1. **Preambulum**

These General Terms and Conditions **(hereinafter GTC)** of **BIONIKA MEDLINE Orvostechnikai Kft.** (headquarter: 3516 Miskolc, Tégla utca 29., tax number: 11443915-2-05, company registration number: 05-09-005354, registered in the Company Registry Court of Miskolc Regional Court, **hereinafter BIONIKA**) come into effect on 21.03.2025, which GTC covers and regulates the conditions of commerce services provided by BIONIKA MEDLINE Kft. The present GTC are supplemented by the specific provisions of **the webshop’s General Terms and Conditions (hereinafter webshop GTC)**, which covers and regulates the e-commerce service provided by BIONIKA, available on the website <https://shop.en.bionika.hu/pages/general-terms-and-consitions.>

1. **Company data, contacts**

|  |  |
| --- | --- |
| **Name:** | BIONIKA MEDLINE Kft. |
| **E-mail address:** | [info@bionika.hu](mailto:info@bionika.hu) |
| **Telephone number:** | [+ 36 70 362 9235](tel:+36703629235) |
| **Address:** | 3516 Miskolc, Tégla u. 29. |
| **Name of authorised or registrative court of**  **registration:** | Company Registry Court of Miskolc Regional Court |
| **Trade register:** | 05-09-005354 |
| **Tax number:** | 11443915-2-05 |
| **Bank account number:** | 10402764-50527051-80681002 |
| **IBAN:** | IBAN HU5110402764-50527051-80681002 |

1. **General provisions**

BIONIKA MEDLINE Kft. reserves the right to modify or supplement these GTC. The modifications and supplements will be available on the https://bionika.hu/en/pages/general-terms-and-conditions webpage. Any modification to these Terms and Conditions and to the Webshop’s Terms and Conditions shall not apply to orders placed prior to the effective date of such modification or supplement.

These GTC apply to purchases resulting from orders placed with BIONIKA by telephone, e-mail. Products may be purchased under the conditions set out in the GTC.

The GTC define and specify the rights and obligations of BIONIKA as a Supplier and the customer as a buyer **(hereinafter Customer)**.

Both consumers and business customers who are not consumers are entitled to purchase **(hereinafter Customers)**. **For customers who are not consumers, the provisions herein that are specified by law as applicable in respect of consumers only, shall not be applicable. The consumer is any person that outside of their trade or business activities or outside their profession enters into a contract with BIONIKA MEDLINE Kft. or deals with it in any other way.**

By placing an order the consumer and the customer who is not a consumer confirms he/she has acquainted with these GTC, and the provisions of the Data Processing Policy and explicitly agrees with them in the wording valid at the moment of placing the order.

1. **Purchase and order**

The products can be ordered by e-mail at [trade@bionika.hu](mailto:trade@bionika.hu) and by phone at [+ 36 70 362 9235](tel:+36703629235). The products can also be ordered from the webshop available at <https://shop.bionika.hu>, which is subject to the aforementioned webshop GTC.

**By placing an order, the Customer agrees to** report to BIONIKA any defects related to the product. They shall cooperate in order to take the corrective measures necessary to bring the device in question into compliance, withdraw or recall it from the market, if necessary. It shall also report to it any notification of suspected occurrence of unexpected events relating to the product.

**The Customer agrees** to keep a register of complaints, of non-compliant devices and of recalls and withdrawals of devices, and to inform BIONIKA MEDLINE Kft. of these activities and provide it with all information. The Customer can provide such feedback by sending an e-mail to [trade@bionika.hu](mailto:trade@bionika.hu) or by calling [+ 36 70 362 9235](tel:+36703629235).

**The Customer also agrees** to report any serious unforeseen events of which it becomes aware to BIONIA at the contact details indicated above, on the one hand, and to the National Centre for Public Health and Pharmacy (in Hungarian: Nemzeti Népegészségügyi és Gyógyszerészeti Központ, address:1097 Budapest, Albert Flórián út 2-6., postal address:1437 Budapest, Pf. 777, main telephone number:(+36 1) 476 1100, e-mail address**:** [tisztifoorvos@nnk.gov.hu](mailto:tisztifoorvos@nnk.gov.hu))

1. **Payment**

**You can choose the following payment methods when placing an order:**

* bank transfer
* payment on delivery
* PayPal

1. **Shipping**

* GLS
* MPL
* Personal receipt at our headquarter

1. **Deadline for performance**

In the case of a Customer who is a consumer, unless otherwise agreed by the Parties, BIONIKA is obliged to make the goods available to the Customer without delay after the conclusion of the contract, but no later than within thirty days.

