

# General Terms and Conditions

## INTRODUCTORY PROVISIONS

### INTRODUCTORY PROVISIONS

By sending your order, you become a customer of www.victorian.hu. Placing the order is considered a contractual declaration, and at the same time you acknowledge and accept the following contractual terms and conditions, which form a contract:

This website is operated by:

Philpott Kerry Allen e.v.

2225 Üllő Klapka utca 9.

E-mail: info@victorian.hu

Tax number: 68943442-1-33

Name of the bank managing the bank account: CIB Bank

Bank account number: 10701324-69504277-51100005, hereinafter referred to as OPERATOR

and the user of the service, hereinafter referred to as BUYER, under the following conditions:

## SUBJECT OF THE CONTRACT

### SUBJECT OF THE CONTRACT

All products can be found in the webshop operated under the name www.victorian.hu online store.

The characteristics of the purchased item can be found in the product description for the given item. The product descriptions were made available to the Operator by the manufacturers, so the Operator is not responsible for their inaccuracy. The photos, illustrations, packaging and appearance of the goods may differ slightly from the actual product.

## PRICES

### PRICES

The purchase price of the products is the price indicated next to the selected product, which is exclusive of VAT and applies to one product. The indicated prices do not include shipping costs. The amount of the shipping cost can be found before finalizing the order, as well as in the General Terms and Conditions - Shipping costs.

The Operator reserves the right to change the prices of the products that can be ordered from the website, with the amendment coming into effect at the same time as it is published on the website. The modification does not affect the purchase price of products already ordered. The technical and other parameters, data, prices, etc. of the products offered in the online store. The Operator takes the utmost care to ensure its correctness, but assumes no responsibility for these. If, despite the Operator's care, an incorrect price is displayed on the website, especially with regard to the obviously incorrect, e.g. for a price of HUF "0" or HUF "1" that is significantly different from the well-known, generally accepted or estimated price of the product, or which may appear due to a system error, then the Service Provider is not obliged to deliver the product at the wrong price, but can offer delivery at the correct price, in the knowledge of which the Buyer may abandon his intention to purchase. The changes take effect when they appear online in the webshop.

## REGISTRATION

### REGISTRATION

Registration in the Webshop is free of charge.

Registration is not required for the purchase, it is possible to purchase without registration. In the case of a purchase without registration, the data required for payment and delivery must be entered at the end of the purchase process.

By registering in the Webshop or purchasing without registration, the Customer declares that he has read and accepts the terms and conditions of the General Terms and Conditions and the Data Management Notice, acknowledges that the contents thereof are binding on him and consents to data management.

The Buyer is obliged to provide his own real data during the purchase with or without registration. If the Customer provides untrue or real data that can be linked to another person, the contract between the Operator and the Customer is null and void.

The Operator assumes no responsibility for delivery delays or damages attributable to untrue, inaccurate or incorrect data.

The Customer must carefully manage the username and password required to access the account created during registration. The operator bears no responsibility if the customer forgets or loses the user name and/or password, or if they fall into the possession of a third party who is not authorized to use the user account in a way that can be blamed on the customer.

In the event of forgetting or losing the login data of the user account, the Customer is entitled to request a new username and/or password for his user account on the website created for this purpose.

## ORDER

### ORDER

Order processing

Orders are processed on working days from 7 a.m. to 3 p.m. Of course, the customer can also place his order outside of this time interval, which will be processed on the next working day.

Fulfillment of the order

Starting from the receipt of the amount of goods ordered by the Customer, the Operator will process the order and notify the Customer by email of the start of delivery. The delivery time of the products found in the Webshop is 3-7 working days on average in the case of a domestic delivery address. This delivery time limit may be extended due to extraordinary, unavoidable events (force majeure) that occur outside the fault of the Operator. The average delivery time for preparation for delivery to Hungary is on average 3-5 days, but no more than 14 working days. The average delivery time to other countries is individual by the delivery service. The Seller reserves the right to exceed this time limit, if the quality of the added graphic is not sufficient for printing. In this case, the delivery time may be extended.

The Operator informs the Buyer in advance about the cost of delivery during the process of placing the Order, as well as on the Website's dedicated interfaces. The Operator informs the Buyer in advance of the expected date of delivery of the Product. However, notifications and communications related to the delivery of the Products - especially with regard to the expected date of delivery - are only informative, and they do not become part of the contract. Based on this, neither the Operator nor the Buyer may file a claim for

compensation with the other party in the event of failure or non-compliance with the statements and information provided in connection with the delivery.

