

GENERAL TERMS AND CONDITIONS

By using this Webshop you accept this general terms and conditions („**GTC**”) and the data processing information, which is also available on the website of the Webshop. Please read these GTC and the data processing information carefully, and if you do not accept any of the conditions determined by these documents, do not use the services provided on the Webshop and leave the website.

These GTC is concluded only in electronic form.

1 DEFINITIONS

Seller	means Swimwear Company Korlátolt Felelősségű Társaság (seat: 4031 Debrecen, Köntösgátsor 1-3. B building, groundfloor.; company registration No: 09-09-019448; tax No: 22784845-2-09; e-mail: info@seachili.com, phone: +36 70 6101356
Website	means the website of the Seller, that is a www.seachili.com internet site;
Webshop	means the interface on the Website, where the Seller offers its products and services;
User	means the natural or legal person, who uses the Webshop and its interface;
Client	means the User, who registers on the Webshop and then has an Own Account;
Buyer	means the Retailer, who acquires the Products offered by the Seller via the Webshop and its Own Account; for resale of the Product in its own name and for its own account and at its own risk without any essential modification;
Retailer	means the person who sells the Product to the final consumers in the course of his economic activity, whether it is a legal entity, sole trader or other business organisation, a unit established to directly serve consumers.
Own Account	means the account created by registration providing the name, e-mail and password, wherewith the Buyer may order;
Favourites	means the list of Products chosen by the Client, which the Client intends to receive notification on their availability and prices. This list of products and services is available in Favourites menu. The notifications on the Favourites are sent to the Client as commercial notifications;
Basket	means the Products chosen by the Client, Buyer, which it intends to buy;

Product	means the Product offered for sale by the Seller to the Client, Buyer on the Webshop;
Agreement	means the agreement between the Seller and Buyer according to this General Terms and Conditions regarding the Products displayed and offered for sale on the Webshop, which shall be considered as a distance agreement according to the provisions of <i>the Act V of 2013 on the Hungarian Civil Code</i> (“ Hungarian Civil Code ”);
Content	means any contents displayed on the Webshop (particularly but not exclusively any fact, data, information, picture, logo, video);
Order	means purchase offer as a legal statement by the Buyer on the Product offered in the Webshop addressed to the Seller and its acceptance by the Seller via e-mail confirmation;
Newsletter	the Seller sends notifications and information to the Client on the Products offered for sale in the Webshop and information relating to the Webshop to the e-mail address provided by the Client as a newsletter. The subscription on the newsletter is voluntarily and may be withdrawn at any time via the link indicated in the Newsletter or by a response e-mail;
Review	means the written opinion of the Buyer on a Product offered for sale;
Rating	means the rating of the Buyer on a Product offered for sale in a form of rating stars placed under the Product;
Comment	means the written opinion to a Rating or to another Comment;
Commercial Notification	means on one hand the notifications on Products placed into Favourites, on the other hand any information provided by the Seller to the Client, Buyer via e-mail, SMS or the Webshop.

2 THE OPERATION OF THE WEBSITE

The Website is operated by the Seller and it displays and offers for sale of the Seller’s own products. The agreement on the Products is concluded between the Seller and the Buyer.

3 THE PRODUCTS AND SERVICES AVAILABLE FOR ORDER IN THE WEBSHOP

The categories of Products offered for sale in the Web Store are typically the following:

- (i) swimming suits;
- (ii) accessories;

The Website may be used by the User to browse through the Products offered in the Web Store by product line, which are primarily displayed in the Web Store by image. By clicking on the pictures, the User can get more information about the price of the given Product, the satisfaction of the Clients who have purchased the Product before, the size of the Product, etc. If you require further information, please contact the Seller support telephone number for further information.

Seller endeavors to display each Product as accurately as possible on the Website, however, due to the technical characteristics and color resolution of the IT device used for viewing, there may be discrepancies between the Product's photo on the Website and the actual content of the Product. The Seller is not responsible for any defects in the images on the Website for the reason described above as these images are for illustration purposes only

4 TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT

Purchasing the Products is only possible after registration and creating an Own Account. By ordering the selected Product, the Buyer accepts the terms of use set forth in these GTC and acknowledges that there is a contract between him/her and the Seller, which is subject to these GTC and the Civil Code.

