

Delivery Conditions - Sales Contract - General Terms and Conditions (GTC)

I. Company information

- a) Our Family Business that develops and manufactures our products also performs the service: BIOLA Organic Cosmetics Ltd.
- b) Billing address: 6000 Kecskemét, Szivárvány street 8
- c) Delivery address: 6000 Kecskemét, Trafó street 1.
- d) Company registration number: 03-09-115021
- e) KSH number: 14038675-2042-113-03
- f) Tax number: 14038675-2-03
- g) EU tax number: HU-14038675
- h) In the PayPal payment system, our account ID is: paypal (at) biola (dot) hu
- i) Our central English website and webshop: www.biolacosmetics.com; www.professional.biolacosmetics.com
- j) Central Hungarian website and webshop: www.biola.hu, www.professional.biola.hu

II. Basic terms:

- a) It is not necessary to register on our site to be able to browse in our website, however it is OBLIGATORY to create a user account in order to place an order on our webshop: We can only fulfil any incoming orders of registered customers (in case of successfully creating a user account).
- b) It is NOT possible to make purchases as a Guest!
- c) Our discounts can NOT be combined with other special offers/coupons or sales!
- d) The validity period of COUPON CODES lasts 24 (twenty-four) hours from the date it was issued. We cannot credit a discount in case it is used after the coupon has expired or if it was forgotten to be used during its validity.
- e) USER ACCOUNT REGISTRATION WITH INCOMPLETE DATA / INCORRECT DATA and placing an order in this form will be considered invalid in all cases!

III. Customer service – payback / money refund information

- a) Customer service: E-mail: info (at) biola (dot) hu
- b) Our telephone contact details are only available on weekdays during the business days and working hours between 08:00 and 15:00 Central European Time: +36-20-313-4699
- c) Cashback is possible for only the actual Customer, because we do not transfer money back to third parties for accounting reasons!
- d) Cash payments in Hungarian forints: on weekdays falling on working days between 08:00 and 15:00 CET only at 6000 Kecskemét, Trafó street 1.
- e) Returning bank transfers to a foreign bank account.
- f) Payment refund using PayPal account.
- g) We can't refund money to virtual accounts (e.g. Revolut) due to technical reasons.
- h) If you might have a question, are in need of information or would like to make a complaint please kindly contact our customer service. For contacting our customer service please write to the following email address: info (at) biola (dot) hu



IV. Loyalty point system

- a) Our loyalty point system and only applies to home use products found in our retail product webshop www.biolacosmetics.com up to a maximum of 4 percent of the delivery price for cosmetics and bath products developed and manufactured by our company.
- b) Period of validity of loyalty points before deletion: Points can be collected after purchasing cosmetics and bath products developed and manufactured by our company and can be used within a maximum of 180 days i.e. one hundred and eighty calendar days. The unused loyalty points automatically get deleted once it reaches the deadline.
- c) Place where loyalty points can be used: it can only be used on www.biolacosmetics.com webshop. Loyalty points can be used for product purchases in the retail product webshop.
- d) The calculation of loyalty points DOESN'T include cost of services: for example, delivery surcharge, import fees, shipping costs etc.
- e) Notifications about offers of our Loyalty Points System and the deadline for using the Loyalty Points: are automatically sent to the e-mail addresses provided by our Customers when creating their user accounts.

