General Terms & Conditions FOR RESELLERS

Last modification: 27/04/2021.

This TOS contains the terms and conditions for resellers (B2B). If you are an individual customer, pls. click here!

Please carefully read these Terms & Conditions if you want to be a customer and active user of this webshop. Use our services only if you agree with every point and accept them as binding. This agreement shall not be filed, only considered to be agreed upon in electronic format. Order form received by us will be printed, assigned a serial number, and stored for reference.

In case you have any questions regarding the operations or ordering and shipping procedures of the webshop, do not hesitate to contact us for information!

A reseller is a trader who orders products not for his own consumption but for resale. B2B (Business to business): A business relationship between two or more businesses. This chapter is only for our reseller customers.

The agreement concerns the following topics:

2.1. Operating information, impressum
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2.1. Operating information, impressum

- Company name: ORIGAMI-BIKINI Kft.
- Registered office: Hungary, 6729 Szeged, Szabadkai road 89.
- Address: Hungary, 6729 Szeged, Szabadkai road 89.
- VAT: HU14542343
- Bank account:
  - **HUF:**
    - Owner: Origami-Bikini Kft.
    - Account number:: 12600016-11173118-74227832
  - **EUR**: TransferWise Europe SA:
    - OWNER: Origami-Bikini Kft.
    - IBAN: BE17 9670 0626 2021
    - SWIFT: TRWIBEB1XXX
- Registry number: 06-09-013264
- Data protection registry number: NAIH-83816/2015.
- Registered by: Szeged Court of Registration
- Contractual language: English
- E-mail address: webshop@origamibikini.hu
- Telephone: +3620/299-3103
- Contact: Akos Princz (speaking language: English, Hungarian)
- Delivery partner: MPL – Hungarian Post Office, Packeta.com (Csomagkuldo.hu) parcel points, GLS
- Personal pickup option: not available
- Online dispute resolution platform: http://ec.europa.eu/consumers/odr/

2.2. Hosting Information

Our website is hosted by:

- Company name: Magyar Hosting Kft.
- Registered office: 1132 Budapest, Victor Hugo utca 18-22.
- Online customer service: https://online.mhosting.hu
- Phone: +36 1 700 2323
- fax: +36 1 700 2254
- E-mail address: info@tarhely.com
- Tax ID: 23495919-2-41

2.3. Registration and log in to the reseller system

Use of the reseller order interface is subject to registration. The reseller (B2B) system allows only the reseller partners of Origami-Bikini Kft. To successfully register and place an order.

In all cases, registration is done by the operator in the form of contact with his reseller partners. If required, the operator creates the registration and then communicates the login details to the reseller, at the same time asking him to change his password.

After the succesful registration the customer can log in with the registered e-mail address and password in the LOGIN menu and can order. Our system will only set the prices and terms for resellers after a successful login.

The registered reseller can change their details - if anything has changed - before finalizing the order. New shipping address information can also be added. Our system will save the modified data and reload it on your next purchase.

Pay attention to the accuracy of the data and check them before sending the order, as we can contact you based on the data you have provided, and the product will be invoiced or delivered based on them!

Attention! An incorrect e-mail address or the infufficient storage space associated with your e-mail address may cause the order confirmation to be undeliverable!

2.4. Ordering information, prices

▶ **Services, functions:**

In addition to consumers, our web store also sells to resellers. The offers and promotions appearing in the webshop, some functions and services of the webshop are sometimes only available to consumers, while others are only available to resellers after reseller login. Due to the fact that our web store primarily sells to consumers and reseller features are not available to consumers, we will notify our reseller partners of any discrepancies after logging in. We ask our reseller partners to read the information carefully! If you have any questions, we are at your disposal at the contact details provided.

▶ **Product selection:**
Our webshop mostly sells Origami® brand seasonal products, designed by our company and manufactured in Hungary. Origami® is a registered trademark of Origami-Bikini Kft. with a deserved reputation as a leading Hungarian beachwear brand.