On the basis of the foregoing, the general time limit for the performance of the order shall be a maximum of 30 days from the date of confirmation of the order. BIONIKA will provide information on any other (but not longer than 30 days) delivery period in the individual delivery methods.

1. **Complaint**

If there is a quantity and/or quality objection to the purchased product, the supplier will return the contested product, provided that the complaint has been made at the time of delivery. In case of a justifiable complaint, the price of delivery of the new product will be borne by BIONIKA.

Place of complaint handling:

* by phone: [+ 36 70 362 9235](tel:+36703629235)
* in person at: 3516 Miskolc, Tégla utca 29.
* by letter: 3516 Miskolc, Tégla utca 29.
* by e-mail: [trade@bionika.hu](mailto:trade@bionika.hu)

1. **Ownership**

By concluding the contract on purchase, BIONIKA undertakes to hand over the products that are subject of the purchase and shall enable the Customer to acquire their ownership rights. The Customer shall become the owner only upon the purchase price is paid in full. BIONIKA shall hand over the products and any documents related to them to the Customer. The products are considered handed over to the Customer in the moment of personal pick-up or delivery.

1. **Sales abroad**

BIONIKA does not distinguish between Customers within the territory of Hungary and Customers outside the territory of the European Union. Unless otherwise provided for in these GTC, BIONIKA shall ensure the delivery/collection of the ordered Goods in the territory of Hungary.

The provisions of the present GTC shall also apply to purchases outside Hungary, with the proviso that, in accordance with the provisions of the relevant Regulation, a Consumer shall be deemed to be a Customer for the purposes of this clause if they are nationals of a Member State or a residents of a Member State, or an undertaking which is established in a Member State and purchases goods or services within the European Union solely for the purpose of end use or with such intention. A consumer is a natural person who is acting for purposes which are outside his trade, business, craft or profession.

The language of communication and purchase is primarily Hungarian, BIONIKA is not obliged to communicate with the Customer in the language of the Customer's Member State.

BIONIKA shall not be obliged to comply with any non-contractual requirements, such as labelling or sector-specific requirements, laid down in the national law of the Member State of the Customer in relation to the goods concerned, or to inform the Customer of such requirements.

Unless otherwise provided, BIONIKA shall apply Hungarian VAT to all Goods.

The Buyer may exercise his legal remedies in accordance with these GTC.

In the event of the use of an electronic payment solution, payment shall be made in the currency determined by BIONIKA,

BIONIKA may withhold the delivery of the goods until it is satisfied that the price of the goods and the delivery charge have been successfully and fully paid using the electronic payment solution (including in the case of Goods paid by bank transfer, where the Customer transfers the purchase price (delivery charge) in the currency of his Member State and BIONIKA does not receive the full amount of the purchase price due to the conversion and bank commissions and costs). If the price of the goods has not been paid in full, BIONIKA may request the Customer to supplement the purchase price.

BIONIKA shall provide the same delivery facilities as those available to Hungarian Customers to non-Hungarian Customers in order to deliver the goods.

If the Customer may request the delivery of the goods to Hungary or any other Member State of the European Union in accordance with the GTC, the non-Hungarian Customer may also request this by any of the delivery methods indicated in the GTC.

If the Customer may choose to collect the goods personally from BIONIKA in accordance with the GTC, the non-Hungarian Customer may also do so.

Otherwise, the Customer may request to have the goods delivered abroad at his own expense. This right does not apply to Hungarian Customers.

BIONIKA shall fulfil the order after payment of the delivery fee, if the Customer does not pay the delivery fee to BIONIKA or does not arrange his own delivery by the date agreed in advance, BIONIKA shall terminate the contract and refund the purchase price paid in advance to the Customer.

1. **Consumer’s right of withdrawal**

The Consumer has the right of withdrawal. Such right may be exercised within 14 calendar days calculated from the day on which the product is taken over. The Consumer is obliged to return the product to BIONIKA within 14 days calculated from the exercise of the right of withdrawal. In case of a written withdrawal, it is sufficient to send the declaration of withdrawal to BIONIKA within 14 days. The Consumer may withdraw from the purchase without financial consequences if the product can be returned in its original condition. The Consumer is obliged to reimburse BIONIKA for all damages of the product. BIONIKA is obliged to return the price of the product and the expenses related to the order within 14 days, in this case the Consumer is obliged to bear the expense of returning the product. In addition to the cost of returning the product, the Consumer does not bear any other costs associated with the withdrawal.

