

# General terms and conditions

General Terms and Conditions, Business Rules, and Legal Notice 2019.03.25.

The present Business Terms and Conditions are given by Heraba Csaba E.V. (hereinafter referred to as "Seller") defines the contract concluded with the purchasers (hereinafter referred to as "Buyers") of the goods (hereinafter referred to as the Goods) and the most important rules thereof 45/2014. (II. 26.) and other applicable Hungarian legislation. Issues not regulated in the Business Terms and Conditions relating to orders and sales contracts are governed by the provisions of the Civil Code and the Government Decrees and other applicable Hungarian legislation. The language of the contract is Hungarian, the contract concluded is a contract concluded with absent persons, which is not a written contract, the Seller does not register it. Your order is deemed to be a claim. The contract is concluded if the Seller confirms the receipt of the request positively within 48 hours after the claim is made. The contract is created by implicit conduct. Both the offer and the confirmation will be considered as received by the other party when it becomes available to it.

## 1. Seller Details

Company Name: Herbai Csaba E.V.

Headquarters: 1165 Bp Hunyadvár u. 97

Tax number: 69534982-1-42

EU Tax number: HU69534982

Registration number: 53324131

Contact phone number: 06-20-934-22-88

web: <http://designertextil.hu>

email: [designertextilshop@gmail.com](mailto:designertextilshop@gmail.com)

## 2. Order:

The Customer can order the product through the webshop operated at <http://designertextil.hu> after the product has been selected and added to the cart by finalizing the order. Ordering requires registration, billing and shipping information, or login via facebook / google, and the Customer accepts the Terms of Service. Click on the selected product to see a more detailed description of the product. You place the product you want to buy in a virtual basket by pressing the "Add to Cart" button. By clicking on the Cart icon you will find the products you have placed in the shopping cart and the total amount of the invoice and calculated shipping costs. Here you can check the correctness of their order, especially with regard to prices and quantities that can be modified as needed. Warning: The image that illustrates the goods may cause slight discrepancies depending on the shooting conditions. Our prices are the list prices valid at the time of order, which can be found in the webshop next to the products. The prices shown on the website are gross prices, which are equal to the net prices, contains 0% VAT. Prices do not include shipping costs. The shipping cost will be indicated in the cashier process before the order is finalized and can be found in the GTC. If there is a defect or defect in the products or prices in the webshop, we reserve the right to make a correction. In such a case, we will immediately inform the Buyer of the new data after recognizing or modifying the error. The Buyer can then confirm the order once more or it is possible for any party to withdraw from the contract. If you consider the amount of products in your cart and the total amount to be appropriate, click the "Order" button. You can also buy without registering, in this case enter your billing and shipping address, or log in to your facebook / google account. If you do not want the data stored in your facebook / google account to reach us, do not finalize your order through your account! If you have previously registered at our store, enter your email address and password. If you want to register as a new buyer, enter the details of your purchase that the system stores and only have to sign in for the next purchase. Orders are processed within 48 hours. During this time we check the orders placed, check the availability of the ordered goods. We will notify you of the result by e-mail with the expected delivery date. We reserve the right to refuse partially confirmed orders in whole or in part, if the performance fails for reasons beyond our control. Partial performance will only take place after consultation with the customer. We cannot accept order cancellation or order modification for cut materials. In case of prepayment of the purchase price of the product, it will be returned to the sender. Accurate data entry is the responsibility of the buyer, and the Seller is entitled to bear any damage and expense resulting from your incorrect data entry, inaccurate data provided. The Seller excludes his / her responsibility for performance based on inaccurate data entry.

## 3. Payment methods

### 3.1 Bank Transfer

The customer can pay the price of the ordered product and the shipping cost by bank transfer within 5 calendar days of the order to the account number of Csaba Herbai at OTP Bank: 11773164-00345569, IBAN HU81117731640034556900000000, BIC Swift OTPVHUHB

### 3.2 Online credit card payment

Online bank card payments are made through the Barion system. The credit card information does not reach the merchant. The service provider Barion Payment Zrt is an institution under the supervision of the National Bank of Hungary and the number of its authorization is H-EN-I-1064/2013. t. For more information on Barion, please visit <https://www.barion.com/hu/alarlok/arak-vasarlokat/> url. There is no extra cost for online credit card payments.

### 3.3 Cash on Delivery (only in Hungary)

Regardless of the value limit, in the case of delivery by cash on delivery (in case of delivery by domestic courier or in the case of domestic parcel delivery), a gross amount of HUF 280 is charged as a handling fee. In case of pick-up, only cash payment is possible at the courier or at the pick-up point.

We can process the order after receipt of the purchase price (except for cash on delivery). The purchase price indicated for each product's properties is the purchase price indicated on the relevant sub-pages of the website, which is gross = net purchase price (no VAT is applicable) and is in HUF or EUR. We invoice all orders through an online billing system that we send to the customer via email. In addition to the gross purchase price, the cost of transportation is also borne by the buyer. Seller is not responsible for the obviously incorrectly quoted price. Obviously incorrectly quoted price: • 0 price • Discounted but discounted price If the price is incorrect, the Seller will offer to buy the product at a real price or to cancel the product without consequences. Due to rapid changes in the stock, some items may not be in stock. The Seller shall not be liable for such errors, and shall notify the Buyer immediately after discovering the defect.