- Order personalized items

After selecting the product category, after clicking the "Order" button on the product page, the Customer has the opportunity to enter personal texts and images and order the desired product.

By clicking on the desired menu, the Customer can select the type of printing and decoration he requests from the available options. If the Buyer has chosen, he must click on the "Order" button and then upload his pictures. If you have done this, the Customer can click on the "Cart" button, which will take the Customer to the cart page. Here you can check the contents of your basket. If you found everything OK, then you need to log in to your account by clicking on "Next step, Log in", or if you haven't registered yet, you can do it here. When registering, you must provide the data specified in point 3. If the registration has been completed, click on "Next step, payment method" and select the payment method by clicking on one of the visible icons. At the top of the table that appears, you must also select the shipping method.

Depending on the chosen delivery method, you can continue with the order process:

Home or package delivery: By clicking the "Payment method" button, you can choose how you want to pay (Visa, Mastercard, Maestro) and then check your billing address. Click on the "Check order" link to access the summary of your order. Here you can view the basket of your order. After accepting the GTC, you can validate your order by clicking the "Send order" button.

- Correction of data entry errors

At any stage of the order and until the order is sent to the Operator, the Buyer has the opportunity to correct data entry errors on the Website at any time, either in his own account (modification of customer data) or on the order interface (e.g. deleting a product from the basket). Data entry errors include, for example, an incorrectly entered quantity, placing the wrong product in the cart and then deleting the product from the cart, misspelling order data, etc. (e.g. delivery address). During the order, the consumer has the opportunity to correct/delete the entered data at any time up until the order is confirmed to the buyer by the Operator.

## **PAYMENT INFORMATION**

### **PAYMENT INFORMATION**

The operator has the right to limit the payment methods the customer can choose, depending on the ordered quantity and the place of delivery.

If the payment method chosen by the customer, in addition to the performance of the operator according to the contract, cannot be implemented, especially if the customer provided incorrect data, the customer is obliged to reimburse the operator or the third party entrusted with the performance for the resulting additional costs.

The operator is entitled to use the services of a third party to process the payment.

In the event of non-payment by the customer, the operator has the right to contact a collection company with his claims and to hand over all personal data necessary for collection to the third party entrusted with this.

If a third party is involved in the processing of the payment, the payment can be considered completed if the amount has been handed over and the third party entrusted with the collection has unrestricted control over it.

- Payment methods:

Payment by bank card: when placing the order, the Buyer pays the price of the package online by entering his bank card details.

Online bank card payments in our online store are made through Barion's system, so you can pay for the ordered products as well as the shipping cost online after entering the necessary bank card data. The bank card data will not reach the merchant. Barion Payment Zrt., which provides the service, is an institution under the supervision of the Magyar Nemzeti Bank, license number: H-EN-I-1064/2013

I accept that the following personal data stored in the user database of [www.victorian.hu](http://www.victorian.hu) will be transferred to Barion Payment Zrt. (Budapest, Infopark sétány 1. 1117) as data controller. Scope of transmitted data: surname, first name, country, telephone number, e-mail address. The purpose of data transmission is: customer service assistance for users, confirmation of transactions and fraud monitoring for the protection of users.

You can read more about Barion bank card payment [here](#).

Paypal payment: Payment on the day of placing an online order with the Paypal online transfer system.

Transfer in advance: After confirming the order, the Operator issues a transfer invoice to the Buyer and sends it to the Buyer by e-mail in the form of an e-invoice, which the Buyer is obliged to pay within eight (8) days. The Service is obliged to deliver the product within 2 working days after the consideration specified in the invoice is credited to the bank account specified in the invoice, if the product is in stock.

## **SHIPPING INFORMATION**

### **SHIPPING INFORMATION**

- Delivery conditions and fees

The Operator informs the Buyer in advance about the cost of delivery during the process of placing the Order, as well as on the Website's dedicated interfaces. The Operator informs the Buyer in advance of the expected date of delivery of the Product. However, notifications and communications related to the delivery of the Products - especially with regard to the expected date of delivery - are only informative and they do not become part of the contract. Based on this, neither the Operator nor the Buyer may file a claim for compensation with the other party in the event of failure or non-compliance with the statements and information provided in connection with the delivery.

