

General Terms and Conditions

PREAMBLE

<https://www.weigelkatlan.hu/> – effective as of: 2021.09.01

Welcome to the Weigel-katlan online store! Thank you for placing your trust in our family-run artisan business with your purchase.

The General Terms and Conditions (hereinafter: **GTC**) contain the rules and conditions of online shopping in accordance with the applicable laws of Hungary. They set out the rights and obligations of the operator of the webshop (hereinafter: **Operator**) and the adult individual or organization using the electronic commercial services provided through the website (hereinafter: **Customer**). The GTC define the conditions for concluding contracts, deadlines for performance, terms of delivery and payment, liability provisions, and the conditions for exercising the right of withdrawal.

Please read these GTC carefully if you wish to become a buyer or user of our webshop. Use our services only if you agree with all their provisions and consider them binding upon yourself. Please note that by submitting your order (which constitutes a contractual declaration), you undertake a payment obligation in favor of the Operator!

The Operator reserves the right to unilaterally amend these GTC and the Privacy Policy at any time – within the framework of the relevant legislation. Therefore, please always read the GTC before making a purchase. Any amendments take effect from the date of publication on the website and do not affect contracts already concluded (confirmed orders).

Downloading, electronically storing, processing, or reselling the content appearing on the webshop, or any part thereof, is prohibited without the Operator's prior written consent.

This document is not filed, is concluded exclusively in electronic form, does not qualify as a written contract, is drafted in Hungarian, cannot be retrieved later, and does not refer to any code of conduct.

The language of contracts falling under the scope of these GTC is Hungarian.

If you have any questions regarding these General Terms and Conditions, the use of the website, individual products, the purchasing process, or if you wish to discuss a specific request with us, please contact us at the provided contact details.

Imprint: Service Provider Data, Scope of the GTC

Name: Mónika Terézia Weigel, sole proprietor

Registered address: Hungary, 2745 Kőröstetőtlen, Dózsa György u. 51.

Tax number: 55323174-1-33

Registration number: 55555995

Issuing authority: National Tax and Customs Administration, Central Directorate

Contract language: Hungarian

E-mail: hello@weigelkatlan.hu

Phone: +36 70 213 0778

Bank account number: OTP Bank 11773195-05977390

IBAN: HU29117731950597739000000000

SWIFT: OTPVHUHB

Contact person: Mónika Weigel

Hosting provider: Unas.hu

At the above address, personal customer service is not available. Customers can contact customer support exclusively by e-mail or telephone. The Operator does not subject itself to the provisions of any code of conduct.

Important: Our webshop sells products **only to private individuals!**

Orders placed by companies/organizations/associations, etc. (including those providing a tax number for invoicing) will be cancelled, unless the buyer changes their status to that of a private individual.

3. RANGE OF PRODUCTS AND SERVICES OFFERED BY THE SERVICE PROVIDER

The detailed description, specifications, and price of the products available in the webshop can be found on the respective product page. The indicated prices are gross prices, but – unless otherwise stated – do not include shipping costs.

The product photos may serve as illustrations, and actual items may differ in certain details. The Service Provider is not liable for any such discrepancies.

4. ORDER PROCESS

1. The Customer can browse the webshop's selection and add the chosen product(s) to the cart.
2. The contents of the cart can be modified or deleted at any time before finalizing the order.
3. To place an order, the Customer must provide the required information (billing and shipping details, contact information).
4. The order is submitted by clicking the "Order" button.
5. The Customer will receive an automatic confirmation email about the order.

5. DELIVERY AND PAYMENT TERMS

The Service Provider delivers the ordered product(s) to the shipping address provided by the Customer. The delivery time depends on product availability and the chosen delivery method, about which the Customer will be informed during the ordering process.

The available payment methods in the webshop are as follows:

- advance bank transfer,
- credit card payment,
- cash on delivery.

Detailed conditions for each payment method are provided in a separate section of the webshop.

6. RIGHT OF WITHDRAWAL

According to Government Decree No. 45/2014. (II. 26.), Consumers are entitled to a 14-day right of withdrawal without providing reasons. The detailed conditions for exercising the right of withdrawal are set out in the annex entitled "Exercising the Right of Withdrawal."

The right of withdrawal cannot be exercised in the case of products manufactured upon the Customer's explicit request, according to their individual specifications, or for products that cannot be returned for health protection or hygiene reasons once opened.

