



**NICS.eu**  
Natural Immune Control System Inc.



## GENERAL TERMS OF CONTRACT

### I. GENERAL PROVISIONS

#### I.1. Description of the Service, Terms of Participation

These General Terms of Contact (GTC) specifies the main conditions for the use of the webstore of Natural Immune Control System Zártkörűen Működő Részvénytársaság (6720 Szeged, Kárász utca 16. II. em. 20, Hungary; tax number: 24830492-2-06) (hereinafter the Service Provider) available at [www.nics.eu](http://www.nics.eu), and the conditions of the sales contract between the Service Provider and the customers (hereinafter the Service), and the rights and obligations of each party. Web hosting service provider: Natural Immune Control System Zártkörűen Működő Részvénytársaság (6720 Szeged, Kárász utca 16. II. em. 20, Hungary; tax number: 24830492-2-06; e-mail address: [info@nics.hu](mailto:info@nics.hu))

At the [www.nics.eu](http://www.nics.eu) website's Products submenu, the Service Provider introduces the products that can be chosen by the visitors. Information about and a description of each product is included in the product specifications. Purchase orders may only be submitted by natural persons having a contract with the Service Provider; customers can purchase product(s) only indirectly through them.

The Service is only available to natural persons who are at least 18 years old, have accepted this GTC, and consented to the management and processing of their personal data.

#### I.2. Amendment and effective date of the GTC and its approval by Users

The use of the Service is governed by the provisions of this GTC. The Service Provider is entitled to amend this GTC at any time. The new, amended GTC will take effect on the day of its publication on the [www.nics.eu](http://www.nics.eu) website. In the event of any substantial amendment of the GTC, the Service Provider shall notify the Users registered earlier about the new GTC taking effect, which the Users shall accept by the repeated use of the Service.

Matters not or not fully regulated in this GTC shall be governed by the Civil Code, the act on certain aspects of electronic commerce and information society services and the laws on contracts between consumers and enterprises.

#### I.3. The Service Process

**I.3.1.** The customer's order is registered by a natural person having a contract with the Service Provider on the order page of [www.nics.eu](http://www.nics.eu) website's Web office submenu as discussed with the customer, or documents it on a special form, in 3 copies, and forwards this to the Service Provider. The customer receives 1 copy of this proposal form, in which the customer is informed in writing by the Service Provider about its rights and obligations.

**I.3.2.** If the customer wishes to pay for the product(s) ordered when receiving them, the person having a contract with the Service Provider informs the customer about the amount to be paid, which includes the purchase price of the product(s) and the delivery cost specified in section I.4.2. hereof. Customers can only choose to pay in cash to the Carrier acting for the Service Provider only if the shipping address is in Hungary.



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**I.3.3.** If a customer wishes to pay electronically, the customer will receive a notification to his or her email address based on which the customer can finalize his or her order within 72 hours. Customers can only choose to pay electronically if the shipping address is in Hungary and countries in fee zone 1 (see section I.5.1). Customers can modify their shipment and mailing data before the order is finalized. Customers can finalize their purchase order by clicking the "Click to Accept" button, and effect payment by clicking the "Payment" button as described in section I.4.4 hereof.

**I.3.4.** By approving an order, customers accept to be bound by GTC.

**I.3.5.** The Service Provider shall deliver product(s) to customers by using the services of GLS General Logistics Systems Hungary Csomag-Logisztikai Kft. (hereinafter Carrier).

### I.4. Price, payment

**I.4.1.** The prices shown in the purchase order are consumer prices which include VAT, and are given in HUF or EUR, as applicable.

**I.4.2.** The gross shipment cost is HUF 1,500/order in the case of a Hungarian shipment address, included in the total amount. If at least 2 products are ordered and the gross amount of the single order is at least HUF 45,000, then shipment is free of charge.

**For countries in fee zone 1** (see section I.5.1.), the shipment cost is EUR 20/order, included in the total amount.

**For countries in fee zone 2** (see section I.5.1.), the shipment cost is EUR 25/order, included in the total amount.

**For countries in fee zone 3** (see section I.5.1.), the shipment cost is EUR 35/order, included in the total amount.

**For countries in fee zone 4** (see section I.5.1.), the shipment cost is EUR 75/order, included in the total amount.

The specified shipping fees are valid for up to 10 product items within a purchase order. The shipping fee will be twice the specified fee when a single purchase order for the same address is for 11-20 products, three times the specified fee in the case of 21-30 products, four times the specified fee in the case of 31-40 products and five times the specified fee in the case of 41-50 products.

Products offered as a gift are also included in the number of the products ordered.

**I.4.3.** Customers are obliged to pay the total amount of the ordered product(s) and the shipment cost either when placing their order, electronically with a bank card, or when receiving the product(s), in cash to the Carrier acting for the Service Provider. Customers can only choose to pay in cash to the Carrier acting for the Service Provider only if the shipping address is in Hungary. Customers can only choose to pay electronically, only if the shipping address is in Hungary and countries in fee zone 1 (see section I.5.1.).



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**1.4.4.** If the customer elects to pay simultaneously with placing the order electronically (with a bank card), the website will redirect the customer to the website of Raiffeisen Bank (hereinafter Bank) to enable payment through the Bank. On the Bank's payment server, the bank card holder's name, the card number and expiration date need to be given. The Bank accepts VISA, Maestro and Mastercard. After successful purchase, the Bank notifies the customer. In the event of a failed transaction, the Bank informs the customer of the error in an error message according to its practice.

**1.4.5.** The Service Provider issues a (paper-based) invoice for all ordered product(s), and attaches it to the product(s).

### 1.5. Delivery

**1.5.1.** The Service Provider shall forward the ordered product(s) to the customers via GLS General Logistics Systems Hungary Csomag-Logisztikai Kft. (Carrier). Any shipping address can be given in Hungary and in other countries in fee zone 1.

