

# General Terms and Conditions

## Terms of Purchase

### GENERAL CONTRACT

#### CONDITIONS VALID:

2020.03. from the 15th day of the month

#### 1. Introductory provisions:

These General Terms and Conditions (hereinafter: GTC) can be downloaded pdf. format.

These Terms and Conditions of Neves Kor-Társ Kft. (hereinafter: Operator or Art Dealer), and a use electronic commercial services provided on the [www.vandorfeny.hu](http://www.vandorfeny.hu) website buyer Buyer (hereinafter: Buyer, or Customer, or User) rights and contains its obligations.

#### 2. Data and contact information of the website operator Name:

Neves Kor-Társ Kft. Headquarters: 1054 Budapest, Hold u. 15 III. floor 7.

Tax number: 14153211-2-41

Company registration number: 01-09-891310

Registration authority: Metropolitan Court Company Court.

E-mail address: [info@vandorfeny.hu](mailto:info@vandorfeny.hu)

Phone number: +36 1 267 52 62

Bank account number: MBH 10300002-10549384-49020018

Statistical number of the company: Contact: Managing Director Gábor László Sass

Customer service and gallery address: 1053 Budapest, Kossuth Lajos u.3.

Opening hours: Monday to Friday, 10 a.m. to 6 p.m

Language of the contract: Hungarian, but after individual settings, the contract is concluded in English and also possible in German.<sup>2</sup>

#### Storage provider name/headquarters/e-mail address/phone number:

**Name:** MikroVPS Kft

**Headquarters:** 7150 Bonyhád, Jókai u 3.

**E-mail:** [support@mikrovps.hu](mailto:support@mikrovps.hu)

**Phone:** +36307564514

#### 3. Concepts:

**3.1. Operator or Art dealer:** the natural or legal person who is an artist sells works, creations, artefacts.

**3.2. Buyer:** the consumer, buyer, who buys works of art, works of art, and works of art buy it.

**3.3. Service:** sale of works of art, organization of exhibitions.

**4. Order and confirmation process, conclusion of the contract**

4.1. By using the website of the [www.vandorfeny.hu](http://www.vandorfeny.hu) online store and making a purchase, the Customer is the Customer acknowledges and accepts the provisions contained in these GTC.

With data management related rules are contained in the Data Protection and Management Information, which can also be found here can be viewed.

4.2. No registration is required on the website.

4.3. The buyer first selects the art object he wants to buy on the website.

4.4. After selecting the artwork to be purchased, the Buyer has three options you have a choice.

- a.) buys the art object at the indicated price,

- b.) makes an offer (i.e. initiates a negotiation process) or

- c.) requests information on the photograph of the art object, its price, the name of the author and the work in addition to your address.

a.) If the Buyer selects the Buy button, the art object to be purchased is added to the basket costs

This is followed by entering billing data (surname, first name, e-mail address, mobile number, in the case of a company: company name, registered office, tax number).

After entering the billing address, you must select the method of delivery a

For the buyer (personal collection at the gallery or delivery).

b.) in the event of an offer, the Art Dealer will respond by e-mail to the Buyer and the parties the Buyer can purchase the work of art at a mutually negotiated price by a you can pick up the product in the Gallery in person or locally by bank card, or by cash payment or bank transfer completed in advance.<sup>3</sup>

c.) in the event of a request for information, the Art Dealer will send the additional information by e-mail to the Buyer.

4.5. 4.6. 4.7. 4.8. Payment by bank card can be made via OTP Simple Pay can be chosen and must be accepted at the same time for the ÁZT and for data management, information regarding data transmission to the Buyer.

This is followed by an overview of the Order, where the Buyer can check whether you want to buy the desired artefact and you can check its purchase price.

**The purchase price the Buyer can place his order by using the I place order button by pressing**

**or you have the option to return to the previous menu and data can correct it. By pressing the Submit order button,**

**the Buyer makes an offer with which payment obligation arises, and for which 72 hours from the order within,**

**the Art Dealer will send a confirmation. If this confirmation is the Buyer no later than 72 hours**

**after sending your order to the Buyer is received, the Buyer is released from the obligation of the offer or contract from obligation.**

4.9. 2001 on certain issues of services related to the information society.

year CVIII in accordance with the provisions of the law, the Parties agree that on the Website a contract created by placing an order is considered concluded in writing.

The Buyer is entitled to request a copy of the order from the Art Dealer electronically.

4.10. The parties agree that e-mail between the Art Dealer and the Buyer communication is considered written communication.

On the ordering website or e-mail confirmation of the contract between the

Art Dealer and the Buyer constitutes its content, and sending it by e-mail complies with Art.

45/2014. (II. 26.) Govt. of the "written confirmation" requirement according to § 18 of the Decree.

#### **5. Prices, delivery, costs:**

The prices indicated on the website are the total amount

of the given works of art plus tax, i.e. the gross prices of works of art.

In the case of an online purchase, the cost of delivery is borne by the Buyer, which is borne by the Art Dealer can undertake.

The deadline for transport in Europe is a maximum of 21 days

for the purchase price after being credited to your bank account, while to a country outside Europe maximum 30 days for delivery.

If the delivery takes place abroad, the possible customs duties and everything else are given In all cases,

the Buyer is responsible for duties and taxes imposed due to import into the country to pay.

#### **6. Rights and accessories warranty:**

The Art Dealer assumes responsibility for the freedom from lawsuits and claims of the work of art.

The Art Dealer guarantees the originality of all works of art sold by him originality is confirmed by the sales contract.

If in relation to the originality of the artefact should any doubts arise, the buyer must immediately raise an objection notify the Art Dealer in writing.

The Art Dealer does not guarantee the work of art.

The Art Dealer sells the product in its original condition, including all defects and deficiencies artwork in which it is at the time of sale.

In all cases, the Buyer is personal you can verify the condition of the art object

by visual inspection in the Art Dealer's Gallery and a visual inspection is expressly recommended.

If the work of art is damaged during transport, then immediately, but at the latest

Within 3 days of receiving the work of art, the Buyer must indicate in writing the Art dealer (by e-mail to [info@vandorfeny.hu](mailto:info@vandorfeny.hu)) and only in this case:

1. The Buyer returns or has the artwork returned within 1 month at the latest inside and have it restored

by the Műkröserdo restorer, and then send it out again artwork to the Buyer, 2. and if this is not possible,

including the return shipping cost The art dealer will refund the purchase price within 14 days of the return of the art object a For a buyer.

In all cases, the cost of packaging is borne by the Buyer and is with the return carrier negotiation is also the responsibility of the Buyer.

If the Buyer does not return the artwork 15 within a month, it shall be considered

that the Buyer did not wish to complain about the quality enforce and accepted the performance as contractual. § 6:163 of Act V of 2013 (Ptk.).

(2) between the consumer and the business provides a 2-year warranty for contracts. Liability for accessories applies to defective performance.

The Art Dealer is wrong fulfills if the product is not original at the time of fulfillment.

Does not perform incorrectly a Art dealer, if the Buyer was aware of the defect at the time of the conclusion of the contract,

or the defect a he had to know at the time of signing the contract.

#### **7. Disclaimer:**

The Customer may use the webshop solely at his own risk and accepts

that it is so The operator assumes no responsibility for property

or non-property damages arising during use for damage intentionally caused,

as well as human life, bodily integrity or health in addition to liability for tortious breach of contract.

The Operator is not responsible for any viruses or the access

and use of the website for other restrictive functions affecting the website with other websites,

for its incompatibility with services, software and hardware, none for delay or error.

The Operator is not liable if a deadline or these GTC task according to force majeure - especially natural disasters,

political events, licenses outside the Operator's authority, or official measures delay or refusal,

strike, utility, telecommunication, communication outage, interruption of services, etc. -

fails as a consequence, furthermore if performance is impossible due to force majeure.

The same provision shall also be applied in the event that force majeure events are caused by the Operator, as well as its subcontractors,

contributors, and fulfillment assistants are tied to the performance.

#### **8. Right of withdrawal**

8.1. 45/2014 on the detailed rules of contracts between the consumer

and the Art Dealer. (II. 26.) Govt. decree (which is available here: [http://net.jogtar.hu/jr/gen/hjegy\\_doc.cgi?docid=A1400045.KOR](http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=A1400045.KOR)),

the Buyer is entitled the right of unconditional withdrawal without obligation to provide reasons.

By accepting these General Terms and Conditions, the Buyer acknowledges that he has

the right of withdrawal with the Art Dealer you have to practice against. Within 14 calendar days after receiving the product,

the Buyer has the right to cancel the purchase.

Of course, the Buyer has the right to cancel the contract on the day of the conclusion of the contract

and the product you can also exercise it in the period between the date of receipt.

The declaration of withdrawal is sent by the Buyer e- you can send it to the Art Dealer by email or post.

Sample statement of written withdrawal No. 1 of these General Terms and Conditions annex, however, the use of the sample is not mandatory!

The Art Merchant e- immediately confirms the receipt of the customer's statement by email.

8.2 Legal effects of withdrawal If the Buyer legally withdraws from the contract, immediately, but at the latest, the Buyer within 14 days of receiving your statement, the Art Dealer will refund the

All compensation provided by the customer, including in connection with the performance incurred costs as well.

If the Buyer is specifically the least expensive standard shipping chooses

a different mode of transport, the company is not obliged to refund this resulting additional costs.

During the refund, the payment method used during the original transaction

The Art Dealer uses a payment method matching the method, unless the Buyer

uses a different payment method expressly consents to the use of this method;

from the application of this refund method as a result, the Buyer will not be charged any additional costs.

The Art Dealer will refund can keep it until the product has been returned or the Buyer has confirmed it,

that he sent it back: the earlier of the two dates must be taken into account.

8.3. The Buyer is obliged to deliver the product to the Art Dealer without undue delay,

but You must return it within 14 days from the date of notification of your cancellation at the latest to hand over.

The deadline is considered met if you send the product before the 14-day deadline.

8.4. The direct cost of returning the product is borne by the Buyer,

which is why it is cash on delivery the product cannot be returned to the Artisan.