V. Delivery information and shipping terms

- a) **Home use products webshop: biolacosmetics.com** If the gross total value of the products ordered to a country within the European Union delivery address reaches a minimum of 120 Euros (one hundred and twenty) / order, we will cover the shipping costs.
Home use products webshop: biolacosmetics.com If the gross total value of the products ordered to a country within the European Union delivery address doesn't reach a minimum of 120 Euros (one hundred and twenty) / order, we will charge a gross value of 18 (eighteen) Euros for shipping costs.
- b) **Professional use products webshop: professional.biolacosmetics.com** If the gross total value of the products ordered to a country within the European Union delivery address reaches a minimum of 280 Euros (two hundred and eighty) / order, we will cover the shipping costs.
Professional use products webshop: professional.biolacosmetics.com If the gross total value of the products ordered to a country within the European Union delivery address doesn't reach a minimum of 280 Euros (two hundred and eighty) / order, we will charge a gross value of 18 (eighteen) Euros for shipping costs.
- c) Parcel delivery is carried out by the GLS courier service or by Magyar Posta Logistic Company outside Hungary.
- d) In the event of a frost threat or a third-degree heat alert, we cannot provide natural and organic cosmetics to outdoor smart parcel lockers ex: GLS smart Parcel lockers.
- e) We can process smart parcel locker orders at the earliest when the temperature ranges between 0 degrees Celsius at night and +40 degrees Celsius during the day, because we produce natural cosmetics and the vegetable oils and plant bioactive ingredients in our products are all sensitive to extreme temperatures.
- f) Urgent Orders: Please choose home delivery to avoid the above cases!
- g) Our company primarily uses the GLS courier service and Magyar Posta Logistics. The average delivery time of foreign parcels depend on the given country and weather conditions and if there are any import customs administration. Usually within two working days upon receiving the payment (and if all items ordered are on stock) the parcel is prepared and dispatched to given address. Usually delivery times could take 3-8 business days. Please refer to the GLS (<https://www.gls-pakete.de/en/glossary/standard-delivery-times>) and/or Magyar Posta (<https://net.posta.hu/dashboard/public/dashboard-ui/calculator/foreignpackage>) given country's delivery times for more accurate information.
- h) Orders to be sent to a foreign delivery address are fulfilled by our English webshop: www.biolacosmetics.com, www.professional.biolacosmetics.com
- i) Our domestic store does not fulfill orders to foreign delivery addresses: www.biola.hu, professional.biola.hu

- j) Important! If you place several orders in a row, but would like to request delivery at the same time, please always indicate the number of previous order(s) as well! We handle and fulfill each incoming valid order separately! We can only merge orders if you request it in the comment box and indicate which order you want to merge it with.

VI. General information and conditions

- a) Users of the www.biolacosmetics.com and www.professional.biolacosmetics.com webshops acknowledges that they are familiar with the General Terms and Conditions and accepts and considers them legally binding. A contract concluded electronically between the Parties shall be deemed to be a legal statement in the form of implied conduct. The documents of the contract are the Customer's purchase offer (order) and the Service Provider's confirmation.
- b) The registered data can be changed or modified by the customer at any time after logging in their user account and accessing the "Profil data" button within Profil menu point or by writing the requested changes to info (at) biola (dot) hu address.
- c) Prices: The prices of the products on our pages include VAT and are only valid for parcel delivery (in case ordering online). We give our prices in Euros.

VII. Order confirmation:

- a) Ordering process: You can add the selected product to the cart after entering the number of pieces and by clicking on the cart button. After clicking on the cart button, the selected item will be transferred to "Your Cart", where the quantity can be changed at any time with the help of the +/- sign. The cart can be edited until the moment of submitting your order. The order can be finalized by pressing under the detailed cart button.
- b) Order confirmation: After completing the ordering process, if you have chosen the prepayment method or if you haven't provided all the necessary data required for delivery, the staff of BIOLA Organic Cosmetics Ltd. will contact you shortly.
- c) Minimum order value: There is no minimum order value.

Contractual terms

- a) Scope of the Contract: The Contract may come into effect with the validation and confirmation of the order, if the Customer has previously successfully registered in our webshop without making any errors and ends with successfully delivered order.
- b) The Contract shall be deemed null and void if the registration contains incomplete data or if a request that cannot be fulfilled is indicated in the comment section.
- c) In order to prevent any abuse, BIOLA Organic Cosmetics Ltd. reserves the right to use the Buyers' Agreement, which is subject to conditions, such as prepayment, or not to serve Customers who do not comply with the terms of the sales contract.
- d) Warranty, waiver: All customers are entitled to warranty according to the Hungarian Civil Code regulation. We take full responsibility for performance failures! At the time of packaging, we double-check the products on the invoice and the products that go into the package. At the second check, each item is recounted separately and the number of pieces is indicated on the order forms. We follow all relevant rules of the Hungarian Civil Code and the No. 49/2003. (VII.30.) order of the Hungarian Ministry of Economy and Transportation regarding the liability of vendors. In case of products with increased microbiological sensibility – natural and organic ones – we only accept any complaints or remarks within 14 days of receiving the shipment by the customers.
- e) In the case of returning the product by post, the price of the goods will be returned to the bank account number provided by the customer within 15 working days of receipt at the latest. The Seller is only obliged to reimburse the full price of the products to the Customer if the mentioned goods are returned in completely undamaged and in complete packaging (together with the original invoice and/or documents). The Seller may claim compensation for damage resulting from improper use of the goods. The refund does not apply to the shipping costs and the cost of returning the products is paid by the customer.
- f) Protection of your data: We hereby inform you that the data that is most necessary for the fulfilment of your order will be stored in order to subsequently prove the fulfilment of the contract and the terms of the contract. We will not disclose your data to third parties, unless the third party cooperates as a subcontractor of our company in the performance of the contract. In these cases however the subcontractors do not have the right to keep, use or to forward this information to other parties the personal information provided to them by our company any longer than prescribed by law. When processing your data, we comply with the data protection laws of the European Union (GDPR) and Hungary.
- g) Privacy statement: www.biolacosmetics.com