Consumer Protection Procedure

Complaints may be submitted to consumer protection authorities. If the Consumer notices a violation of their consumer rights, they are entitled to file a complaint with the competent consumer protection authority according to their place of residence. After evaluating the complaint, the authority decides whether to initiate a consumer protection procedure. First-instance consumer

protection authority tasks are performed by the metropolitan and county government offices competent for the Consumer's place of residence. A list is available here: <http://www.kormanyhivatalok.hu/>

Court Proceedings

The Customer is entitled to enforce their claims arising from a consumer dispute before a court in civil proceedings in accordance with Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

Conciliation Body Procedure

If your consumer complaint is rejected, you are entitled to turn to the competent Conciliation Body based on your place of residence or stay, or to another Conciliation Body indicated in your request. The initiation of a conciliation procedure requires that the Consumer attempt to resolve the disputed matter directly with the business beforehand.

The Conciliation Body – unless the Consumer requests a personal hearing – shall hold the hearing in the form of an online hearing, using electronic tools that ensure simultaneous audio and video transmission.

The business has a duty to cooperate in the conciliation procedure, which includes sending its written response to the Conciliation Body within the specified deadline. Except for the application of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, the business must ensure the participation of a representative authorized to conclude a settlement at the hearing. The business's authorized representative must participate in the online hearing, and if the Consumer requests a personal hearing, the representative must at least attend online.

More information on Conciliation Bodies is available here: <https://www.bekeltetes.hu>

Conciliation Body Procedure for Non-Consumers

According to the Consumer Protection Act, for the purposes of the Conciliation Body procedure, the following entities are also considered consumers: civil organizations under separate laws, ecclesiastical legal entities, condominiums, and housing cooperatives acting outside their independent occupation or business activities, which purchase, order, receive, use goods, make use of services, or are the recipients of commercial communications or offers related to goods.

The Conciliation Body has the right to verify and examine the existence of consumer status. The rules described under the Conciliation Body procedure apply accordingly.

Procedure for Uncollected Parcels

If the Customer does not accept the Goods ordered and delivered, and does not notify the Seller of their intention to withdraw within the 14-day period provided by law, the Customer breaches the contract concluded with the Seller, which obliges them to accept the Goods and thereby acknowledge the Seller's performance. In such cases, the Seller will attempt redelivery of the Goods, if this can be agreed with the Customer, but may make the redelivery subject to the payment of an additional delivery fee.

If redelivery is unsuccessful, or cannot be arranged because the Customer refuses cooperation, the Seller is entitled to terminate the contract with immediate effect due to breach of contract, and to enforce the costs of the failed delivery and return delivery as a penalty against the Customer. The Parties accept the use of the Customer's email address provided at the time of ordering as the communication channel for contract termination, and agree that the termination is deemed communicated when the termination notice becomes accessible in the Customer's email inbox.

COPYRIGHT

According to Section 1 (1) of Act LXXVI of 1999 on Copyright (hereinafter: "Copyright Act"), the website qualifies as a copyrighted work, and thus all its parts are protected by copyright. Pursuant to Section 16 (1) of the Copyright Act, the use of texts, photos, graphics, software solutions, or computer programs on the website without authorization is prohibited, as is the use of any application that modifies the website or any part of it.

Even with the written consent of the rights holder, any material from the website or its database may only be reproduced with reference to the website as the source.

Rights holder: Weigel Mónika Terézia sole proprietor.

Partial Invalidity, Code of Conduct

If any provision of these General Terms and Conditions is legally incomplete or invalid, the remaining provisions of the contract remain in force, and the relevant legal regulations shall apply in place of the invalid or incomplete provision.

The Seller does not have a code of conduct as defined in the Act on the Prohibition of Unfair Commercial Practices against Consumers.

Information on Goods Containing Digital Elements and Technical Protection Measures

The availability of the servers providing the data displayed on the website exceeds 99.9% annually. The entire data content is regularly backed up, so the original content can be restored in case of a problem. The data displayed on the website are stored in MSSQL and MySQL databases. Sensitive data are stored with appropriate encryption strength, using hardware support integrated into the processor for encoding.

Information on the Essential Characteristics of the Products

With the exception of certain jewelry components and fittings, all products available on the website are unique, handmade items.

Information on the essential characteristics of the products available for purchase is provided in the descriptions for each product. The data on the product pages are for informational purposes only. Product photos are sometimes – and in the case of made-to-order products, always – illustrations.

When photographing transparent enamels, the incoming light greatly influences the colors visible in the photo, and depending on monitor settings, the photo may not perfectly represent the original color. The colors of the jewelry may slightly differ from what is seen on the display, for which the Seller assumes no liability.

When ordering, please note that our goldsmith-enamel products are handmade, and it is not possible to produce completely identical pieces. Enamel jewelry is fired in a kiln at 770–820 °C, using high-quality English and German enamels, not cold enamel! During enameling, color shades may vary, and they may look different on silver than on bronze, on smaller or larger surfaces, so the result may differ from the "expected." The final colors of our made-to-order products may therefore differ slightly.