## 4. Shipping

Packages are delivered by Csomagküldő.hu Kft. to the delivery point or to the house. The list of receiving sites can be [found here](#). It is possible to post as certified mail via Hungarian Post, max up to 50 cm fabric. If the courier is unable to deliver the package to the buyer due to the absence of the buyer, the seller cannot be obliged to return the package free of charge. Losses resulting from unrecovered orders (double shipping fee, reduced sales of cut material, etc.) are always subject to damages. We will mail the ordered goods within 1 business day after payment of the purchase price.

Our parcels are delivered by Csomagküldő.hu (Packeta) throughout Europe, to more than 2265 pick up point, or to your home. For list of Pick-up points please click here: <https://www.csomagkuldo.hu/atvevohelyek>

Delivery Prices in EUR (no VAT is applicable):

#### Hungary:

Delivery time: 2-3 working days

	Delivery price	C.O.D.
<u>Pick up point</u>	1,6	0,9
Home delivery	4,2	0,9
Registered mail by Hungarian Post	2,3	

#### INTERNATIONAL:

Delivery time: 3-6 working days

Country	<u>Packeta</u> <u>pick up point</u>	Home delivery
Slovakia	3,1	4,4
Czech Republic	3,3	5,2
Romania	2,7	4,4
Poland	2,7	4,7
Austria	-	6,5
Germany	-	6,6
Bulgaria	-	6,9
Ukrajna	-	6,8
United Kingdom	-	14
Italy	-	10,1

For countries not in the list, shipping cost is calculated individually after contacting us via [designertextilshop@gmail.com](mailto:designertextilshop@gmail.com).

#### 5. Right of withdrawal

The consumer has the right of withdrawal, according to 45/2014. (II. 26.) Gov. Decree 20 of the Government. The consumer may exercise his right of withdrawal within 14 days from the date of receipt. It is a consumer who is a natural person acting for purposes outside his or her own occupation and economic activity. The consumer also exercises his right of withdrawal between the date of conclusion of the contract and the date of receipt of the goods. You may exercise the right of withdrawal of the consumer by returning the cancellation declaration to the Seller with the goods and downloading it from the website. The Seller shall be obliged to confirm the consumer's declaration of withdrawal after it has been received on an electronic medium. If the consumer cancels the contract according to the 45/2014. (II. 26.) Government Decree 22, the Seller shall reimburse the total amount paid by the consumer in return for payment, including the costs incurred in connection with the performance, including the delivery fee, within fourteen days of becoming aware of the cancellation. Please note that this provision does not apply to the extra costs caused by the choice of mode of transport other than the least expensive mode of carriage. The Seller shall refund the amount returned to the consumer in the same way as the payment method used by the consumer. Subject to the express consent of the consumer, the Seller may use other means of payment for the refund, but the consumer shall not be charged an additional fee. The Seller shall not be liable for any delay caused by the Customer's incorrect or incorrectly specified bank account number or postal address. The Seller may withhold the refund amount until the consumer returns the product. The consumer bears the cost of returning the product. The product must be returned to the Seller's address. The consumer is responsible for the depreciation of the goods.

**ATTENTION! In case of the sale of a product that is tied to the consumer or made at the consumer's request or at the express request of the consumer, the buyer is not entitled to rights of withdrawal. Products cut to size are goods made at the consumer's request, so our customers cannot exercise the rights of withdrawal in case of goods cut to size.**

#### 6. Licensed Products

Here you can find information on the use of our licensed products.

#### 7. Warranty

The customer has the right to complain if the product is defective, in this case immediately (at the latest within eight days of receipt) notify the store in writing (via e-mail or post) with his contact details. We will investigate your complaint within 15 business days. It is important that the complaint is processed before the product is processed. **Defective performance** is if the ordered material is torn, defective sample or color. We replace the defective product free of charge by post.

#### 8. Complaint

The Customer may make consumer complaints, including the announcement of cancellation, on the contact details provided in the Information menu. Other means of dealing with consumer complaints are the provisions of 49/2003. (VII. 30.) of the GKM Decree. If the complaint is rejected, the Seller shall inform the Buyer in writing of his / her complaint, which may initiate the proceedings of the authority or conciliation body. The Buyer is entitled to complain to the consumer protection authorities or to initiate a court procedure.

#### 9. Miscellaneous

We try to compile and share the data and information on our pages with the utmost care. However, we cannot exclude the possibility that false, misleading or incomplete information and information will be placed on our pages because of possible editing, partnering, or other information. As the information available on this page is for informational purposes, the Seller is not responsible for the full accuracy of the data, documents, information, images, graphics, graphs and graphics appearing on its pages and for the intended purpose of the user, so the entire risk associated therewith the user. Creating Data, Documents, Information, Images, Photographs,

Graphs, Graphs, Graphics, Art Works, and Leaves on Pages in Copyright 1999 LXXVI. are protected under the provisions of Act V of 2013 and Act V of 2013 on the Civil Code. Since the design and layout of our cards is the LXXVI. under the terms of this Act, may not be copied in whole or in part, except in the case of express permission of any user on this page. The Seller reserves the right to change these Terms of Business. The effective date of the change is the working day after the changed text is placed on the website. If any point in the GTC becomes invalid in the future, then the rest of the document remains valid regardless of the particular section. The Parties shall determine the jurisdiction of the Central District Court of Pest in any dispute relating to this GTC. Modification of GTC is possible.

**ANNEX**

**Cancellation / Termination Statement**

(Fill out and return only if the contract is canceled / canceled)

.....I, the undersigned, declare that I am exercising / exercising my right of withdrawal / termination in respect of the sale of the following product (s) or the provision of the following services: \*

Date of contract / date of receipt: \*

Consumer (s) name:

Address of consumer (s):

Signature of consumer (s):

(on paper only)

Date: