

# General Terms and Conditions

## Terms of Service

The present General Terms and Conditions contains the rights and obligations of the Client using the electronic trading services (referred to henceforth as the Client) of the AGNESKOVACS leather design Ltd. (company seat: Kék golyó utca 10, Budapest 1123, Hungary; tax number: 25283130-2-43; Court Register Number: 01-09-206066; registered by: the Metropolitan Court of Budapest; electronic address: [info@agneskovacsbags.com](mailto:info@agneskovacsbags.com), referred to henceforth as: the Provider). In the present General Terms and Conditions the Provider and the Client are collectively referred to henceforth as: the Parties.

### 1. GENERAL INFORMATION, CONCLUSION OF THE CONTRACT BETWEEN THE PARTIES

1.1. The present General Terms and Conditions apply to every electronic trading service provided within the territory of Hungary via the website [www.agneskovacsbags.com](http://www.agneskovacsbags.com) and its subpages (referred to henceforth as: the Website).

1.2. The Provider operates a webshop on the Website (referred to henceforth as: the Webshop) for selling the products manufactured and distributed by the Provider to the Clients. Shopping in the Webshop is possible by placing an electronic order according to the specifications of the present General Terms and Conditions.

1.3. Any private or legal person, or business entity without legal personality is entitled to use the services of the Webshop of the Provider, on the following conditions: – a) the user makes a valid and successful registration on the Website, b) the user binds himself/herself to acknowledge the present General Terms and Conditions and c) the user pays the selling price (which includes delivery price) of the product.

1.4. The significant characteristics and features of the products sold in the Webshop, and the instructions for their use are presented on the Website, in the description of the related product. The selling price of the product is the gross amount indicated under the chosen product. The selling price of the product contain the TNT Economy Express delivery costs. The Client has the opportunity choose other delivery services but those will not be covered by the Provider.

1.5. The Provider reserves the right to modify the product prices, on condition that new prices come into effect as they appear on the Website. The modification shall not affect the price of the already ordered products, thus the contract shall not be amended. Should an incorrect price appear on the Webshop interface despite the due care of the Provider, especially in case of the evidently incorrect prices, for example the prices significantly different from the common, generally accepted or estimated prices or prices of "0 USD" or "1 USD" displayed because of a system error, the Provider is not obliged to deliver the product at the incorrect price, but has the right to offer the delivery at the correct price, after which the Client can withdraw from the offer to buy.

1.6. The Provider ensures the delivery abroad, including the member states of the European Union, or any other countries via the mail-order service of the TNT Express Hungary Ltd. The cost of the Economy Express delivery is free of charge. Any other delivery services are not covered by the Provider. If an order contains several products, the Provider shall consider the order as one package.

1.7. Please be aware that products ordered from outside of the European Union can be liable to taxes, customs and import duties. The lower limit and the rate of charges vary according to the regulations of the destination country. All additional taxes and fees are the responsibility of the customer.

1.8. Items will ship from Budapest, Hungary, with an official invoice declaring the exact total of merchandise purchased in US dollars.

1.9. Orders will be shipped according to customer's specified address. We are not responsible for items delivered to incorrect shipping addresses. We are not responsible for any lost or stolen merchandise incurred upon shipping.

1.10. Upon unique orders, the Provider manufactures customized products. Please send us your unique requests by e-mail to the address [info@agneskovacsbags.com](mailto:info@agneskovacsbags.com).

### 2. REGISTRATION

2.1. The registration can be made in the Registration menu of the Website's main page, by filling in the relevant form.

2.2. The Provider shall manage the personal data provided by the Client during the registration according to the Act CXII of 2011 on information self-determination and freedom of information. For further information on the data management please check our Privacy policy.

2.3. The Provider calls the Client's attention to keep or store his/her user name and password in a place to which third parties do not have physical access, and never let these data known by third parties. The Provider is not responsible for any damage if the Client forgets the password or the password becomes available to unauthorized parties for any reason not imputable to the Provider.

### 3. THE ORDER

3.1. After the registration, the Client fills in every mandatory fields of the order form and checks the provided data, then, by clicking on the icon "Order the items in the shopping cart", and by confirming the click, the Client makes buying offer in response to the Provider's selling offer. If the Client misses to fill in a field, an error messages will be sent by the Provider. After acquitting the error message, the Client can modify or correct the data. The Client fills in correctly the mandatory fields, and then, after pushing the order button, the data can be double-checked. If there are any incorrect or inaccurate data, the fields can be modified. The Provider is not responsible for the delivery delay or for any other issues or errors coming from incorrect and/or inaccurate data provided by the Client.

3.2. After placing the order the Client's payment obligation comes into force. Payment methods: by credit card (Mastercard or Visa) or via PayPal transfer in advance. In case of wire transfer in advance, the Provider will transfer the package to the deliverer solely when the exact amount indicated in the order confirmation has been credited on the bank account of the Provider specified in the order confirmation. In case of wire transfer in advance, if the Client will not fulfil his/her commitment to pay in 30 days from the receipt of the confirmation e-mail, the Provider is entitled to cancel the contract unilaterally, by a written declaration sent to the Client. In that case the contract is terminated without fulfilment of the Parties.

3.3. The Provider accepts orders only from a registered Client, and only if the Client filled in all the fields necessary for the order.

3.5. By placing the order, the Client declares to accept and to be bound by the present General Terms and Conditions.

3.6. The Provider, after receipt of the buying offer (order) of the Client, is obliged to confirm the purchase to the Client by electronic communication (e-mail). The contract is concluded between the Parties by the receipt of the confirmation e-mail. The contract thus concluded – in English language – between the Parties is qualifies as a written contract, the Provider registers it and stores it for 3 months from the date of the conclusion at the seat of the Provider. During this period the contract is available for the Client too. The contract is a fixed-term contract, terminated by the contractual delivery. Should the Client not receive the confirmation e-mail within 48 hours after sending the offer, his/her offer validity shall be considered as terminated, and the contract as non-concluded between the Parties. The order confirmation is considered as received by the Client when it becomes available for him/her.

### 4. DELIVERY AND PAYMENT CONDITIONS

4.1. The products ordered on the Website and available on the stock are dispatched in 4-7 days after receipt and delivered to the address provided by the Client in the order by the subcontractor of the Provider specified in the paragraph 1.6, in specific shipping time. The products not available on the stock, or manufactured upon unique order of the Client are delivered as agreed between the Parties (minimum 15 days).

4.2. The Client is obliged to verify as soon as possible – but not later than in 14 days upon delivery – that the delivery matches with the requested product in quality and in quantity. The subcontractor of the Provider delivers the product to the address indicated in the order confirmation, in an intact, unopened, original package. Only the package supplied with the security strip of the Provider is qualified as an intact, unopened and original package. Should the Client notice any damages or differences, the deliverer is obliged to establish an itemised minutes on the spot.

### 5. CONSUMER RIGHTS: LIABILITY FOR DEFECTS, WARRANTY, WITHDRAWAL

5.1. The Provider, according to the Act V of 2013 on the Civil Code and to the decree no. 45/2014 (II.26.), is obliged to liability for defects and to warranty.

#### 1. Liability for defects

What is covered by the liability for defects?

You can submit a claim of liability for defects against the company in case of default of the AGNESKOVACS leather design Ltd, according to the dispositions of the Act on the Civil Code.

What are your rights related to the liability for defects?

You can choose one of the following possibilities related to the liability for defects:

You can request the repair or the change of the product, except when your chosen request would be impossible or would imply unreasonable extra cost for the company compared to the other choices. If you did not or could not request the repair or the change, you can request the proportional reduction of the remuneration or you can repair the default on the cost of the company or make it repair by a third party, or, in the last resort, you can withdraw from the contract.

You can modify your choice of request related to the liability for defects, but in this case you shall bear the costs of the modification, except when the modification is justified, or the company necessitates it.

What is the deadline to submit a claim of liability for defects?

You are obliged to communicate the default immediately, but not later than within two months from the detection of the default. At the same time I draw your attention to the fact that you cannot vindicate your rights of liability for defaults after the term of limitation of two years. In case of second-hand object the term of limitation is one year.

To whom do you have to submit the claim of liability for defects?

You can submit your claim of liability for defects to the company.

Are there other conditions to vindicate your rights of liability for defects?

For six months from the delivery, the vindication of the right of liability for defects has only one condition, the communication of the default, if you can testify that the product has been supplied to you by the AGNESKOVACS leather design Ltd. After the period of six months, you shall also testify that the default detected by you was already present at the time of the delivery.

#### 2. Product warranty

What is covered by the product warranty?

In case of default of a moveable (product), you can – at your choice – vindicate your rights presented in the paragraph 1, or the product warranty rights.

What are your rights related to the product warranty?

Within the framework of the product warranty you can solely ask for the repair or the change of the defective product.

When shall a product be qualified as defective?

The product is defective if it does not correspond to the quality standards in force at the moment of the release or it does not correspond to the characteristics indicated in the manufacturer's description.

What is the deadline to submit your claim of product warranty?

You can vindicate your rights related to the product warranty within two years from the release of the product. After this period you lose these rights.

To whom and under what other conditions can you submit your product warranty claim?

You can submit your product warranty claim exclusively to the manufacturer or the distributor of the moveable. In case of vindication of a product warranty claim you shall prove the default of the product.

On what conditions shall the manufacturer (distributor) be released from product warranty obligations?

The manufacturer (distributor) shall be released from the product warranty obligation if he/she can prove that:

- he/she did not manufacture or distributed the product within the framework of his/her business activities, or
- the default could not be detected at the moment of the release with current scientific or technical knowledge, or
- the default of the product results from the application of a decree or a mandatory official regulation.

For the release from the product warranty, it is sufficient to the manufacturer (distributor) to prove one of the above listed reasons.

I draw your attention to the fact that you cannot submit a claim of liability for defects and a claim of product warranty in parallel at time same time for the same defect. However in case of successful vindication of your product warranty claim, you can vindicate your rights of liability for defects related to the changed product or the repaired part against the manufacturer.

#### 3. The Provider is obliged to warranty for the jewels the selling price of which exceeds 10 000 HUF

What is covered by the liability for defects?

In case of default, the AGNESKOVACS leather design Ltd is obliged to warranty according to the Decree no 151/2003 (IX. 22.) on the warranty of the durable goods.

What are your rights and what is your deadline to vindicate the warranty?

In the framework of the warranty you are entitled to the repair or the change of the product. The period of the warranty is one year.

The omission of the deadline entails the forfeiture of the right.

The warranty period begins at the date of the delivery of the product to the consumer.

Under what conditions the company shall be released from warranty obligation?

The company is released from warranty obligation solely if he/she can prove that the default aroused after delivery.

I draw your attention to the fact that you cannot submit a claim of liability for defects and a claim of warranty or a claim of product warranty and a claim of warranty in parallel at time same time for the same defect. Otherwise you are entitled to the warranty rights independently from the rights defined in the paragraphs 1 and 2.

#### 4. Withdrawal

You have the right to withdraw from the contract with no cause within 14 days.

The deadline for the withdrawal will expire within 14 days from the day when you or the person assigned by you, different from the deliverer, received the product, or in case of several products, received the last product.

If you wish to exercise your right of withdrawal, you shall send (for example by post or by an electronic letter) your declaration containing your intention of withdrawal to the following address: Greguss utca 12. Budapest 1123, Hungary, or to the e-mail address [info@agneskovacsbags.com](mailto:info@agneskovacsbags.com). For that purpose you can use the below presented sample declaration.

You exercise your right of withdrawal in the deadline if you send your declaration of withdrawal before the above specified deadline.

Legal effects of the withdrawal/termination

If you withdraw from the contract, we refund immediately (or the latest within 14 days from the receipt of your declaration of withdrawal or from the justification of the sending of the declaration) all the remuneration paid by you, except the extra costs aroused because you chose a delivery method different from the cheapest method offered by us. For the refund we shall use the same payment method you used for the original transaction, except when you expressly agree to apply a different payment method. No extra costs are borne by you in relation to this refund method. I draw your attention to the fact that we suspend the refund until receipt of the product or until you send us the justification of sending it: the earliest date apply.

You shall be obliged to send back the product to the AGNESKOVACS leather design Ltd. to the address - Greguss utca 12. Budapest 1123, Hungary without unjustified delay, but not later than within 14 days from the communication of your declaration of withdrawal. The deadline is qualified as respected if you send the product not later than within 14 days.

We offer repairs on defective merchandise for up to 6 months after purchase. Proof of purchase is required. Please email [info@agneskovacsbags.com](mailto:info@agneskovacsbags.com) for repair inquiries. After the expiry of 6 months you have to prove that the defect detected by you existed already at the time of purchase. Your above rights expire in 2 years from the date of purchase.

The direct cost of sending back the product, namely the shipping costs are borne by you.

You shall solely be impeached for the deterioration of the product if it is due to a use exceeding the use convenient to the characteristics, the nature and the function of the product.

Sample declaration for withdrawal/termination

Addressee: AGNESKOVACS leather design Ltd. (company seat: Greguss utca 12. Budapest 1123, Hungary)

I/we undersigned declare that I/we exercise my/our right of withdrawal regarding the sales contract of the following product(s):

..... (name of the product)

..... (reference number of the product)

..... (order number)

Date of receipt:

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s): (only in case of declaration on paper)

Date:

## 6. COMPLAINT MANAGEMENT

6.1. The Client can contact the Provider with any questions or complaints related to the Website or the orders at the following contact addresses: Greguss utca 12. Budapest 1123, Hungary or info@agneskovacsbags.com. The provider can be called by telephone between 9 AM and 6 PM on working days.

6.2. The Provider shall immediately – or not later than in 3 working days – examine the complaints submitted by phone, and shall remedy them as needed and possible. The questions and complaints related to the online transfer in advance are in the competency of your bank, so please contact your bank with these questions.

6.3. If the Client do not agree with the answer to the complaint or the Provider cannot examine the complaint immediately, the Provider draws up a minutes of the complaint and the related point of views. The copy of the minutes will be sent by the Provider to the Client the latest together with the substantive answer containing the judgement of the complaint.

6.4. The Provider shall register the complaints submitted by phone and by e-mail under a unique reference number.

6.5. The Provider shall answer the verbally submitted complaints of the Client, or the complaints the judgement of which is not satisfactory according to the point of view of the Client or the written complaints equally within 30 (thirty) days from the receipt.

6.6. The Client can vindicate his/her rights coming of the present General Conditions against the Provider by court proceeding or other legal proceedings, or via the proceeding of the Arbitration Board of Budapest, competent at the company seat of the Provider.

Seat of the Arbitration Board of Budapest:

H-1016 Budapest, Krisztina krt. 99. III. em. 310.

Postal address: 1253 Budapest, Pf.: 10.

E-mail address: bekelteto.testulet@bkik.hu

Fax: 06 (1) 488 21 86

Telephone: 06 (1) 488 21 31

## 7. MISCELLANEOUS

7.1. The shopping in the Webshop presupposes the Client's knowledge of the technical limits of the internet, and the acceptance of the error sources of the technology. The storage of the provider is secured by:

Unas Online Kft.

Kőszegi út 14

Sopron

9400 - Gyor-Moson-Sopron County, Hungary

VAT Number: HU14114113

7.2. The Provider is not responsible for any damage that occurs because of the connection to the Website. It is the responsibility of the Client to protect his/her computer and the data on his/her computer.

7.3. The Provider reserves the right to modify the present General Conditions anytime. The modifications comes into effect when it appears on the Website. The modification of the General Conditions shall not affect the previously concluded contracts.