**Countries in fee zone 1:** Austria, Slovakia, Croatia, Slovenia, Czech Republic, Romania.

**Countries in fee zone 2:** Germany, Poland, Belgium, Netherlands, Luxembourg, Bulgaria.

**Countries in fee zone 3:** Denmark, France, Ireland, Italy, United Kingdom.

**Countries in fee zone 4:** Spain, Finland, Greece, Portugal, Estonia, Latvia, Lithuania, Sweden.

The Carrier shall inform the customer about the expected delivery period by using the telephone number and/or e-mail address specified by the customer.

The progress of delivery can be tracked at the Carrier's website at <https://gls-group.eu/HU/hu/home>, by using the identifier sent by email. Entering the package number in the package tracking system, customers can see all shipping details. The shipping address given upon the order finalization can be changed subsequently by contacting the Carrier.

### 1.6. Complaint management, warranty

**1.6.1.** The Service Provider will handle complaints either by telephone or in writing (by email or letter). The enterprise shall draw up records of verbal complaints, and inform the Consumer of their management.

➔ <https://ec.europa.eu/consumers/odr/>

**1.6.2.** If the Service Provider's performance is unsatisfactory, customers can make a defect liability claim in accordance with the relevant provisions of the Civil Code. Within the framework of defect liability, customers can claim the following at their discretion. They can request repair or replacement unless the fulfillment of the customer's need is impossible or would entail disproportionate additional cost to the enterprise compared to the fulfillment of another claim. If repair or replacement was not or could not be requested, customers can request proportionate delivery of the service, or repair or have the



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defect repaired at the enterprise's cost or, as a last resort, withdraw from the contract. Customers may later change the form of defect liability claim initially chosen, but shall be responsible for its cost, save where such change was justified or for reasons attributed to the enterprise.

**1.6.3.** In case of a defective product, customers may enforce, at their option, either a defect liability right or a product warranty right. As a product warranty claim, customers can only ask the repair or replacement of the defective product. A product is considered defective if it does not conform to the quality requirements when it is put on the market or if it does not have the characteristics defined in the manufacturer's specifications. Customers can enforce a product warranty claim within two years after the product is put on the market.

**1.6.4.** If you have any complaint regarding contract fulfillment, you can turn to the competent Reconciliation Body for dispute resolution. Contact details of the Conciliation Board competent at the enterprise's seat: Csongrád megyei Kereskedelmi és Iparkamara mellett szervezett Békéltető Testület [Conciliation Board attached to the Chamber of Commerce and Industry of Csongrád County] (6721 Szeged, Párizsi krt. 8-12, Hungary).

**1.6.5.** Customers are entitled to withdraw from the contract within 14 days without giving a reason. The withdrawal period ends 14 days after the customer or a third party other than the carrier, named by the customer takes over the product. If the customer wishes to exercise their right of withdrawal, the customer is obligated to send a clear statement of withdrawal (by mail or e-mail) to: Natural Immune Control System Zrt.; 1054 Budapest, Szabadság tér 7., Platina torony 5. Emelet, Hungary; +36 20/26 27 288; info@nics.hu.

The attached withdrawal notice template can also be used for this purpose. Customers will be considered to have exercised their right of withdrawal in due time if they send their withdrawal notice before the end of the above-mentioned deadline. If the customer withdraws from this contract, all amounts paid by the customer shall be refunded immediately, 14 days after the receipt of the customer's withdrawal notice at latest, including the shipment cost (excluding additional costs due to the customer's choice a shipment method other than the offered cheapest standard one).

Refunds will be made with the same payment method as the original transaction, unless the customer expressly agrees to another payment method. The customer shall incur no additional cost from the use of such refund method. The refund will be retained until the Service Provider has received the product or the customer has provided evidence of its return whichever is earlier.

The refund will be retained until the Service Provider has received the product or the customer has provided evidence of its return, whichever is earlier. The customer is obliged to return or hand over the product to the Service Provider without undue delay, within 14 days of the communication of its withdrawal notice at latest. The deadline shall be considered met if the product is sent before the end of the 14-day period. The customer shall be responsible for the direct cost of returning the products.

**1.6.6.** Refunds of the product price with reference to the right of withdrawal is permitted only if the product is returned unopened and intact. The Service Provider cannot refund the price of products if opened or non-intact packaging, given that due to their special nature, such products can no longer be resold. If the customer has not yet started the use or consumption of products to which the said rule of exception is applicable, in other words, has not opened the direct packaging of the product, the customer can exercise his or her right of withdrawal in accordance with the applicable general rules.



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### I.6.7. Withdrawal/Termination Notice Template

(please complete and return only if you wish to withdraw from/terminate the contract)

To:

The undersigned declare(s) that they wish to exercise their right to withdraw from/terminate the contract for the sale and purchase of the products or the provision of the service named below.

Date of contract conclusion/receipt:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s): (only in case of a printed notice)

Dated:

### I.7 Service Provider's Data and Contact Details

Name: Natural Immune Control System Zrt.

Company Reg. Number: 06-10-000463

Registered seat: HU-6720 Szeged, Kárász utca 16. II. em. 20, Hungary

Branch office: 1054 Budapest, Szabadság tér 7., Hungary

Tax No.: 24830492-2-06

Bank account No. "HUF": 12067008-01428211-00100006 (Raiffeisen Bank Rt.)

Bank account No. "EUR": 12067008-01428211-00200003 (Raiffeisen Bank Rt.)

Letter address: 1054 Budapest, Szabadság tér 7., Bank Center, Platina torony 5. emelet, Hungary

Phone Number: +36-20/26-27-288

E-mail adress: info@nics.hu