

Terms and conditions of use

1. Introduction

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you register with our website, or use any of our website services, we ask you to expressly agree to these terms and conditions.

1.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Credit

2.1 This document was created using a template .

3. Copyright notice

3.1 Copyright (c) 2021 Smartvetimplants

3.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

4. Licence to use website

4.1 You may:

(a) view pages from our website in a web browser;

(b) download pages from our website for caching in a web browser;

(c) print pages from our website;

(d) stream video files from our website

(e) subject to the other provisions of these terms and conditions.

4.2 Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

4.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.

4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

4.5 Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our website (including republication on another website);

- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

4.6 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. Acceptable use

5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. Registration and accounts

6.1 To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age.

6.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

7. User IDs and passwords

7.1 If you register for an account with our website, we will provide you with or you will be asked to choose a user ID and password.

7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your password confidential.

7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

8.1 We may:

- (a) suspend your account;
- (b) cancel your account; and/or
- (c) edit your account details, at any time in our sole discretion without notice or explanation.

8.2 You may cancel your account on our website using your account control panel on the website.

9. Limited warranties

9.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

9.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

9.3 To the maximum extent permitted by applicable law and subject to Section 10.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

10. Limitations and exclusions of liability

10.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

10.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 10.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

10.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

10.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

10.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

10.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

10.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

10.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

11. Breaches of these terms and conditions

11.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

11.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

12. Variation

12.1 We may revise these terms and conditions from time to time.

12.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

13. Assignment

13.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

14. Severability

14.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

14.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. Third party rights

15.1 These terms and conditions are for our benefit and your benefit, and these terms and conditions are not intended to benefit or be enforceable by any third party.

15.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

16. Entire agreement

16.1 Subject to Section 10.1, these terms and conditions, together with [our privacy and cookies policy], shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

17. Law and jurisdiction

17.1 These terms and conditions shall be governed by and construed in accordance with English law.

17.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

20. Statutory and regulatory disclosures

20.1 We are registered in Hungary; registered name: Nyíregyházi Állatkórház KFT. our registration number "cégjegyzék szám" is: 15-09076820

20.2 Our VAT number is *HU23049082*

21. Our address: Nyíregyházi út 6/A, Nyíregyháza 4551 Hungary

21.1 This website is owned and operated by Nyíregyházi Állatkórház KFT

21.2 We are registered in Hungary under registration number 15-09076820, and our registered office is here below:

21.3 Our principal place of business is at Nyíregyházi út 6/A, Nyíregyháza 4551 Hungary

21.4 You can contact us by writing to the business address given above, by using our website contact form, or by telephone on +36302508067.

22. Our Contract

22.1 These Terms and Conditions govern the supply of goods sold by Nyíregyházi Állatkórház KFT (smartvetimplants) to the customer. Our VAT number is HU23049082.

22.2 All orders placed by you and purchases of goods from us are on the basis of these Terms and Conditions and are subject to acceptance by delivery of the goods to you, at which point a legally binding contract is constituted between you and us.

22.3 The processing of your payment and acknowledgment of your order (including sending you an email confirming your order is being processed) does not constitute legal acceptance of your order.

23. Ordering

23.1 All orders placed by you and purchases of goods by you from us, are subject to acceptance by us (as described in clause (22.2)). We may choose not to accept your order or purchase for any reason and will not be liable to you or to anyone else in those circumstances.

23.2 Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions.

24. Price & Payment

24.1 Occasionally, an error may occur and goods may be either incorrectly priced or described in which case we will not be obliged to supply the goods at the incorrect price or in accordance with the incorrect description or at all. We reserve the right to correct any errors from time to time. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you and ask you whether you wish to continue with the order at the correct price or correct description. If we are unable to contact you or you do not wish to continue with the order at the correct price or correct description, we will cancel your order and refund the price you have paid.

Returns & Refunds

While we hope you'll be happy with the items you order from our website, we know you may sometimes need to return them. If you do, below is all the information you'll need to know.

Changed your mind?

That's no problem. We're happy to offer a full refund on most products at the discretion of Smartvetimplants, as long as it's within the relevant cancellation period. See below for more information:

You can return unused items to us within 14 days from delivery (you will need a copy of proof of purchase), but they may be subject to a 25% restocking fee.

Is your item faulty or of poor quality?

We do our best to make sure everything works perfectly, but if it doesn't, we're here to help.

You can return them to us at our registered address in Nyíregyháza (with proof of purchase) at a later date.

When you return goods to us

When you return the goods to us, please also let us have all the original packaging, tags, labels and any accessories. You will need to take reasonable care of item(s) whilst they are in your possession (reasonable care includes inspecting an item, but would not extend to your opening and/or using it). If you damage items whilst they are in your possession, there may be a deduction from your refund.

Receiving your refund

If you've returned the item(s) we'll arrange for a refund. You can choose either a refund or an exchange.

We'll refund your money in the same way you paid for your product.

If your item was purchased at an offer price, your refund will be based on that promotional price

Your statutory rights

Don't worry, nothing in this policy affects your statutory rights.

Payment

You can pay by Bank transfers.

Our bank account details:

Bank: UniCredit Bank Hungary Zrt

IBAN: HU22 10918001 00000087 08520020

SWIFT: BACXHUHB

Registration

To register an account with Smartvetimplants you must be over eighteen years of age.

You must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provided when registering by updating your personal details.

Delivery

Delivery will be made to the address specified by you on the completed order form.

We will deliver your order to the main entrance of the delivery address unless otherwise stated additionally at the time of ordering.

Delivery times will be agreed with you at the time of placing your order.

All goods must be signed for by an adult aged 18 years or over on delivery. If we attempt to deliver your order to the delivery address as arranged with you but there is nobody at the delivery address to accept your order, the driver will leave notification of attempted delivery and you will need to follow the procedure outlined on the notification to re-arrange delivery.

Please bear in mind that no delivery service is without its faults. We will always do our best to track wayward deliveries for you. Delivery estimated timescales are specified below. We make every effort to deliver goods within the estimated timescales, however delays are occasionally inevitable due to unforeseen factors. Nyíregyházi Állatkórház KFT shall be under no liability for any delay or failure to deliver the products within estimated timescales.

Products shipped within Hungary should be received within 2-3 working days and outside of Hungary, within 10 working days.

Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery by us.

On delivery, goods must be unpacked and checked thoroughly for damage before being signed for. If the carrier obtains a clear signature the responsibility of the goods are with the recipient and Nyíregyházi Állatkórház KFT will not enter into claims for damage.

Data Protection

Keeping personal information secure

Nyíregyházi Állatkórház KFT is committed to keeping customers' personal information secure to protect it from being inappropriately or accidentally accessed, used, shared or destroyed, and against it being lost. Nyíregyházi Állatkórház KFT will ensure that information is protected to a level which meets the requirements of Hungarian law and will not be shared/sold to third parties.