

# Mű-Terem Galéria Webshop

## General Terms and Conditions

The General Terms and Conditions (GTC) contain the general terms and conditions applicable to the Webshop of **Mű-Terem Képzőművészeti Galéria és Aukciósház Korlátolt Felelősségű Társaság**. By using the Website, placing an order or registering, you accept and consent to be bound by these General Terms and Conditions. The images and information displayed on the product data sheets are for illustrative purposes only.

### I. Details of the Seller under the sales contract

**Name: Mű-Terem Képzőművészeti Galéria és Aukciósház Korlátolt Felelősségű Társaság**

**Registered address: H-1055 Budapest, Sas u. 30.**

**Company registration number: 01-09-687505**

**Tax number: 12463734-2-41**

**Represented by: István Törő, Managing Director**

**Telephone number: 36-1-312-2071**

**Email: [info@viragjuditgaleria.hu](mailto:info@viragjuditgaleria.hu)**

**Website: [www.viragjuditgaleria.hu](http://www.viragjuditgaleria.hu)**

**Bank account number: 1030 0002 2011 6523 0000 3285**  
hereinafter “Company” or “Seller”.

### II. Scope, amendment, termination of the contract

#### II.1. Scope of the contract

The sales contract shall be concluded when the Customer places an order by clicking on the “**Confirm order**” button in the webshop (provided that the goods are actually in stock and in the Seller’s possession, and the Seller confirms this to the Buyer) and shall terminate upon payment in full of the purchase price and the transfer of possession of the goods [cumulative conditions].

#### II.2. Amendment of the GTC

The Company is entitled to amend these GTC unilaterally. At the latest on the date of entry into force of the amendment, the Company shall post on its website the fact of the amendment to the GTC, the content of the amendment and its availability.

### III. Purchase price

3.1. The Buyer shall pay the purchase price specified in the sales contract at the latest on delivery. The ownership shall remain with the Seller until the purchase price is paid in full.

After acceptance, the Buyer shall be liable for any damage to the goods, including force majeure.

#### **IV. Subject**

4.1. The transfer of the title to and of the possession of the goods, in accordance with Section 6:215 (1) of the Civil Code.

#### **V. The Buyer's obligations**

5.1. To use all reasonable efforts to facilitate the Seller's performance in accordance with the requirements of good faith and fair dealing, including in particular the provision of true and accurate data to ensure the success of the purchase.

5.2. The Buyer shall notify the Seller immediately of any changes in their contact details (exact address, telephone number, email address).

5.3. The Buyer shall collect the goods ordered by them from the Seller or its representative, from the courier service or from the employee of the postal service.

5.4. The Buyer shall pay the purchase price to the Seller on time.

#### **VI. Registration, purchase-related technical information and withdrawal**

VI.1. During registration, you must provide the following information to the Seller: Name, address (registered office), email address, password.

VI.2. When entering billing information, the following data must be provided: Billing name, address or registered office, tax number for companies.

The Seller will inform you by email of the success of the registration. You can cancel your registration on the website at any time. You, as the Buyer, shall be solely responsible for the secure storage and maintaining the confidentiality of user access data (in particular passwords).

VI.3. Order process

**How to purchase from Virág Judit Gallery's Webshop:**

Open the following link: <http://viragshop.devsquad.hu/>

To select the arbitrary artwork from our stock, press the "Add to cart" button. A message will appear on your screen, indicating that your item is in the cart. You can press the "Cart" button, which will take you to your items in your cart immediately. If you want to continue browsing, you can check what items are in your cart by pressing the cart item in the top right corner. From your cart you can

easily access the payment section, where you will have to add your details. After you added your information, choose payment by card.

After filling in the bank details, you can start the payment process. When you receive the confirmation from the bank, we will also receive an email about your successful payment.

Orders can only be placed in the webshop electronically. The Seller will also send information on orders to the Buyer using electronic means.

