General Terms and Conditions

This document, designated as General Terms and Conditions, contains the terms of service for the purchase of products and services available at or provided by the www.botanicart.hu webshop (hereinafter referred to as “Webshop” or “Online Shop”), as well as the terms of service for ordering in and using the Webshop, which contracts are concluded between the Service Provider specified in these General Terms and Conditions and the Customer or User placing an order in the Webshop (hereinafter referred to as “Customer” or “User”).

This document is concluded in electronic form only. We are at our Customers’ disposal at our specified contact details in case of other issues arising in relation to the operation of the Webshop or the order and delivery process.

The Customer using or registering at the Online Shop expresses acceptance of these General Terms and Conditions and considers itself bound by these provisions.

1.) Service Provider:

Company: BOTANIC Virágszalon Kft.

Seat: 2013 Pomáz, Mártírok útja 1-3.

Mailing address: 2013 Pomáz, Mártírok útja 1-3.

Name of representative: Kövér Krisztián, k.kover@botanic.hu

Company registration number: 13-09-125198

VAT number: 14577008-2-13.

Bank account number: 11742087-29900583-00000000

Phone: 06 30 5851403

Customer Service email address: [botanicart@botanic.hu](mailto:me:botanicart@botanic.hu)

Hosting provider: Gestalt Team Kft. (1112 Budapest, Fehérló utca 7.)

2.) KEY PROVISIONS

2.1. Issues not regulated by the General Terms and Conditions and the interpretation of these General Terms and Conditions are governed by the Hungarian law, including in particular the relevant provisions of Act V of 2013 on the Civil Code (hereinafter referred to as “Civil Code”) and Act CVIII of 2001 on certain issues of electronic commerce activities and information society services, as well as Government Decree 45/2014 of 26 February 2014 laying down detailed rules for contracts between consumers and undertakings. Mandatory provisions of applicable law are applicable to the parties without specific stipulation.

2.2. The present General Terms and Conditions remain in full force and effect from 15 November 2016 until withdrawn. The Service Provider is entitled to unilaterally amend the provisions of the General Terms and Conditions. The amendments are published on the website by the Service Provider fifteen (15) days before their entry into force. Users of the website expressly and implicitly accept that all regulations regarding the use of the website are automatically applicable to them.

2.3. Users entering the website operated by the Service Provider, reading its contents in any way or browsing the site—even if the User is not a registered user of the Webshop—shall be bound by the General Terms and Conditions. Users not accepting these terms shall not have permission to view the contents of the Webshop.

2.4. The Service Provider reserves all rights concerning the Webshop, its parts and the contents displayed in the Webshop, as well as the distribution of the Webshop.

3. REGISTRATION/SHOPPING

3.1. The User by shopping/registering in the Webshop states that he/she is aware of the terms of the General Terms and Conditions, the Privacy and Data Protection Statement, the Information on the Right of Withdrawal and the Copyright Disclaimer published in the Webshop and gives consent to data processing.

3.2. The User is obliged to provide his/her real information during shopping/registration. The Service Provider excludes liability if the User attempts unauthorized use of the services on behalf of or using the data of another person. The Service Provider shall not be liable for delivery delays or other errors due to false and/or inaccurate data provided by the User. The Service Provider shall not be liable for any damage if the password is forgotten by the User or if it becomes available to unauthorized persons for any reason not attributable to the Service Provider. Maintaining the confidentiality of user access data—especially the password—is the sole responsibility of the User. The User must immediately change the password if the User becomes aware that an unauthorized third party had access to the password provided during registration; if it is assumed that the third party is using the password in an abusive way, the User is obliged to simultaneously notify the Service Provider.

3.3 All parts of the Webshop’s content are available and visible to any User for free and without registration, but registration is required for placing an order.

4. RANGE OF PRODUCTS AND SERVICES AVAILABLE FOR PURCHASE

4.1. The products displayed in the Online Shop can only be ordered online. The prices displayed for the products are to be interpreted in HUF and are gross prices (i.e. include the statutory VAT), but do not include shipping costs. Separate packaging costs will not be charged.