The withdrawal can take place:

* by phone: [+ 36 70 362 9235](tel:+36703629235)
* in person at: 3516 Miskolc, Tégla utca 29.
* by letter: 3516 Miskolc, Tégla utca 29.
* by e-mail: [trade@bionika.hu](mailto:trade@bionika.hu)

The withdrawal statement is available by clicking here: https://shop.en.bionika.hu/pages/withdrawal-statement

1. **Warranty**

In which cases may you exercise your warranty rights?

**In the event of a defective performance of BIONIKA** the obligee may enforce a warranty claim against the company in accordance with the provisions of the Civil Code.

What are your rights under your warranty claim?

The obligee – at their discretion – may enforce the following warranty claims:

You may claim a repair or a replacement unless the fulfillment of the chosen claim is impossible to meet or would result in disproportionate additional costs to the company compared to satisfying a different claim. If you did not claim or could not request a repair or a replacement, you may claim a proportionate reduction of the price, may repair the defect yourself or have it repaired by somebody else at the company’s expense, or finally also cancel the contract.

You may also switch from the chosen warranty right to another, but you will bear the costs caused by the switch unless it was justified or caused by the company.

What is the deadline for enforcing your warranty claim?

Following the detection of the defect, the obligee is obliged to communicate the defect without delay. The obligee’s claim of warranty lapses after one year from the time of performance. For contracts between consumers and companies, the consumer’s claim of warranty lapses after two years from the time of performance.

Whom may you enforce your warranty claim against?

You may enforce your warranty claim against the Company.

What other conditions are there for enforcing your warranty rights?

Within six months after performance, there is no other condition except for communicating the defect, if the obligee proves that the product or service was provided by BIONIKA. However, after six months from the date of performance, the obligee is obliged to prove that the defect they discovered had existed at the time of performance.

1. **Product warranty**

In which cases may you exercise your product warranty rights ?

**In the event of a defect in a movable asset (product)** sold by the company to a consumer, the consumer may enforce a product warranty claim.

What are your rights under your product warranty claim ?

As a product warranty claim, the consumer may only demand the repair or replacement of the defective product.

When is the product considered defective ?

The product is defective if it does not comply with the quality requirements applicable at the time of placing the product on the market, or if it fails to have properties indicated in the description provided by the manufacturer.

What is the deadline for enforcing your product warranty claim?

Following the detection of the defect, the consumer is obliged to communicate the defect to the manufacturer without delay. A defect communicated within two months following the detection of the defect shall be considered communicated without delay. The consumer shall be liable for the damage arising from the delayed communication.

The consumer may enforce his product warranty claim within two years after the manufacturer placed the product on the market. The expiry of this time causes the forfeiture of rights.

Against whom and under what conditions may you enforce your product warranty claim ?

The consumer may enforce his product warranty claim only against the manufacturer or distributor of the product. In case of enforcing a product warranty claim, the consumer must prove that the product is defective.

In what cases is the manufacturer (distributor) exempt from the product warranty obligation?

The manufacturer (distributor) is exempt from the product warranty obligation if he proves that

* he has not produced or distributed the product within his business activities
* the defect was not recognisable given the state of scientific or technical knowledge when the product was placed on the market
* the product’s defect was caused by the application of a law or a mandatory authority provision

It is sufficient for the manufacturer (distributor) to prove only one of these reasons to be exempt.

Please note that due to the same defect, you may not enforce warranty and product warranty claims at the same time. However, in the event of a successful enforcement of your product warranty claim, you may enforce your warranty claim against the manufacturer on the replaced product or repaired part.

1. **Regulations**

* Act CLV of 1997 on Consumer Protection
* Act V of 2013 on the Civil Code
* Government Decree No. 45/2014 (26.II.26.) on the detailed rules of contracts between consumers and businesses
* 19/2014 (IV.29.) NGM Decree on the procedural rules for handling warranty and guarantee claims for goods sold under a contract between a consumer and a business
* Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information
* REGULATION (EU) No 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation)
* Government Decree No 373/2021 (VI. 30.) on the detailed rules for contracts between consumers and businesses for the sale of goods and the supply of digital content and services
* REGULATION (EU) No 2017/745 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 April 2017 on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002, Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC

Miskolc, 21.03.2025