

General Terms and Conditions

1. Introduction

Current General Contract Terms (hereinafter referred to as GCT) contains conditions of use of services available on www.bettyfashion website (hereinafter: website) by the beneficiary (hereinafter: User). Technical information to use this website - which is not included in the GCT is provided by the information represented on the website itself. With usage of the website the Consumer shall acknowledge and agree with the present General Contract Terms.

2. Vendor

Name: Konyári és Füzesi Kft. (Trading Limited Liability Company)

Registered seat: 4264 Nyírábrány, Jókai u. 18.

Address: 4264 Nyírábrány, Jókai u. 18.

Tax number: 25161607-2-09

Financial institution maintaining the account: OTP Bank

Bank account number: 11738039-20844273

Email: info@bettyfashion.hu

Phone: +36 30-476-4238

3. Company profile carried out on website

We distribute women's fashion clothing items in our webshop. We offer only brand new, labelled items for sale. All items are delivered from the warehouse.

4. Conditions of use

4.1. Responsibility

User shall use the website at its own risk and accept that Vendor shall not take further responsibility for material or non-material damages during use, caused deliberately, as a result of gross negligence or offence furthermore the liability to breach of contract that harms life and physical health.

Vendor shall exclude all responsibility for the attitude of User and User shall be fully and exclusively responsible for its own attitude.

Vendor shall ensure that using the website will not violate any right of any third party including regulations direct on indirect way.

Vendor shall be entitled but not obliged to control the content (such as comments) made available by the User while using the website and considering the posted content Vendor shall be entitled but not obliged to find signs implying illegal activity or take responsibility for them.

4.2. Copyright

The website (text, images, graphical elements..etc..) is copyright protected, so copy, modify or distribute for commercial use is strictly prohibited.

5. Purchase on website

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Process of order

The website provides display of goods and online order form for Users. User can browse the website using menu items. Items can be found classified into categories. All discount items can be found in the category of Discount items. Start and expiry date of discount, or start date and the label Until stocks are exhausted are marked at each item, distinctively. Latest arrivals can be found under New arrivals.

Clicking on the name of a category, enlisted items are displayed. In case all items of a given category can not be displayed on the same site, User can turn pages using numbers below or above the items. Items are enlisted and detailed information is available by clicking on the name of the item. Here you can find all important parameters and prices of items required.

On the website items can be searched with giving a keyword. Similar to categories item hits

are displayed in lists according to search conditions.

Chosen items can be added to shopping basket using **Basket** button, nearby required quantity can be set as well. Basket content can be accessed by User under **Basket** menu. Item quantity of the **Basket** can be modified or items can be deleted here. The whole content of **Basket** can be emptied by using **Empty basket** button.

Clicking on the **Order** button buying process can be continued.

As a second step login, registration or buying without registration are allowed. In case of purchase with or without registration the following information must be provided by the User: Email address, name, phone, billing address, delivery address in case it differs from billing address.

For registration password is needed to be given as well. User shall be informed about successful registration via Email, or on the Website. Cancelling registration can be required from the Vendor via Email. In case of new purchase User shall register again. Vendor is responsible for privacy and data protection. User is responsible for updating his data and shall be obliged to declare to the Vendor if misuse of his data by a third party did happen. In case of forgotten password, new password can be required for the registered Email address.

In case User had already registered on the Website, submission of order shall be continued with providing his email address and password. As a next step the User shall choose payment and shipping option. User shall check all the information provided before, - required items and quantity, too - with the help of a summary page.

In case of input errors in data User shall correct the given information with the help of pencil thumbnail. In case all data are correct place of order can be finalised using **Send order** button which shall be confirmed via Email or on the Website. User shall enter the site under **Enter Consumer** or **Enter** menu irrespective of the order intention. Entering the site **Modify Data** menu shall be displayed where User shall modify his personal data, information about the order, and track the status of order.

5. 2 Offer validity, confirmation

User shall be informed about confirmation by the Vendor within 48 hours. If User shall not receive confirmation, User is relieved from offer validity and shall not be liable to receive the item. Confirmation email shall contain data provided by the purchase, order information, name and price of ordered items, chosen payment methods, serial number of order as well as comments of User.

5.3. Contract execution

Hungarian is the language used for concluding contract with the Vendor. Submitting an order is regarded as electronic contract which is governed by the detailed rules of the CVIII. Law 2001 for e-commerce services and other services related to information society. Contract is covered by Government Decree 45/2014 on the detailed rules of contracts concluded between consumers and businesses and Decree 2011/83/EU provision of the European Parliament and Council for consumer rights shall be taken into consideration. Contract shall be concluded with automatic confirmation.

5.4. Contract registration

Contract concluded on the website shall not be accepted as a written contract, Vendor shall not register it and it is not available posteriorly.

5.5. Invoice Vendor shall provide a paper invoice about the order when purchase is done. Invoice shall be delivered in the package by a courier service.

5.6. Payment options

5.6.1. Bank transfer

Bank transfer details:

Konyári és Füzesi Kft

IBAN: HU84117380392084427300000000

SWIFT or Bic code: OTPVHUB

In case of bank transfer Vendor shall wait 5 days for transfer. If transfer shall not be succeeded, order shall be cancelled and the ordered item shall be restored in the Webshop.