5 REGISTRATION

In case you would like to purchase, you shall provide the following data required for at or before your first purchase:

- (i) name;
- (ii) e-mail;
- (iii) phone;
- (iv) username;
- (v) password;
- (vi) data for the delivery and billing.

The finalization of the registration is subject to the acceptance of the terms and conditions of these GTC and the data processing information. The Seller confirms the registration via email and then you may enter to your Own Account by providing your username and password and may place orders. The Client shall handle its password confidentially. If during the identification process the Client's data is accessed by unauthorized third parties after correctly entering the Client's username and password, Seller assumes no liability for any resulting damages or disadvantages. The registration is identified by the email address, so you can only enter one email address once. Registration does not in itself impose any obligations on the Client.

6 PURCHASE OFFER, ORDER, PROCESSING OF ORDER

If you wish to order a Product, you can place the selected Product in the Shopping Basket by clicking on the "Add to Basket" button for that Product's image or in case of a specific need, you shall make a purchase offer or call the Seller for proposal via e-mail

to the Seller. The terms and conditions of these GTC shall also apply to the agreement concluded via e-mail. The Products placed in the contents of the Basket shall be at the Buyer's disposal for 15 (fifteen) minutes, after which the Basket shall be automatically updated (emptied) and the Buyer has to re-select the Product to be ordered. If, due to the expiry of the availability period, the Product in the Basket is no longer available for re-selection, the Seller shall have no liability in this respect.

Adding the Product (s) to Basket does not constitute a finalization of the purchase offer.

By using the Basket menu the contents of the Basket can be checked, edited, the quantity of the specified items can be checked, the individual items can be deleted at any time.

After the compilation of the Basket, the data required for the execution of the Order and billing shall be provided and the payment and delivery method shall be chosen. By clicking the "Order" button the purchase offer shall be considered final. By finalizing the purchase offer, the Buyer declares that it is aware of these GTC and the data processing information, acknowledges that its contents are binding, that the data provided by it for the Purchase Order are true and that it expressly agrees that the Seller shall use, transmit, manage, and, if necessary, contact the Buyer through any of the contact details provided by the Buyer for the fulfillment of the Purchase Order. By finalizing the purchase offer, the Buyer undertakes to settle the counter-value of the Order in the payment method specified by the Buyer, failing to do so the Seller may refuse to fulfill the Order.

Purchase Offers are processed on weekdays from 8:00 to 17:00. It is possible to make a purchase offer outside the times indicated in the processing of the purchase offer, however, in this case it will be processed on the next working day.

Seller reserves the right to use the services of a third party in connection with the fulfillment of the Purchase Order, with or without prior notice to the Buyer. This does not require the Buyer's consent, but Seller undertakes to fully comply with the terms of the agreement concluded with the Buyer.

Seller confirms finalized Order by email or rejects the Client's purchase offer by email. The agreement between the Seller and Buyer is concluded when the Buyer receives the confirmation on the acceptance of the Order via e-mail from the Seller, which also contains the notice on the handover of the Products ordered by the Client to the courier service.

The automatic system message sent to the Client by email after placing the Order is for informational purposes only and does not imply confirmation of the Order by the Seller.

In the case of online payments (online credit card payment or bank transfer), Seller is not responsible for any additional costs incurred by the Buyer depending on the payment method chosen by the Buyer or the Buyer's card issuer bank (in particular, but not limited to foreign currency exchange rate, other costs). The Buyer is responsible for the consequences of the chosen method of payment.

Seller is entitled to refuse the Client's purchase offer

- (i) in the absence of solvency guarantees;
- (ii) in case of defective or wrong Order;
- (iii) in case of a failure to pay the Advance Payment stipulated in Section 7.3 on time.
- (iv) in the event of an ongoing insolvency procedure against the Client
- (v) when there is a shortage of supplies.

In addition to the above, Seller has the right to refuse a Purchase Offer from a Client with whom it has been involved in a lawsuit or dispute based on its previously placed Purchase Order, or any Client that Seller finds ineligible for violating the terms and conditions for online purchases contained in these GTC, or a Client who, to the best of its knowledge, has previously engaged in fraudulent transactions.