IX. Conciliation, dispute resolution, complaint handling: Our Conciliation Board operates with the Southern Great Plain Regional Centre:

- a) Personal customer service takes place at the headquarters of the Csongrád-Csanád County Conciliation Board, 6721 Szeged, Parisi körút 812., on Mondays and Wednesdays from 9 a.m. to 11 a.m.
- b) Their phone number: +36-62/549-392 (only on Tuesdays and Thursdays between 9 a.m. and 12 p.m.)
- c) Filing a complaint: bekelteto.testulet@cskik.hu or <https://www.bekeltetes-csongrad.hu/eljaras-inditasa/>
- d) From 1 January 2024, hearings will be held online as a general rule, but consumers will have the opportunity to attend the hearings in person based on their request. Please indicate your request for this in your complaint!
- e) In the case of online dispute resolution, click on the following link to go to the EU's English-language dispute resolution page: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show>
- f) In case of a dispute related to the operation of the customer service (complaint handling, complaints, compensation, etc.): National Trade and Consumer Protection Authority (NKFH) Kecskemét Branch: Address: 6000 Kecskemét, Szent István krt. 19/A.

E-mail: fogyasztovedelem@bacs.gov.hu Website: <https://nkfh.gov.hu/>

- g) The Service Provider has been required to comply with Section 1 of Act LVII of 1996 on the Prohibition of Unfair Market Practices and Restriction of Competition.
- h) In case of unlawful conduct: Hungarian Competition Authority:
Address: 1054 Budapest, Alkotmány u. 5.
Phone: +36-1- 472-8900 Website: <https://www.gvh.hu/>
- i) Handling of legal disputes between Contracting Parties: The Parties shall act in good faith and shall primarily settle disputes through negotiations. If no result is reached during the negotiations: In the event of a legal dispute, the contracting parties stipulate the jurisdiction of the District Court of Kecskemét and the Kecskemét Regional Court, depending on their jurisdiction.
Address: 6000 Kecskemét, Rákóczi út 7. Website: <https://birosag.hu/kecskemeti-torvenyszek>

X. Force Majeure

- a) Force Majeure is every extraordinary event that fall outside of Parties' interest, cannot be foreseen for Parties and unavoidable and not the consequence of Parties' incongruity or malpractice. Events such as war, uprising, riot, affray, boycott, limiting capacities caused by authorities, breakdown of current infrastructure or delays caused by these, impossibility of gaining raw materials, natural disasters, catastrophes, fire, epidemic, quarantine and general strike or any emerging similar reasons outside of Parties' interest.
- b) The Party concerned is not liable for the attitude of the party default and the present Contract cannot be terminated due to the breach of the contract of the party concerned if the delay of performance or the non-accomplishment of Contract is caused by Force Majeure event.
- c) In case of Force Majeure the Party concerned is obliged to give written notice to the other Party as soon as possible after the occurrence of the cause relied on, full particulars and the anticipated duration thereof.
- d) The Party concerned is obliged to continue the accomplishment of its obligations within a reasonable timeframe after the cessation of Force Majeure event.
- e) Deadlines determined in the present Contract are prolonged by the duration of the Force Majeure event. Should this timeframe exceed sixty (60) days, any of the Parties can cancel the Contract in accordance with the rules of cancellation without notice stated in the present Contract.

Kecskemét, 20.07.2026.



Dr. Gyovai Viola, CEO.
BIOLA Organic Cosmetics Ltd.

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