▶ **Prices:**
The prices on our reseller interface are Gross wholesale prices, which include 27% VAT. The gross wholesale prices are deducted with discounts in some cases. We reserve the right to change the price, however, we guarantee our customers the ordered product at the price given at the time of the order. An exception to this is if, despite all the care of the operator, an incorrect price is displayed in the web store. In this case, the operator is not obliged to sell the product at the wrong price. A manifestly erroneous price, e.g. significantly different from the well-known, generally accepted or estimated price of the product, or due to a possible system error, e.g. 0 HUF price. In this case, the operator can offer to buy at the right price, in the possibility of which the consumer can cancel his order.

By default, prices are in Hungarian Forints. As you specify the country of delivery when you place your order, in case of delivery outside the territory of Hungary, our webshop will change itself to euros as follows:

↪ If you are already a registered reseller and you provided a foreign address when registering, you will see the prices in euros after logging in.

In case of international delivery, you must always pay in euros.

We try to avoid and correct any errors on the site, but we cannot take responsibility for them. Prices do not include shipping costs. The shipping cost is borne by the reseller, unless it is stated separately on the product data sheet, or in a promotion, or free of charge for purchases above a certain value limit. There is no extra packaging fee!

▶ ORDER AMOUNT:
The recommended minimum order value through the wholesale system: Gross HUF 40,000 (133,3 EUR)

▶ Gift voucher, VIP loyalty program and the VIP affiliate program are only available to individual customers (consumers).

▶ Notice about package deliveries:
By submitting an order, the customer assumes an obligation to pay. Only submit orders in case you will be able to pay the price to the courier at the time of delivery! In case of failed deliveries and returned packages, we are only able to deliver again if the full price is paid in advance by bank transfer.

▶ Product order and stock:
If a product can be ordered or pre-ordered, the cart will be active and the selected product with the selected size can be placed into it. In case a product in a certain size is currently not available for purchase, it will not appear and thus cannot be placed in the shopping cart.

The images on the product pages are for illustration purposes only, the actual products may vary. We assume no responsibility for any unannounced changes in specifications due to factors beyond our control.

Partial completion of orders requires an advance agreement with the customer.
Prior to sending the Order, the Buyer must accept the General Terms and Conditions of ORIGAMI BIKINI Kft. by ticking the checkbox on the order.

We are only able to process fully completed order forms and only if they contain accurate data. (full name, exact email address, phone number, address). We are unable to fulfill orders placed with incomplete data, and we will not be liable for any damages that may result.

In all cases, our customer service will confirm the received orders and their handling by e-mail.

Our web store is waiting for your order 24 hours a day via the Internet. It is not possible to order by phone, but if you feel you are not doing well, our staff will be happy to help you by sending a message to your customer service email address during availability.

You can only forward a valid order to us by providing the requested details.

You can place an order in the reseller interface of our web store after registration. Before sending the Order, the buyer must accept the general terms and conditions of ORIGAMI-BIKINI Kft., which can be done by ticking the box on the order.

You will receive an e-mail confirmation of registration and ordering, which will contain all the information related to registration, ordering, delivery and payment. If you still do not receive our confirmation email within 48 hours, you will be released from the offer.

By sending the order (“order approval”) and confirming it by our webshop, a contract is concluded between the operator of the webshop and the sender of the order - as the Buyer.
In our webshop, the contract is concluded in Hungarian. It does not refer to a code of conduct.
The order form sent will be numbered and retrieved.