After the order has been confirmed, the Operator delivers the ordered goods to the address, pick-up point or package point specified in the order using a courier service (hereinafter referred to as Supplier). Otherwise, the Operator will coordinate the exact time of delivery with the Buyer. Orders received on weekends or holidays will be processed on the first working day following the holiday.

When placing the order, the Customer must provide a real postal address where he can be reached and pick up the ordered product on working days between 08:00 and 17:00. The Operator assumes no responsibility for damages (e.g. the cost of repeated delivery) caused by the provision of an inaccurate address or a non-postal address (e.g. "to the neighbor", no house number, no determination of the nature of public land, etc.).

In the event that the delivery from the same address does not take place in 2 cases, our store reserves the right not to fulfill the customer's further order.

You will find the invoice in the package. If the package is damaged, do not accept it and do not pay the compensation!

In the case of shipping abroad, always agree on the cost in advance.

The Operator assumes no responsibility for any damage resulting from a possible delivery delay or the failure of the order.

Personal collection is possible at the Operator's premises (Üllő settlement).

- Shipping rates

The delivery cost is indicated to the Customer in advance by the system during the ordering process. In the case of these deliveries, the staff of the online store will agree on the delivery conditions with the Customer after the order. Shipping fees include packaging costs in addition to the shipping fee. The Operator reserves the right to change delivery fees, but is obliged to inform the Customer about these fee changes on its website.

Home delivery within Hungary is carried out by the courier service commissioned by the Service Provider at the following rates:

<b>Szállítás típusa</b>	<b>20.000,- Ft-ig</b>	<b>30.000,- Ft-ig</b>	<b>30.000 Ft felett</b>	<b>Utánvét kezelési költség (max. 15.000 Ft vásárlási értékig)</b>
<b>Házhozszállítás DPD</b>	<b>2190 Ft</b>	<b>2190 Ft</b>	<b>2490 Ft</b>	<b>590 Ft</b>
<b>Házhozszállítás GLS</b>	<b>2900 Ft</b>	<b>3200 Ft</b>	<b>4600 Ft</b>	<b>590 Ft</b>
<b>Packeta csomagpont</b>	<b>1390 Ft</b>	-	-	-

Home delivery within European Union is carried out by the courier service commissioned by the Service Provider at the following rates:

<b>Home delivery</b>	<b>under 49000,- Ft basket value</b>	<b>under 30000,- Ft basket value</b>	<b>above 30000 Ft basket value</b>
<b>Delivery courier</b>	<b>Service 9500,- Ft</b>	<b>15500,-Ft</b>	<b>19500,- Ft</b>

In the case of extremely heavy orders over 15 kg total weight and/or foreign delivery, individual shipping costs may arise, which the Seller will discuss with the Buyer after the order is placed. Delivery to parcel point is not possible for orders over HUF 30,000. Cash on delivery is not possible for delivery to a parcel point.

- Complaints related to delivery

If the Buyer experiences any kind of damage to the delivered package during the handover, he is obliged to record it together with the supplier. The carrier is responsible for verifiable damage resulting from the delivery. By sending the protocol to the Operator, the Buyer is obliged to inform the Operator about his delivery complaint within forty-eight (48) hours after receiving the goods. When receiving the goods, the Buyer is obliged to act with such care and diligence as to facilitate or protect the potential enforcement of the Operator's rights against the supplier.

## **WARRANTY, LIABILITY AND RIGHT OF WITHDRAWAL**

### WARRANTY, LIABILITY AND RIGHT OF WITHDRAWAL

- In view of the fact that the Products are subject to the detailed rules of the contracts between the Buyer and the Operator 45/2014. (II. 26.) According to Section 29 (1) point c) of the Government Decree, non-pre-manufactured products that are produced by the Operator based on the instructions or at the express request of consumers (individual products), the Buyer is not entitled to a right of withdrawal law.
- The operator reserves the right to reject orders that have already been confirmed in part or in whole (e.g. in the event of poor quality photos being sent). Partial fulfillment can only take place after consultation with the Buyer!
- In the event of defective performance by the Operator, the Customer may assert a warranty claim against the Operator in accordance with the rules of the Civil Code.
- The Customer may request repair or replacement, unless the fulfillment of the request chosen by the Customer is impossible or would involve disproportionate additional costs for the Operator compared to the fulfillment of another request
- If the payment of the consideration is unsuccessful in the case of bank card payment or does not take place within 7 working days in the case of bank transfer, the operator is entitled to unilaterally withdraw from the contract. In the event of termination of the contract without performance in this way, neither the operator nor the Buyer shall be burdened with any further obligations.
- The Operator may cancel the order if he cannot provide the customer with the selected basic product, or if he cannot reach the customer either by phone or e-mail for 5 working days. Thus, the negotiation regarding the possible order will fail.
- In all cases, the Buyer is obliged to check the compliance of the delivered goods, as well as the preliminary and intermediate products sent for proofreading, with the provisions of the contract. Risk for possible errors is transferred to the Buyer with the printing or production approval, as long as they are not errors that developed or became recognizable during the production process following the approval. The same applies to all other approval statements of the Buyer. Errors must be reported in writing immediately, within 7 days at the latest. Hidden defects, which are not found after immediate inspection, must be enforced within the statutory warranty period.
- All returns must be agreed with us.
- Minor deviations arising during the production process are not objectionable.
- This is especially true for the following:
  - slight color differences between two or more orders
  - slight color differences compared to a previous order
  - small cutting and folding tolerances (deviation from the finished size),
  - slight shift compared to the print motif.

## **COMPLAINT HANDLING**

### COMPLAINT HANDLING

If you have any objections to the manufactured product, please contact us via the following e-mail address: [info@victorian.hu](mailto:info@victorian.hu)

The Consumer can file a complaint with the consumer protection authority:

387/2016 on the appointment of the consumer protection authority. (XII. 2.) According to government decree, in administrative authority matters, the district office or the district office according to the county seat acts in the first instance, and the Pest County Government Office acts in the second instance with national competence. Contact details of district offices: <http://jarasinfo.gov.hu>

In the event of a complaint, the Consumer has the opportunity to contact a conciliation body, whose contact information can be found here:

#### **Bács-Kiskun Megyei Békéltető Testület**

Címe: 6000 Kecskemét, Árpád krt. 4.

Telefonszáma: (76) 501-525, (76) 501-500

Fax száma: (76) 501-538

E-mail cím: [bkmkik@mail.datanet.hu](mailto:bkmkik@mail.datanet.hu);

**Baranya Megyei Békéltető Testület**

Címe: 7625 Pécs, Majorossy Imre u. 36.  
Levelezési címe: 7602 Pécs, Pf. 109.  
Telefonszáma: (72) 507-154  
Fax száma: (72) 507-152  
E-mail cím: bekelteto@pbkik.hu;

**Békés Megyei Békéltető Testület**

Címe: 5601 Békéscsaba, Penza ltp. 5.  
Telefonszáma: (66) 324-976, 446-354, 451-775  
Fax száma: (66) 324-976  
E-mail cím: bmkik@bmkik.hu;

**Borsod-Abaúj-Zemplén Megyei Békéltető Testület**

Címe: 3525 Miskolc, Szentpáli u. 1.  
Telefonszáma: (46) 501-091, 501-870  
Fax száma: (46) 501-099  
E-mail cím: kalna.zsuzsa@bokik.hu;

**Budapesti Békéltető Testület**

Címe: 1016 Budapest, Krisztina krt. 99.  
Telefonszáma: (1) 488-2131  
Fax száma: (1) 488-2186  
E-mail cím: bekelteto.testulet@bkik.hu;

**Csongrád Megyei Békéltető Testület**

Címe: 6721 Szeged, Párizsi krt. 8-12.  
Telefonszáma: (62) 554-250/118 mellék  
Fax száma: (62) 426-149  
E-mail cím: bekelteto.testulet@csmkik.hu;

**Fejér Megyei Békéltető Testület**

Címe: 8000 Székesfehérvár, Hosszúsétatér 4-6.  
Telefonszáma: (22) 510-310  
Fax száma: (22) 510-312  
E-mail cím: fmkik@fmkik.hu;

**Győr-Moson-Sopron Megyei Békéltető Testület**

Címe: 9021 Győr, Szent István út 10/a.  
Telefonszáma: (96) 520-202; 520-217  
Fax száma: (96) 520-218  
E-mail cím: bekeltetotestulet@gymkik.hu;

**Hajdú-Bihar Megyei Békéltető Testület**

Címe: 4025 Debrecen, Petőfi tér 10.  
Telefonszáma: (52) 500-749  
Fax száma: (52) 500-720  
E-mail cím: info@hbikik.hu;

**Heves Megyei Békéltető Testület**

Címe: 3300 Eger, Faiskola út 15.  
Levelezési címe: 3301 Eger, Pf. 440.  
Telefonszáma: (36) 416-660/105 mellék  
Fax száma: (36) 323-615  
E-mail cím: tunde@hkik.hu;

**Jász-Nagykun-Szolnok Megyei Békéltető Testület**

Címe: 5000 Szolnok, Verseggy park 8.  
Telefonszáma: (56) 510-610  
Fax száma: (56) 370-005  
E-mail cím: kamara@jnszmkik.hu;

**Komárom-Esztergom Megyei Békéltető Testület**

Címe: 2800 Tatabánya, Fő tér 36.  
Telefonszáma: (34) 513-010  
Fax száma: (34) 316-259  
E-mail cím: kemkik@kemkik.hu;

**Nógrád Megyei Békéltető Testület**

Címe: 3100 Salgótarján, Alkotmány út 9/a  
Telefonszám: (32) 520-860  
Fax száma: (32) 520-862  
E-mail cím: nkik@nkik.hu;

**Pest Megyei Békéltető Testület**

Címe: 1119 Budapest, Etele út 59-61. 2. em. 240.  
Telefonszáma: (1)-269-0703  
Fax száma: (1)-269-0703  
E-mail cím: pmbekelteto@pmkik.hu  
Honlap cím: www.panaszrendezes.hu

**Somogy Megyei Békéltető Testület**

Címe: 7400 Kaposvár, Anna utca 6.  
Telefonszáma: (82) 501-000  
Fax száma: (82) 501-046  
E-mail cím: skik@skik.hu;

**Szabolcs-Szatmár-Bereg Megyei Békéltető Testület**

Címe: 4400 Nyíregyháza, Széchenyi u. 2.  
Telefonszáma: (42) 311-544, (42) 420-180  
Fax száma: (42) 311-750  
E-mail cím: bekelteto@szabkam.hu;

**Tolna Megyei Békéltető Testület**

Címe: 7100 Szekszárd, Arany J. u. 23-25.  
Telefonszáma: (74) 411-661

Fax száma: (74) 411-456  
E-mail cím: kamara@tmkik.hu;

**Vas Megyei Békéltető Testület**

Címe: 9700 Szombathely, Honvéd tér 2.  
Telefonszáma: (94) 312-356  
Fax száma: (94) 316-936  
E-mail cím: pergel.bea@vmkik.hu

**Veszprém Megyei Békéltető Testület**

Címe: 8200 Veszprém, Budapest u. 3.  
Telefonszáma: (88) 429-008  
Fax száma: (88) 412-150  
E-mail cím: vkik@veszpremikamara.hu

**Zala Megyei Békéltető Testület**

Címe: 8900 Zalaegerszeg, Petőfi utca 24.  
Telefonszáma: (92) 550-513  
Fax száma: (92) 550-525  
E-mail cím: zmbekelteto@zmkik.hu

## **COPYRIGHT PROTECTION**

### **COPYRIGHT PROTECTION**

All responsibility for the uploaded images rests with the Buyer. Therefore, he must declare that they are not protected by copyright, do not violate privacy rights, can be used freely, and the graphics and creatives do not infringe the rights of third parties.

The operator bears no responsibility for legal disputes arising from the use of uploaded images. Therefore, the Buyer as a user bears full responsibility for the uploaded images and for any legal consequences that may arise during use.

The user is obliged to indemnify the Operator from all claims arising from the above-mentioned infringements and reimburse all costs incurred in the matter.

### **SETTLEMENT OF COURT PROCEEDINGS AND OTHER LEGAL DISPUTES**

In the event of a legal dispute, the competent court of the Operator's current seat, which has jurisdiction to decide the legal dispute, is entitled to act.

### **INTELLECTUAL PROPERTY**

The content on this website is the property of the Operator.

The operator reserves all rights related to the copying and distribution of any part of the website by any method or technique. Any material, photo, video and text uploaded on the website may be published in whole or in part, or used in any way, only with the written consent of the Operator.

The Operator reserves all rights to all elements of its service, its domain names, the secondary domain names formed with them, and its Internet advertising surfaces.

This statement is considered a disclaimer.

## **STORAGE PROVIDER**

### **STORAGE PROVIDER**

Name: UNAS Online Kft.

Headquarters: 9400 Sopron, Kőszegi út 14.

Contact: , unas@unas.hu

Website: unas.hu