5.6.3. Cash

5.7. Pick up point, delivery

Here you can be informed about possibilities and shipment methods provided by the Website. For example: http://bettyfashion.hu/shop_contact.php

IMPORTANT!

In case of purchasing more items, clothes will be sent in the same package and only one delivery fee shall be charged.

After the purchase your parcel will be forwarded to the GLS Parcel Service. You will receive the tracking number of your parcel via email.

6. Right of withdrawal

6.1. Execute the right of withdrawal

This point is related only to natural person unrelated to their professional or business activity, who shall buy, order, receive, use products and who is the recipient of the marketing communication and product offer (hereinafter: Consumer).

Upon receiving item, or in case of ordering multiple items, receiving the last item Consumer or third party assigned by the Consumer other than carrier has the right of withdrawal within fourteen (14) days.

Consumer shall execute his right of withdrawal in time period between date of contract execution and date of receiving the item. Where the Consumer intends to execute his right of withdrawal the Consumer shall send (via post, Fax or email) his statement - using information provided in point 1 of the current GTC - to the Vendor. For this purpose Consumer shall use withdrawal form sample attached to confirmation email of order. Consumer shall execute his right of withdrawal by deadline if Consumer shall send his withdrawal form to the Vendor before the period of 14 days has expired.

Consumer shall testify that his right of withdrawal has been executed according to directions laid in point 5. In both cases Vendor shall confirm the arrival of withdrawal form via e-mail. In case of written withdrawal form it must be considered as validated by deadline if Consumer shall send his form within fourteen (14) days (or even on the 14.th day) to the Vendor. In case of mail, date of sending, in case of e-mail or fax the date of sending e-mail or fax shall be taken into consideration while calculating the deadline. Consumer shall send registered letter, this shall confirm the date of dispatch. Consumer shall send back the item to the address (laid in point 1) without undue delay, but not later than 14 days from the day on which Consumer communicated his/her decision to withdraw from the contract. Deadline shall be met if the Consumer sends back the item (via post or hand over to the courier) before the period of 14 days has expired. Consumer shall return the item to the Vendor's address at his/her own expense.

Vendor shall not receive the item sent via cash on delivery.

Besides the cost of return Consumer shall not be charged with other additional costs. Vendor is obliged to withhold the reimbursement until he has received the item back, or until the Consumer has supplied evidence of having sent back the items. Earlier date shall be taken into consideration. Vendor shall carry out the reimbursement using the same method of payment as the Consumer used for the initial transaction, unless the Consumer has expressly agreed otherwise and provided that no further fee incurs at the Consumer's side as a result of such reimbursement. If the item was used abnormally the trader may require compensation for the depreciation, damage or defect of the product.

6.2. Cases when right of withdrawal can not be executed by the Consumer

In case of contract for provision of services, after providing the whole service, if the performance began with the prior express consent of the Consumer and Consumer has acknowledged that he shall lose his right of cancellation after providing the whole service.

In case of item or service, which price or fee is dependent on possible fluctuations in the market even during the fourteen (14) day withdrawal period, which cannot be controlled by the Vendor.

In case of non-prefabricated item which was produced based on instruction or professed request of the Consumer or an item which was uniquely customized to the Consumer.

In case of item in sealed packaging which shall not be returned after opening due to their nature (for hygienic or health protection reason).

In case of item which by virtue of the nature shall inseparably mingle other items after receiving.

In case of alcoholic beverage, where the actual value of which is dependent on fluctuations in the market, which cannot be controlled by the Vendor, and which price has been agreed upon at the time of the conclusion of a sale contract but performing the contract shall happen only after the 30th day of the contract.

In case of management contract when Consumer shall be looked up for urgent repairing or maintenance work by the Vendor.

7. Warranty

7.1. Liability for defects

In case of defective performance User shall enforce his claim for liability for defects upon Act V. of 2013 setting out the Civil Code.

In case of consumer contract User who is the Consumer shall enforce his claims within a 2-year limitation period after the performance (acceptance of items) for product defects, which were already present at the time of handling.

After the 2-year limitation period, rights of Consumer related to liability for defects shall not be enforced.

In case of non-consumer contract Vendor shall enforce his liability claims within a 1-year limitation period after the performance (acceptance of items). In case of defective performance the following claims can be asserted against the Vendor:

User can require repair or replacement, as a general rule it is the User who chooses which option he/she wants, unless the chosen option is impossible (e.g. the product is sold out and not available any more) or involves disproportionate additional costs for the seller compared to other guarantee option.

If the User is entitled neither to repair nor replacement, or the Vendor has not completed the repair or replacement, then the User may choose an appropriate reduction of price or the Vendor can complete this obligation, or as a last resort User can have the contract rescinded.

The User shall be entitled to switch from the warranty right he/she has selected to another. The cost of switch-over shall be covered by the Vendor, unless it was made necessary by the Company's conduct or for other reasons.

User shall communicate the defect to the Vendor at the earliest opportunity. In case of consumer contract if the lack of conformity is communicated not later than 2 months after the reveal of the defect it shall be regarded as communicated in due time.