Order process:

▶ In our webshop, the search function makes it easier to roam, with which you can search for a word or even a word fragment in the description and name of our products.
▶ Place the product you want to buy in the cart, specifying the size and quantity.
▶ If you don't want to purchase another product, check the number of products you want to purchase. You can delete the contents of the cart by clicking on the "delete" button. If you change the quantity you want to buy, the cart will be updated automatically after changing the quantity. If you still want to roam, feel free to do so, the bikinis and accessories you choose will stay in your cart.
▶ Select delivery / payment method.
▶ Enter delivery / billing information.
▶ Accept the order conditions by checking the box after learning about its contents.
▶ After entering the data, you can send your order by clicking on the "Order" button, but before that you can double-check the entered data or send a comment with your order. (Eg: in terms of size or delivery) If necessary, you can change the information provided on this page, or you can go back to change the contents of the cart.
▶ After sending the order, you can change the order details by contacting our Customer Service.
▶ After sending the order, you will receive a confirmation of receipt of the order in our system to the e-mail address provided. If you do not receive our confirmation email within 48 hours, you will be released from the obligation to bid.

Please pay special attention to the exact provision of contact information! If the e-mail address is entered incorrectly, we will not be able to deliver confirmation of receipt of the order. If you can't find the confirmation in your inbox, also check your SPAM folders. We cannot contact you if the phone number you entered is incorrect. Due to inaccurate or incomplete contact information, it may be impossible to fulfill the order.

2.5. Order processing

Processing of orders on working days, Monday to Friday from 8:00 to 12:00 (orders placed on Saturday, Sunday, public holidays will only be processed the following working day, and orders placed after 12:00 will be processed the next working day).

It is also possible to place the order outside the dates indicated as the processing of the order, if it takes place after the working hours, it will be processed on the next working day.

Our system will always confirm your order by e-mail. General delivery deadline: within 1-3 working days from the confirmation or, in the case of a credit card and advance payment method, from the successful payment. However, we try to ensure that if your order is received by us by 12:00 on working days, you can pick it up the next working day! Our system may help you displaying the expected delivery time on the product data sheet and during the ordering process.

The images shown on the product data sheets may differ from the actual ones, in some cases as illustrations. Our company is not responsible for any changes in the technical specifications without prior notice to the supplier or for reasons beyond its control.

Partial performance can only take place after consultation with the customer.

If you haven't received a confirmation to the e-mail address provided after sending the order, we recommend that you check the SPAM (spam) folder in your e-mail system. Another reason for the undeliverability of e-mails may be that the e-mail address was entered incorrectly. If you have not received the confirmation, please contact us at the contact details provided.

2.6. Payment information

▶ **Payment:**

➡ **DISCOUNTS**:

- Order over HUF 300,000: 5%
- Order over HUF 600,000: additional 5%

1. PAYMENT FOR DELIVERY TO HUNGARY

↪ **Credit card payment:** after successful payment we start the package,
↪ **Transfer in advance:** our system will send the transfer request by e-mail when the order is finalized, on the basis of which you can transfer the amount. We will wait for the amount to arrive in our account and then launch the package.
↪ **Cash on delivery:** We start the package immediately. You can also pay by credit card and cash upon receipt.
↪ **30-day transfer** (5% handling fee will be charged)**:** We will start the package immediately, our reseller can pay with a 30-day payment delay, by bank transfer.

The final amount to be paid includes all costs based on the order summary and confirmation letter. Our system sends the e-invoice to our Customer by e-mail.

2. PAYMENT FOR FOREIGN SHIPPING

↪ **Credit card payment:** after successful payment we start the package.
↪ **Transfer in advance:** our system will send the transfer request by e-mail when the order is finalized, based on which you can transfer the amount. We will wait for the amount to arrive in our account and then launch the package.

3. CREDIT CARD PAYMENT INFORMATION



Our webshop accepts payment by credit and debit cards through a service provided by OTP Bank Nyrt. using a secure, SSL protocol-based transfer system. When paying by card, you will be redirected to a payment page maintained by OTP Bank and make the payment directly

in an environment operated by the bank that conforms to all international data security laws and regulations, not on the website of our shop.
Throughout the process, the operators of www.origamiwebshop.hu webshop have no access to any information about the cards used for payment, such as card numbers or expiration dates.