#### VI.4. Exercising the right of withdrawal

The Buyer may send their notice of withdrawal by post or electronically to the Seller using one of the contact details above. The Seller shall acknowledge receipt of the Buyer's notice of withdrawal by email within 3 working days of receipt. If the withdrawal is made in writing, the right of withdrawal shall be deemed to have been exercised within the time limit if the Buyer sends the Seller a notice to this effect within 14 calendar days. In the case of notification by post, the date of posting, in the case of notification by email, the date of sending the email, shall be considered by the Seller for calculating the time limit. The Buyer shall post that letter by registered mail so that the date of posting can be credibly proved. If the Buyer withdraws from the contract, the Buyer shall return the ordered goods to the address of the Seller's registered office indicated in the above section no later than 14 days after the notice of withdrawal is communicated, either in person or by post or courier. The deadline is deemed to be met if the Buyer sends (posts or hands over to the courier ordered by the Buyer) the product before the expiry of the 14-day deadline. The cost of returning the product to the Seller's address shall be borne by the Buyer. Upon receipt of the parcel by the Seller, the opening of the parcel and the inspection of the returned product will be recorded. The Seller shall not accept any parcel returned by cash on delivery. Apart from the cost of returning the product, the Buyer shall not be charged any other costs in connection with the withdrawal. If the Buyer withdraws from the contract, the Seller shall reimburse all consideration paid by the Buyer without undue delay, but no later than 14 days after receipt of the Buyer's notice of withdrawal, except for any additional costs incurred because the Buyer has chosen a mode of transport other than the cheapest usual mode of transport offered by the Seller. The Seller is entitled to withhold the refund until the product has been returned or the Buyer has provided credible proof that it has been returned; the Seller shall take into account the earlier of the two dates. When making the refund, the Seller shall use the same method of payment as the one used for the original transaction, unless the Buyer expressly agrees to another method of payment; no additional costs will be charged to the Buyer as a result of using this method of refund. The Buyer will only be liable for any diminished value of the goods resulting from the handling of goods beyond that necessary to establish their nature, characteristics and functioning.

#### **VII. Complaint handling**

7.1. If the Buyer wishes to make a comment/complaint about the Seller's activities, they may do so in writing, by post in a letter addressed to the Seller's current registered office, by email to info@viragjuditgaleira.hu or by telephone at 36-1-3122071.

7.2. In any case, the Seller shall investigate the complaint within a maximum of 30 days and shall draw up a report, a copy of which shall be sent to the Buyer by email or by post.

### **VIII. Disclaimer**

**8.1. The Seller excludes in advance any liability in connection with the performance of the contract, except for the liability for breach of contract pursuant to Section 6:152 of the Civil Code caused intentionally, as well as harming human life, physical integrity and health.**

### **IX. Guarantee and warranty**

9.1. The Seller shall only provide a guarantee in accordance with the provisions of Government Decree 151/2003 (IX. 22.) on compulsory guarantee on certain consumer goods designated for long-term use, only to entities that qualify as a Buyer, to the extent the goods sold are subject to the Government Decree.

### **X. Other provisions**

10.1. The Buyer agrees that the Seller may use a subcontractor for the performance of its tasks, in accordance with Section 6:129 (1) of the Civil Code.

10.2. The Seller shall be responsible for the subcontractor's activities as for its own activities.

10.3. The Seller shall not be responsible for the exact time of delivery, only for the timely dispatch of the goods. The date of dispatch shall be no later than 5 days after crediting funds to the bank account takes place.

10.4. The Seller undertakes to treat processed data confidentially, in accordance with the rules on trade secrets, and not to disclose to third parties any data or information that has come to its knowledge. In other respects, data processing shall be governed by the Seller's privacy policy published on its website.

10.5. The Buyer acknowledges that if the Buyer infringes any of the Seller's rights relating to personality, the Buyer shall be liable for such infringement. Such infringement includes, but is not limited to, the violation of the Seller's reputation, untrue or defamatory statements or rumours about the Seller's activities or conduct, and the misrepresentation of a true fact.

10.6. The Parties declare that they will initially attempt to settle any disputes arising from this contract amicably, through conciliation.

10.7. The Parties agree to the exclusive jurisdiction of the Budapest District Court for the II. and III. Districts to resolve any disputes.

10.8. In matters not regulated above, the provisions of the Civil Code and of Government Decree 45/2014 (II. 26.) Korm. on the detailed rules of contracts between consumers and businesses and finally the provisions of Act CVIII of 2001 on Electronic Commerce and on Information Society Services shall apply.

Budapest, 24 June, 2021