Seller reserves the right to refuse Client's purchase offer without justification. Seller is also entitled to confirm less of the quantity of Products in the Order - depending on availability. Buyer shall be notified of this by e-mail. In such case, Seller shall refund to Buyer the purchase price of Products already paid by Buyer but not confirmed by Seller. Buyer shall be notified of this by e-mail.

Seller undertakes to repay the purchase price in the following ways:

- (i) If the Buyer has paid the Order by online credit card payment, the refund shall also be refunded to the credit card issuing financial institution at the Seller's request made to its online payment partner.
- (ii) If the Buyer has paid the Order by bank wire transfer, the purchase price shall be refunded by bank wire transfer to the bank account specified by the Buyer.

Bank transfer requires an international format (IBAN) bank account number and account holder name.

The Seller may withhold the reimbursement of the purchase price until the Product ordered is returned to the Seller. Buyer shall immediately (but not later than 14 days after the notification) take action to return the Product to the Seller upon notification of the cancellation.

If the Seller is unable to deliver the Product (s) ordered by the Buyer, it shall inform the Buyer thereof and refund the Purchase Order within 7 days if it has been paid and the buyer has stated and accepted the fact of termination. The parties may also agree to reschedule and / or modify the order fulfillment.

Seller – by simultaneously notifying the Buyer and without legal consequences – may refuse the Client's purchase offer in the following cases:

- (i) if the Buyer has selected an online payment method and the transaction is not authorized by the card issuing financial institution;
- (ii) if the Buyer has selected an online payment method and the online payment partner is unable to validate the transaction;

- (iii) if the information provided by the Buyer is not accurate, incomplete or does not allow confirmation and fulfillment of the Order.

7 THE PAYMENT METHOD OF THE ORDERED PRODUCT AND THE COSTS OF THE DELIVERY

7.1 The price of the Products

The price of the Products shall be displayed among the Product information in the Webshop and is in Euro, which contains 27% VAT (value-added tax).

The prices do not contain the costs of the delivery performed by the courier service. Additional packaging price shall not be charged.

Seller shall issue an invoice on the ordered and paid Products, in particular in electronic form. Seller shall send the issued invoice to the Buyer by e-mail.

7.2 The payment method of the ordered Product

Online payment

If the Buyer chooses the option of online payment, the Website redirects the Buyer to the online payment site, where the Buyer shall give the data of the bank card in favour of finalising the payment. Buyer can finalise the Order by clicking to the "Payment" button. After the performance of the payment, the payment site redirects the Buyer back to the Website. The Order shall close by redirecting the Buyer back to the Website and by the Seller's confirmation.

Name of the online payment site: Barion Payment Zrt.

Seat of the online payment site: H-1117, Budapest, Infopark sétány 1.

Phone number of the online payment site: +36 1 464 70 99

E-mail address of the online payment site: barion@barion.com

7.3 Advance Payment

The Seller is entitled to request an advance payment ("**Advance Payment**") from the Buyer based on the purchase orders he made, subject to the following, and the Buyer undertakes to pay the Advance Payment on time by making the purchase offer:

- (i) in case the order value is less than EUR 1,000.- an amount equal to 100% of the price of the Products you wish to order shall be paid simultaneously with making the purchase offer;
- (ii) in case of the order is between EUR 1,000.- and EUR 5,000.- an amount equal to 50% of the price of the Products you wish to order shall be paid simultaneously with making the purchase offer and the remaining 50% shall be paid at the time of the delivery;

- (iii) in case the order is over EUR 5,000.-
 - a. 30% of the price of the Products you wish to order shall be payed simultaneously with making the purchase offer;
 - b. 30% of the price of the Products you wish to order shall be payed at the time of the delivery to the Buyer;
 - c. 40% of the price of the Products you wish to order shall be payed within 30 days from the delivery.

7.4 The costs of the delivery

The Seller shall inform the Buyer in advance of the cost of delivery during the process of submitting a purchase offer and on the relevant surfaces of the Website.