4.2. The Service Provider shows in the Webshop the name and description of products in detail and displays product photos. The photos displayed on the data sheet of products in stock may differ from reality, and are illustrations only. We are not responsible for differences between the photo in the Webshop and the actual appearance of the product (hue deviations due to shooting light effects).

4.3 Unless a product in stock or a home accessory product is ordered specifically, the product in each case is a made-to-order handmade product, so it may differ from the model in the photo depending on the characteristics of available raw materials (size, hue, shape) and due to the handmade nature of the product. Depending on the season and the inventory, the Service Provider may also substitute certain accessories with other similar raw materials.

4.4 Please note that, unless it is indicated that the product is in stock, a unique product is produced in all cases, which constitutes a product specifically requested by the customer.

4.5 In case of a unique order, the User can place the order through the email system provided in the Webshop (the User may also indicate how to prepare the product compared to the types of products in stock). The Service Provider is entitled send a reply email to clarify the product in one business day. In this case, the order date is the date of the last email.

4.6 If a promotional price is introduced, the Service Provider will fully inform the Users about the promotion and its exact duration.

4.7 If, despite all the care taken by the Service Provider, the price indicated in the Webshop is wrong, particularly with regard to manifestly wrong prices, for example when the price is significantly different from the well-known, accepted or estimated price of the product, or the price is displayed as “0” HUF due to a system error, the Service Provider has no obligation to deliver the product at the erroneous price, but can offer delivery at the correct price, in the knowledge of which the Client may cancel his/her purchase intention.

5. HOW TO ORDER

5.1. The User logs in after registration or enters the Webshop without registering, and can browse the products by categories. On the product information page, the Service Provider shows similar (related) products and communicates the available product information (especially description, expected delivery time, weight, and size).

5.2 The Service Provider accepts orders only via the Webshop. In extraordinary situations (technical problems with the Online Shop, website unavailability) ordering via email or telephone is also available. The User selects the product(s) he/she wishes to purchase and, in case of a unique order, sends an email for clarification.

5.3. The User puts the selected products in the shopping cart. The User can view the contents of the shopping cart at any time by clicking the "View Cart" icon.

5.4. If the User does not wish to buy further the product(s), he/she can check the products intended to buy. The User can specify the amount of selected product(s) in the shopping cart and can also delete individual items from the shopping cart by clicking on the “X” icon located next to the product. In this interface, the User can enforce coupons (by entering the coupon code) and calculate shipping costs by choosing the shipping method.

5.5 If the order has been completed, the User can proceed to the checkout. In case of a one-time order, the User has the option to provide the data required for the contract (billing information, shipping information) without previous registration. Returning registered Customers can log in with their registration information (user name or email address, password), so they do not have to enter any more information.

5.6 If the data reconciliation has been completed, you can place your order by selecting a payment method.

5.6.1. Payment methods:

Payment on delivery: If the ordered product is shipped by courier service, it is possible for the user to pay the total amount in cash to the courier upon receipt of the ordered product(s).

Bank transfer: The User is required to transfer the countervalue of the ordered products to bank account No. 11742087-29900583-00000000 at OTP Bank Zrt. In case of a bank transfer, the User is required to indicate the order number in the comment section. After the amount is credited to the bank account of the Service Provider, the User is entitled to receive the product(s) in the manner determined by the User.

5.7 The delivery time for each of the products is included in the information material. After this, the User selects the shipping address and the shipping method, the types of which are as follows:

5.7.1 The delivery of products takes place using the GLS Hungary Ltd. (2351 Alsónémedi, Európa utca 2.) courier service. The expected delivery time of the product and the package identification number is contained in the confirmation email. Determination of delivery time is not possible. If the Customer is experiencing any damage to the product or the packaging, a protocol has to be drawn up upon receipt about the damage in the presence the person making the delivery. If the packaging or the product is visibly damaged upon delivery and the damage incurred prior to the receipt of the goods, the product is taken back by the Service Provider free of charge.

If there is not enough stock of a product or a raw material, the Service Provider will contact the Customer by phone or email and agree upon the expected date of delivery.