Our unique, silver-set jewelry is produced in single copies, and we cannot fulfill reorders for an identical piece.

Settings of the same type may be custom-made in other sizes, with minor differences, or with different stones, which can be ordered via the CUSTOM ORDER FORM (prior contact is required for custom orders).

Right of Withdrawal

Under Hungarian law (45/2014. (II. 26.) Government Decree), customers have the right to withdraw from the purchase within 14 days of receiving the product, without giving any reason.

Important for handmade, custom jewelry:

- The right of withdrawal **does not apply to items made to order**, based on the customer's specific request (e.g. engraved, custom-sized, or personalized pieces).
- For non-custom items, the 14-day withdrawal right can be exercised as usual.

How to exercise the right of withdrawal:

1. Notify us of your withdrawal intention in writing (by e-mail).
2. Return the product in an undamaged condition, at your own expense, to the specified address.
3. Once the item has been received, the purchase price will be refunded within 14 days (excluding shipping costs).
4. Return shipping costs are always borne by the customer.

Withdrawal is not possible in the following cases:

- For jewelry made to order, based on custom or personalized requests.
- For items that cannot be returned for hygiene reasons (e.g. earrings, once tried on).

Terms and Conditions – Key Points

1. General Information

These Terms and Conditions apply to purchases made in our webshop, which offers unique, handmade jewelry. By placing an order, the customer accepts these terms.

2. Ordering Process

- Orders are placed exclusively through the webshop.
- After placing an order, customers receive an automatic confirmation by e-mail.
- The contract between the customer and the seller is established once the confirmation is received.

3. Prices and Payment

- All prices are listed in HUF and include VAT (if applicable).
- Shipping costs are shown separately during checkout.
- Payment can be made via the methods available in the webshop (e.g. bank card, bank transfer, or cash on delivery, if offered).

4. Shipping and Delivery

- Products are shipped to the address provided by the customer.
- Delivery times depend on stock and whether the jewelry is made to order.
- Shipping costs and expected delivery times are displayed during checkout.

5. Right of Withdrawal

According to Hungarian law (45/2014. (II. 26.) Government Decree), customers have the right to withdraw from the purchase within 14 days of receiving the product, without giving any reason.

This right **does not apply to custom or personalized jewelry** (e.g. engraved, custom-sized pieces).

- To exercise the right of withdrawal, customers must notify us in writing and return the product at their own expense, in undamaged condition.
- The purchase price will be refunded within 14 days after the returned item is received, excluding shipping costs.
- For hygiene reasons, earrings cannot be returned once worn or tried on.

6. Warranty and Guarantee

- We guarantee that all items are handmade with care, using quality materials.
- In case of defects, customers are entitled to repair, replacement, or a refund, in line with Hungarian consumer protection laws.

7. Data Protection

Personal data provided during the ordering process is handled confidentially and only used for fulfilling the order. For details, please see our Privacy Policy.

8. Applicable Law

All matters not regulated in these Terms are governed by Hungarian law.

Warranty and Liability for Defects

1. Liability for Defects

If the product you received is defective, you may exercise your rights under Hungarian Civil Code and Government Decree 373/2021. You are entitled to request repair or replacement, unless these would be impossible or cause disproportionate extra costs. If neither is possible, you may request a price reduction or – as a last resort – withdraw from the contract.

For used goods, defects must be assessed considering normal wear and tear; warranty applies only to faults beyond this.

2. Product Warranty

In case of defective goods, you may also enforce a *product warranty* directly against the manufacturer or distributor. In this case you can only request repair or replacement.

This right can be exercised within **2 years** of the product's release to the market. The manufacturer/distributor is exempt from liability if they prove:

- the product was not placed on the market in the course of business, or
- the defect was not detectable at that time, or
- the defect arises from legal or regulatory requirements.

3. Guarantee

Certain durable consumer goods are subject to a statutory guarantee under Government Decree 151/2003. The seller may also provide a voluntary guarantee.

Guarantee entitles the consumer to repair or replacement, or in some cases price reduction or contract withdrawal. The guarantee period depends on product value:

- HUF 10,000 – 100,000: **1 year**
- HUF 100,001 – 250,000: **2 years**

The period starts from delivery (or installation if done by the seller). Repairs should be completed within **15 days**. If the product cannot be repaired, it must be replaced or refunded.

Important: Warranty, product warranty and guarantee are different legal rights. The guarantee provides more favorable conditions for consumers but does not affect your statutory rights.