8 TIME AND METHOD OF THE DELIVERY, THE TRANSFER OF OWNERSHIP

Seller undertakes to deliver the ordered Product – through its contracted partners, who perform the shipping – to the address in Hungary or in abroad, which the Buyer provided during the process of placing the Order.

Seller shall inform the Buyer in advance of the expected time of delivery of the Product, however, notices and communications regarding the delivery of the Products, in particular the expected time of delivery, are for information only and shall not become part of the contract Based on this, neither the Seller nor the Buyer shall be entitled to claim damages from the other party in the event of the failure of delivery or failure to meet any of the declarations and information made regarding the delivery.

The Seller shall ensure that the ordered Product is properly packaged and that the accompanying documents are sent.

The Seller undertakes to deliver to the following addresses in Hungary and abroad:

- (i) Germany
- (ii) Poland
- (iii) Austria
- (iv) Czech Republic
- (v) Romania
- (vi) Slovakia
- (vii) Italy
- (viii) Spain
- (ix) Belgium
- (x) Finland
- (xi) Denmark
- (xii) United Kingdom

- (xiii) Greece
- (xiv) France
- (xv) Netherlands
- (xvi) Croatia
- (xvii) Portugal
- (xviii) Slovenia
- (xix) Bulgaria
- (xx) Ireland
- (xxi) Liechtenstein
- (xxii) Luxembourg
- (xxiii) Sweden

The Order shall be delivered within 5 (five) business days as of the confirmation of the offer for the Order by courier service to the delivery address given by the Buyer in Hungary, between 8:00 am and 5:00 pm on working days and to the international delivery address within 15 (fifteen) business days as of confirmation, by courier service on weekdays between 8:00 am and 5:00 pm. The Buyer will receive a notice in e-mail at least on the day before the delivery, which contains information about the expected date, and the expected time of the delivery, but this notice is only informative, and it shall not become the part of the Contract. If the date of the delivery is not suitable for the Buyer, the Buyer is entitled to request once the amendment of the delivery date.

If the Buyer does not receive a package, the Buyer shall pay the costs of the shipping and the costs of the reshipment.

The ownership of the Product shall transfer to the Buyer upon the payment of the full purchase price.

9 SHIPPING INFORMATIONS

When shipping the Product the package always contains:

- (i) the ordered Product;
- (ii) the invoice related to the Product;
- (iii) the full documentation, which is required in the destination country;
- (iv) the informal – and marketing materials.

The quantitative and qualitative takeover of the Products shall take place by the Buyer at the time of the delivery, in the presence of the courier. In connection with this, the Buyer shall, at the same time as unpacking the package, make sure in the presence of the courier that the Product is not defected. If the Buyer realises at the time of the unpacking, that the Product is defected, or that has aesthetic or other failure, the Buyer shall refuse to hand over the Product or the Products and shall return the Product by the courier by filling out the necessary form.

The Seller does not accept the subsequent reclamation, related to which no minutes (handover protocol) exist.

The loss, partial loss, damage or destruction of the consignment shall be indicated on the delivery note immediately upon delivery. Failure to do so shall result in forfeiture. In the absence of a delivery document, the damage shall be reported to the post office within three (3) days from the date of delivery, by other documents pertaining to the postal item.

The Seller shall not be liable for any shipment.

10 INVOICING

The Seller shall issue a pro forma invoice for purchase orders where the Buyer has designated bank wire transfer as the payment method. In order to fulfill the Order, the Buyer shall pay the amount indicated on the pro forma invoice until the indicated deadline by the specified payment method. Failure to do so within the deadline specified on the down payment invoice it may result in the Seller refusing or deleting the Client's purchase offer. By reference to this, Buyer may not claim damages from Seller.

The price, the method of payment and the due date are indicated in each Order. The Seller shall issue an invoice to the Buyer for the Products ordered, and the Buyer is required to provide all information required to issue the invoice in accordance with the applicable laws.

The invoice always contains the purchase price of the Products, the payment method and the payment deadline of the Order. The Seller shall issue an invoice for the Products ordered and shipped in accordance with applicable laws. The Buyer is responsible to record every data – according to reality -, which are necessary to issue the invoice. In case of the non-performance of this obligation or the incomplete or defective recording of the data, the Seller shall not issue a new invoice.

The Seller does not store the Client's/Buyer's bank card data, those are not available for the Seller and will not be forwarded.

The Client shall be responsible for logging in to its Own Account, making it automated if necessary, and for specifying, providing, and possibly transmitting or making available to a third party the password required to logging in. All liability arising therefrom shall be borne by Client. The Purchase Offer made from the Own Account and any related client-side activity shall be the sole responsibility of the Own Account Holder, and Seller disclaims any liability in this regard.

11 RESALE OF THE PRODUCT

Pursuant to the Agreement and these GTC, the Buyer shall inform the Seller of the place of the sale and about the potential buyers. On the basis of the information provided by the Buyer, the Seller shall be entitled to refuse any further purchase offers reasoning or to limit the place of the sale and the potential buyers.

The Buyer is not entitled to offer the Products for resale.

12 WARRANTIES

In the event of a defect in the Product ordered, the Buyer may enforce a warranty claim against the Seller under 6:159-6:167 §§ of Civil Code.

For the matters not regulated in this section, the relevant sections of the Civil Code shall apply.

The Seller owes to the Buyer with warranty in the case of a defective performance of the Order.

According to the warranty the Buyer is entitled to:

- (i) ask repair or exchange (except for the cases specified in 6:159 § (2) a) of the Civil Code);
- (ii) ask the proportional reduction of the payment;
- (iii) repair the failure by its own or to make it repaired on the Seller's cost;
- (iv) withdraw from the contract, if the Seller fails to undertake the repair or the exchange, or is not able to fulfil this obligation, or if the Buyer lost interest in repairing or exchanging the Product by Seller

The Buyer is entitled to switch to another warranty cause instead of the earlier one, but the Buyer shall pay the cost of that, unless the Seller gave a reason to have another cause or it was otherwise justified.

The Buyer shall notify the Seller of the defect immediately upon discovery, and the defect communicated within two months shall be deemed to be communicated without delay.

The Buyer's right to claim warranty will expire within one year from the date of delivery.

13 LIABILITY

Seller shall not be liable for any damage resulting from the use of the Products (product damage, in Hungarian „termékkár”). Seller shall not be liable for any damage resulting from the delivery of the Products, following the handover of the Products to the courier service.

14 FORCE MAJEURE

Force majeure shall mean any event or circumstance which causes harm to one party in connection with the performance of the Contract and which is beyond the control and unforeseeable of the other party, and cannot be expected to avoid or prevent such event or circumstance.

Cases of force majeure include, but are not limited to, natural disasters (earthquake, fire, epidemic, drought, frost, flood, windstorm, lightning, etc.) and certain political-social events (such as war, revolution, insurrection, sabotage, import ban on one product).

Neither of the parties to the Contract shall be held liable for failure to comply with any contractual obligation arising from force majeure.

If force majeure is not ceased within 15 (fifteen) days of its occurrence, either party may terminate the Contract by notifying the other party at the same time without the other party being entitled to claim damages.

15 SPECIAL PROVISIONS FOR ONLINE SALES

Any User/Client may access the Website. Seller reserves the right to restrict Client's/Buyer's right to place an Order or have an access to it and/or choose or use a payment method if that Client's/Buyer's activities on the Website endangers the smooth operation of the Website and/or could cause damage to the Seller.

In such case, the Client/Buyer may contact the Client service of the Seller for information on the reasons for the restriction(s).

Client may contact the Seller, as the manufacturer and distributor of the Product, through the contact details displayed on page "Contact Us".

In the event that Seller determines that traffic from a particular internet network is above average, Seller reserves the right to introduce a "captcha" code for Users/Clients/Buyers visiting the Website to protect the content and all information on the Website.

The content displayed on the Website, in particular the information used to describe the Products, does not constitute a binding obligation on the Seller, they are for display purposes only and the images on the Website are for illustration purposes only.

Any Content sent to Client or Buyer by any means of communication (electronic, telephone, etc.) or acquired by Client/Buyer through access, visit and/or browsing shall not constitute Seller's contractual obligation or binding offer and/or - if there is such - the contractual obligation or binding offer of the employee/agent transmitting the Content with respect to that Content.

Seller may entrust a third party in providing services regarding the completion of the Order processing with prior and/or simultaneous notice of the Buyer. This is not subject to Client's consent. In such cases, however, the Seller is liable for meeting its obligations against the Buyer under the Contract.

16 INTELLECTUAL PROPERTY

The Content, as defined in these GTC, includes in particular, but not limited to logos, graphic elements, trademarks, images, videos, animations, multimedia texts and / or other content appearing on the Website. All of this is expressly owned by Seller and Seller reserves all rights related.

The User/Client/Buyer may download, copy or use the Content or any part thereof solely for personal use in accordance with the provisions of these GTC. Except for personal use, the User/Client/Buyer shall not - without the express written consent of the Seller - copy, distribute, communicate, transmit, modify and/or otherwise alter, use, or use the Content in any other context than the original one.

Any content to which the User/Client/Buyer has access to or obtains by any means is subject to these GTC.

If Seller grants access to the Client/Buyer to the Content or any part thereof in accordance with a separate agreement between them, regarding which Client/Buyer has a right to use the Content or which Client/Buyer has access to it under this contract, the right to use shall apply only to the content or contents specified in the contract, and shall be valid only for the period during which its or their availability is on the Website or for the period specified in the agreement, in line with the terms and conditions stated therein.

17 DATA PROCESSING, CONFIDENTIALITY

The provisions of the current Privacy Policy available on the Website shall govern the processing of your personal data.

Seller undertakes to keep any other fact, data, information, other than personal data in its possession confidential, not to divulge, disclose or make available to unauthorised persons.

By accepting these GTC, the Buyer undertakes to keep all data, facts and information in its possession in connection with the contract. In the event of a breach of this provision, the Seller may take all civil, criminal, and administrative action against the Buyer to enforce its claims.

18 NEWSLETTER, COOKIES

18.1 Newsletter

By registering on the Website, Client/Buyer agrees to receive information, promotional offers, news and promotional newsletters from the Seller to the email address provided when registering on the Website and receive notifications of the appearance of new Products. Subscription is voluntary and can be withdrawn at any time by following the link in the newsletter.

18.2 Cookies

Seller uses cookies (opt-in cookies) for optimal performance of the online order, whereby its servers may place a cookie (unique identifier file) on the computer of the users of the Website. The Client shall not be separately notified of this. Cookies are for the sole purpose of facilitating User's technical identification and operating the personalized services and are not used for any other purpose. Blocking the cookie acceptance by the User, as described in the User's browser guide, is not an obstacle to the use of the activity, however, certain features may be affected by the blocking of cookies on the Website.

19 FEEDBACKS, RATINGS, COMMENTS

In order to maximize Client satisfaction, the Seller will provide Clients with the opportunity to share their experiences with each Product, express their satisfaction, ask questions, or even rate the quality of that Product. On the one hand, it helps the Web Store Clients to use the Web Store services with the greatest satisfaction, and on the other hand, helps the Seller to determine which Products are most satisfying to the Clients and which Products are in the highest demand.

The abuse of right of the Feedbacks, Ratings, Comments is forbidden. Feedbacks, Ratings, Comments must not be aimed to adversely affect the reputation or business interests of the Seller or any third party. In the event of serious suspicion of the Client's abuse of this right, the Seller is entitled to initiate an investigation in this respect, and if the fact of abuse is proved, the Seller shall be entitled to disqualify the Client from using the Web Store services.

20 MISCELLANEOUS

Seller reserves the right to unilaterally change these GTC at any time without prior notice (especially if required by changes in the operating mode of the Web Store or changes in the legal environment) and notify the Users, Clients, and Buyers of such modification by posting to the Web Store or by email. In all cases, the effective GTC shall be applicable to the contract between the Buyer and the Seller.

Questions not regulated in these GTC shall be governed by the provisions of the Civil Code and the relevant Hungarian laws.

These GTC have been prepared in Hungarian and English languages. In case of any discrepancy, the Hungarian version shall prevail.

Made in Debrecen, Hungary on the 29th of August 2019