provider activities on the following contacts:

Company name: Mézédés Otthon Kft.

Mailing address: 2120 Dunakeszi, hrsz. 0148/4

Mobile number: +36-20-2588910

E-mail address: info@honeycave.eu

Complaints can be submitted only in writing to the Provider's e-mail address or by sending letter.

Provider shall act in accordance with the rules of the written complaint.

In writing received complaint will be responded by the Provider substantively within 30 days. Under this contract, the measure means posting date.

In case of rejection of the complaint, the Provider will inform the User about the reason of rejection.

8.2. Other enforcement options

In case of customer dispute may appear between Customer and Provider and this dispute will not be solved during the negotiations, the following enforcement options are open for the user:

- complaint to the consumer protection authority
- initiative of the arbitration board (responsible for the seat of the Arbitration Board Service contact details should be provided)
- initiation of legal proceedings
- etc...

9. Others

9.1. Terms and Conditions, modifications of prices

Service Provider can change this Terms and Conditions, prices of products appeared on this website and other prices at any time but not retrospectively. Modifications will come into force after publishing on the website and are only valid for subsequent transactions.

9.2. Technical limits

Customer purchase on this website assumes knowledge and acceptance of the Internet possibilities and limits, particularly with regard to technical performance and resultant errors. The Supplier shall not be liable if any malfunction of the Internet network is detected, preventing the purchase and operation of the site.

9.3. Privacy Policy

The Privacy Policy of the Supplier is available on this page:

http://www.haz-szepitok.hu/shop_help.php?tab=privacy_policy

10. Validity

These Terms and Conditions are valid from **12th June 2014**