The Buyer at the cost of the return no other costs are charged on top of that.

## **9. Copyright, trademark**

9.1. The content on [www.neveskortars.hu](http://www.neveskortars.hu) is the intellectual property of the Operator forms and neither online nor in printed form without its prior written permission can be used.

9.2. The images shown next to the products are illustrations.

The colors shown on the website are a due to individual computer settings, the colors shown in reality may differ.

All in this case, the product description contains the product's characteristics - and a visual inspection is recommended.

The The operator is not responsible for the difference between the colors displayed on the website and the real colors because of this, not even in the case of online shopping, if this difference is not significant.

Illustrations only can be saved or printed on the Buyer's hard drive for personal use,

however, their duplication, copying, inclusion in databases is commercial their placing on the market and LXXVI of 1999 on Copyright.

their other use according to the Act (Szt.) is prohibited without the written approval of the Operator.

In the event of a violation of the Operator's copyrights, the Operator shall notify Szt. according to may apply legal consequences to the violator,

such as the cessation of the violation and you can also demand compensation for your damage.

## **10. The Buyer's legal enforcement options:**

10.1. The Buyer is entitled to all legal relationships covered by these GTC report your complaint to the Operator in writing or orally.

Contact details of the Operator:

E-mail address: [info@vandorfeny.hu](mailto:info@vandorfeny.hu)

Phone number: +36 1 267 52 62

- Making a verbal complaint.

The Operator examines the verbal complaint immediately and a remedy as soon as possible.

If by handling the oral complaint it is If the customer is not satisfied,

the Operator prepares a written report, which is Forwards to the e-mail address specified by the Buyer.

After that, the complaint is considered a written complaint.

- Written complaint.

The Operator must respond to written complaints within thirty days to answer in writing within.

The company is obliged to justify its position rejecting the complaint, furthermore,

he is obliged to inform the consumer in writing that his complaint - its nature according to - which authority or the conciliation board can initiate the procedure.

It must be given the mailing address of the competent authority or the conciliation board at the company's registered office.

THE additional rules related to complaint handling are laid down in the Consumer Protection Act of 1997. annual CLV. contained in the law.

10.2. Other Remedies If there is a consumer dispute between the Buyer

and the Operator The following legal enforcement options are not settled during negotiations with the operator are open to the Buyer:

- If the Buyer notices a violation of his consumer rights, he is entitled

to file a complaint contact the competent consumer protection authority according to your place of residence.

The complaint after its evaluation, the authority decides on the conduct of the consumer protection procedure.

- If you wish to make a complaint about a product or service purchased online,

also through the online dispute

resolution platform created by the European Commission you can submit your complaint via the website <http://ec.europa.eu/consumers/odr/>.

- Conciliation board. With product quality, safety and product liability applying rules, as well as concluding and fulfilling the contract for the purpose of the out-of-court, peaceful settlement of a related consumer dispute,

the Buyer can initiate a procedure with the professional chamber that is competent according to the place of residence at the conciliation board. In the event of a consumer complaint, according to the company's registered office you can contact the competent conciliation body:

The Budapest Conciliation Board, which operates alongside the Budapest Chamber of Commerce and Industry: Address: 1016 Budapest, Krisztina krt. 99., Phone: +36 1 488 2131, Fax: +36 1 488 2186, E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

- Court proceedings. The buyer is entitled to his claim arising from the consumer dispute valid Hungarian legislation in the context of civil proceedings according to From a contractual relationship between the business and the consumer for a lawsuit initiated for the enforcement of a claim - law, the European Union is a binding law act or in the absence of a different provision of an international agreement - the defendant the court of your domestic residence has exclusive jurisdiction. There's no place for that jurisdiction clause, which excludes the consumer's right to contact the company claim arising from a contractual legal relationship against his own domestic residence, 8 in the absence of this, before the competent court according to the place of domestic residence validate it.

11.2. The contract is drawn up in Hungarian.

11.3. The contract is governed by Hungarian law.

11.4. The model information sheet on consumer withdrawal is found in

No. 1. included in the appendix. 11.5. The Operator is unilaterally entitled to use the services, content, to change, expand, reduce functions, new services, contents and to introduce functions.

It is about the availability of new services, functions and content on the website

The operator informs users on the website, among other things.

11.6. All users of the website are solely at their own risk and responsibility you can use it.

By visiting the website, Users accept it as binding for themselves the General Terms and Conditions and the Data Protection Regulation.

11.7. Users consent by accepting these Terms and Conditions

and the Privacy Policy in order for the Operator to provide their personal data provided and managed on the website to the General Terms and Conditions and handle it for the purpose, manner and extent in accordance with the Data Protection Regulations.

11.9. These GTC apply for an indefinite period, from the date of publication on the website valid until withdrawn.

Appendix 1

Withdrawal/Cancellation declaration form (fill in and return only in case of intention to withdraw/terminate the contract)

Addressee:

e-mail:

I/we, the undersigned, declare that I/we exercise withdrawal/termination my/our right to sell the following product/s or to provide the following services regarding the contract:

Date of conclusion of contract / date of acceptance:

Order unique identification number:

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s):

(only in the case of a statement made on paper)