User can enforce his warranty claims directly to the company.

In case of a defect confirmed within the first 6 months after purchasing, it is the responsibility of the consumer to prove that the lack of conformity was already present at the time of purchase except if the defect is not reconcilable with the nature of items or with the nature of lack of conformity.

Vendor shall be relieved from the warranty liability if it has been proved that the defect has happened after handling to the User. Objection of the User shall not be admissible, if it has been proved that the cause of defect is the consequence of non intended use of item.

Six months after performance the burden of proof shall change and User shall be asked to prove that the defect was already present at the time of performance/purchase.

7.2. Product warranty

We talk about product warranty only in case of defect of goods.

In this case User who is the Consumer shall enforce his right laid in point 7.1.

As product warranty claim the User shall have the right to demand to have the product repaired or replaced.

The product shall be deemed defective if it does not meet the requirements related to conformity in effect at the time of placing on the market, or it does not meet the specifications provided by the manufacturer (product warranty).

User may enforce his/her product warranty claim within a period of two years effective from the date of placing the given product on the market by the manufacturer. This deadline shall apply with prejudice.

User may enforce his/her product warranty claim exclusively against the manufacturer and the distributor of the product.

In case of enforcing the product warranty claim the defect of the item shall be proven by the User.

The manufacturer (distributor) shall be relieved of warranty obligation exclusively if able to prove that:

- he manufactured or placed the product on the market in the course of operations other than in the course of its business activity or for purposes relating to his profession;**
- or the state of scientific and technical knowledge at the time when he put the product into circulation was not such as to enable the existence of a defect to be discovered;**
- or the defect in the product was caused by the application of a regulation or a regulatory provision prescribed by the authorities.**

The Vendor (distributor) shall prove only one reason to be relieved of warranty obligation.

For the same error at the same time the User shall be entitled to claim product warranty, or product guarantee.

The warranty obligation relating to a replacement product in the case of replacement, or to the part repaired shall be assumed by the manufacturer.

7.3. Guarantee

In addition to the guarantee based on EU legislation there is a specific piece of legislation (Government Decree No. 151/2003 IX.22) in Hungary regulating the mandatory warranty scheme that shall be provided to a specified circle of new durable consumer goods.

Material scope of the regulation shall refer only to items sold in frame of consumers contract concluded in Hungary and items listed in Annex of the regulation. Considering the durable goods listed in Annex the duration of guarantee is one year. It shall start from the day of the receipt or the day of commissioning worked out by the Vendor or his representative.

The Company will only be exempt from the guarantee if it proves that the product defect arose after its delivery to the User.

For the same error at the same time the User shall not be entitled to claim both warranty of fitness and guarantee or product warranty and guarantee simultaneously at the same time but on the other end User shall be deemed to have guarantee rights independent from rights laid in point 7.1 and 7.2 respectively.

7.4. Enforcing the warranty and guarantee claims

User shall enforce his guarantee claims using the following contact details:

Name: Konyári Bettina

Email: info@bettyfashion.hu

Phone: +3630-476-4238

8. Possibilities of enforcement

8.1. Consumer complaints

Consumer shall claim his/her warranty issues at the contact below:

Name: Konyári Bettina

Postal address: 4264 Nyírábrány, Jókai u. 18

Phone: +3630-4764238

E-mail: info@bettyfashion.hu

The Vendor shall find a solution to the Consumer's complaint straightway. If it is not possible to solve the oral complaint because of its nature, or if the offered solution for settling the complaint differs from the Consumer's claim, the reasons and the significant response of the Vendor shall be recorded in the minutes and shall be kept for 5 years.

A copy of the minutes shall be handed over to the Consumer. In case if it is not possible Vendor shall act upon regulations related to written complaints.

In case of oral complaints by telephone or using any other electric services Vendor shall send both a significant response and a copy of the minutes at the same time.

In any other cases Vendor shall act upon regulations related to written complaints.

Oral complaints by telephone or using any other electric services shall be identified with

unique number that makes later retrieval easy. Vendor shall response the written complaints within 30 days. This performance means the date of posting. In case of complaint rejection Vendor shall inform the Consumer about the reason of rejection.

8.2. Other possibilities of enforcement

In case the Vendor and the Consumer cannot come to a mutual agreement, following possibilities of enforcement are available:

- **Complaint at the Hungarian Authority for Consumer Protection**
- **Initiate a Conciliation Board procedure (availability of the competent board must be listed)**
- **Initiate a Court procedure, etc.**

9. Others

9.1. GTC, modification of prices

The Company shall be entitled to modify this present GTC, prices of the items and other given prices unilaterally at any time. Modifications shall take effect upon publishing the changes on the website, and shall apply to all transactions.

9.2. Technical limits

Vendor shall not take liability for any errors occurring during the online shopping on the website. All Users shall use the website for their own responsibility, and agree that they cannot hold the provider responsible for any technical errors that may occur.

9.3. Rules of data protection

Rules of data protection is available on the following website
[http://bettyfashion.hu/shop_help.php]

The General Terms and Conditions are in force as of November 3, 2014.