To pay by card you will need the following information:
• Card number (A 13-19 digit number printed or embossed on the front of the card.)
• Expiration date (A number in mm/yy format, printed or embossed on the front of the card.)
• Security code (The last three digits of the number found in the signature area on the back of the card {CVV2 or CVC2}. In case your card does not contain such a number, it will be found on the payment screen and the relevant field will need to be left empty!)

Our webshop accepts the following card types:

• MasterCard (embossed)
• Visa (embossed)
• American Express (embossed)
• Electron (non-embossed) With these cards, the issuing bank decides whether the card can be used for payment over the internet. In case bank has authorized internet purchases for the Electron card in question, we accept it as a form of payment. For more detailed information, please contact the bank that issued the card!
• Maestro The internet payment interface of OTP Bank can accept Maestro cards issued by any bank. However, this requires the issuing bank to also support the use of its Maestro cards for e-commerce transaction purposes.
Please consult your bank!

To increase security in e-commerce card transactions, OTP Bank has introduced the Verified by Visa/MasterCard Secure Code (VbV/MSC) service. This allows the issuing bank to provide the card holder with some kind of additional identification method that will be checked during the transaction and allow the person holding the card to be definitively identified.
In case the VbV/MSC service is not available at the bank issuing the card, or its use was not requested by the card holder, the default payment process is used. You will be redirected from out www.origamiwebshop.hu site to the OTP Bank payment page, where you can enter your card information (card number, expiration date, security code) and the value of the purchased products/services will be deduced.
In case your bank does offer the VbV/MSC service and you are taking advantage of it, an alternate payment process is used. Your card information (card number, expiration date, security code) are still entered on the OTP Bank interface as usual. However, after this you will be redirected to the relevant page of the bank that issued the card and prompted to perform the identification procedure. In case of successful identification, the transaction continues, you will receive a message confirming its completion and will be redirected to the webshop. In case the identification fails, the transaction is aborted.
In case of a successful transaction, our webshop creates an e-invoice that will be sent to you in e-mail.
www.otpbank.hu 06 1/20/30/70 366 6666 | 06 40 366 666

2.7. Shipping information

Shipping charges are gross prices, always including VAT. There is no possibility of personal collection.

a) SHIPPING TO HUNGARY:

➡ SHIPPING CHARGES:

 In case of home delivery: **FREE for orders over 40,000 HUF (133,3 EUR)**, below: 1490 HUF.

Shipping costs may be changed periodically for certain promotions or may become free of charge, about which the announcement of the promotions provides accurate information.

↪ Domestic orders are fulfilled by the following suppliers:

▶ GLS, with home delivery.

The packages will be delivered to your home between 8 am and 5 pm. If you are not present at the address provided during this period, it is advisable to provide a work or home address (if possible) as the delivery address.

General delivery deadline: within 1-3 working days from the confirmation or, in the case of a credit card and advance payment method, from the successful payment. **However, we try to ensure that if your order is received by us by 12:00 on working days, you can pick it up the next working day!** Our system can help you display the expected delivery time on the product data sheet and during the ordering process.

In case of home delivery, the courier service will try to deliver twice, sending an SMS notification before delivery. If you are unable to pick up the package at the specified time, please contact the courier! **The delivery cost of the packages not received will be charged to the customer!**

When delivering the package, be sure to inspect it in front of the courier, and in case of damaged packaging or product, incomplete package contents, ask the courier to record! In this case, do not accept the package, because unfortunately we cannot accept a subsequent complaint without a report!

The delivery date of the product in case of stock shortage depends on the delivery deadline that our production department can undertake for the given product.

b) FOREIGN SHIPPING FEE:

FREE for orders over EUR 133.3 gross, below: EUR 10.