Delivery is free of charge for orders exceeding HUF 20,000 in value.

Shipping costs HUF 990 incl. VAT for orders below HUF 20,000 in value and below 5 kg in weight; in case the weight or the order is higher, shipping costs HUF 990 incl. VAT for each additional 5 kg.

5.7.2 In case of personal collection of the order, no delivery charge is incurred. Personal collection is possible only in the case of products pre-ordered in the Webshop; direct purchasing at our site is not possible.

5.7.3. Product delivery by the Service Provider can also be requested in cases where the delivery address falls within the perimeter of Pomáz, Budakalász, Csobánka, Szentendre, or districts II, III and XIII of Budapest. Certain products are available exclusively with delivery by the Service Provider to the areas indicated, which is shown separately on the product data sheet. If there is not enough stock of a product or a raw material, the Service Provider will contact the Customer by phone or email and agree upon the expected date of delivery. Delivery by the Service Provider costs HUF 2,800 independent from the gross weight of the package.

5.8 Orders submitted on working days are processed and confirmed within 24 hours.

5.9 The Customer has the opportunity to correct data entry errors before sending the order and may also request subsequent data modification by telephone or email.

5.10 Order confirmation and conclusion of contract

The Service Provider, within one hour from receiving the offer, confirms in an automatic confirmation email that the order has been recorded in the system. Receipt of the automatic confirmation email by the Customer does not establish a valid contract between the Parties, it only serves as a confirmation of receipt of the customer's purchase offer in our system. If the Customer has already sent his/her order, but notices an error in connection with the order in the confirmation email sent by the Service Provider, the Customer shall immediately, but not later than within 24 hours, contact the Service Provider so that the problem can be remedied as soon as possible in order to avoid the fulfillment of an undesired order. After the automatic email, the Service Provider will send a second email to the Customer, which will inform the Customer about the receipt of the order and which marks the beginning of the processing of the order. The contract will be established between the parties at this point. The Customer is exempted from the tender if he/she does not receive from the Service Provider within 48 hours the confirmation email concerning the order sent by the Customer.

5.11 The Service Provider informs the Customer about the receipt of the bank transfer and the estimated time of delivery in a subsequent email.

5.12 The Service Provider reserves the right to cancel the contract if the Customer does not pay the Service Provider within eight working days from the conclusion of the contract the total purchase price of the order (in case of the bank transfer payment option).

5.13 Any subsequent modification to the order can only be made by email in writing.

5.14 The concluded contract is considered a written contract. The Service Provider files the contract, which is subsequently available. The Service Provider does not submit to the provisions of any Code of Conduct.

5.15 The Service Provider maintains ownership of the product until the purchase price is paid in full.

6. WARRANTY

6.1 Implied warranty

In the event of defective performance by the Webshop, the Customer may exercise implied warranty against the Service Provider in accordance with the provisions of the Civil Code.

7. ADDITIONAL TERMS AND CONDITIONS FOR THE USE OF THE WEBSHOP

7.1. Responsibility

The User may only use the Webshop at his/her own risk and agrees that the Service Provider is not responsible for any material or non-material damage arising from the use of the Webshop, other than the responsibility arising from breach of contract that is intentionally caused, or damaging to human life, limb or health. The Service Provider disclaims all liability arising from the behavior of the Users of the Webshop.

8. ENFORCEMENT OPTIONS

8.1. The Webshop is designed to meet all orders in appropriate quality and to the full satisfaction of customers. If the Customer is not satisfied with the product or the activities of the Service Provider, the Customer may submit his/her complaints at the contact details indicated in section 1.

8.2. The Service Provider shall send a meaningful response to the complaint of the Customer regarding the product or the activities of the Service Provider within maximum 15 working days, not including public holidays, indicating, in case there is an opportunity to enforce, the possible location, method and deadlines of the enforcement.

8.3. Other enforcement options

If the consumer dispute that may exist between the Service Provider and the Customer is not settled during the negotiations, the following enforcement options are available for the Customer:

* Submitting a complaint to the consumer protection authority;
* Initiating an Arbitration Board process;
* Initiating legal proceedings.