↪ Foreign orders are fulfilled by the following suppliers:

• Home delivery: GLS,

You can request delivery to the following countries:

↪ Slovakia
↪ Romania
↪ Czech Republic

↪ Austria
↪ Croatia
↪ Slovenia

Packages are delivered on working days. If you are not at the address provided during this period, it is advisable to provide a work or home address (if possible) as the delivery address.

In case of home delivery, the courier service will try to deliver twice, sending an SMS notification before delivery. If you are unable to pick up the package at the specified time, please contact the courier! **The shipping cost of the packages not received will be charged to the customer!**

When delivering the package, be sure to inspect it before the courier, and in case of damaged packaging or product, incomplete package contents, ask the courier to record! In this case, do not accept the package, because unfortunately we cannot accept a subsequent complaint without a report!

The delivery date of the product in case of stock shortage depends on the delivery deadline that our production department can undertake for the given product.

2.8. Rights of withdrawal

In our reseller system, the right of withdrawal does not apply to our reseller partners who would buy the products for commercial purposes as a company or sole proprietor.

2.9. Categories of purchasable products

Product name and function:

- swimwear – underwear
- lingerie - underwear
- beachwear – outerwear
- merchandise – merchandise products
- face masks - hygiene product, protective equipment

2.10. Other provisions, information

The operator of the online store is not liable for any technical or system errors that have occurred, and for their consequences, loss of data, damages resulting from the suspension, termination or modification of the user account, except for liability that cannot be excluded by law. Furthermore, it is not responsible for the negligent management of your Account and, as a result, for unauthorized access to your account.

In matters not regulated in these general terms and conditions, the Civil Code, 45/2014. (II. 26.) and the CVIII of 2001 on certain issues of electronic commerce services and services related to the information society law its provisions shall apply.

By registering your order in the webshop, you accept the general terms and conditions and privacy policy of ORIGAMI-BIKINI Kft.

Purchasing in the webshop of ORIGAMI-BIKINI Kft. is governed by the rules of Hungarian law, which, by accepting the General Terms and Conditions, is binding on you.

2.11. Privacy and confidentiality

a) The Parties intend to disclose and exchange confidential information in the course of their negotiations and cooperation, so that they may disclose Business Secrets to each other. The parties hereby agree that the Business Secret communicated to them will be used only within the framework specified in this Agreement between them and that the Business Secret will be kept confidential. The Parties acknowledge and agree that the release of the other Party to a Business Secret does not transfer to the receiving Party any license, permit, interest or right in the Business Secret. The Parties declare that they have taken note of the maintenance of business secrets concerning the content, terms and conditions of this contract, the commission, the Client's clients, the Client's finances, activities, software and all information of which the Parties become aware during the performance of the contract. They undertake not to disclose any information to third parties. This obligation shall continue to apply after the expiry of the contract. The Parties acknowledge that a breach of confidentiality constitutes a serious breach of contract and are therefore subject to civil and criminal liability.

(b) The Parties may disclose the Business Secret to their employees, legal representatives, accountants, consultants, or other agents to the extent that such persons need to know the above information for the purposes described in this Agreement.

c) The Principal shall indemnify the Principal, other third parties or bodies in full for any damage caused by an intentional breach of the rules on confidentiality.

2.12. Copyright

The website operator, ORIGAMI BIKINI Kft. permits the downloading and examination of the materials contained on this website for personal, non-commercial purposes, with the stipulation that all intellectual property rights concerning the original materials and any copies thereof be respected in full.
We notify our visitors that they are not permitted to modify, reproduce, publish, present in public, distribute or otherwise make public or make commercial use of the materials found on this site. According to these rules, the use of these materials on other websites or other computer networks in any way is prohibited.

The materials on this site are protected under copyright and trademark law and any unauthorized use is prohibited!

Illegal use of these materials, including unauthorized copying and reproduction, missing or inaccurate citation of sources, exploitation of graphic designs and patterns that resemble the copyrighted content closely enough to be confused with the original and any other violation of copyright entitles the copyright holder to demand 300 EUR in damages for EACH instance of such violations!