General Terms and Conditions

GENERAL TERMS AND CONDITIONS

This English version of the Terms and Conditions is provided for informational purposes only. In the event of any discrepancy or inconsistency between the English and Hungarian versions, the Hungarian version shall prevail and be legally binding.

GENERAL TERMS AND CONDITIONS (GTC) – ELECTRONIC COMMERCE (WEBSHOP)

General Terms and Conditions of the Webshop of Modern Alkotók Galériája Kereskedelmi Kft.

These General Terms and Conditions (hereinafter: "GTC") contain the general contractual terms governing the webshop of Modern Alkotók Galériája Kereskedelmi Kft. (6000 Kecskemét, Kazinczy u. 11.), acting as the Service Provider.

Please read these General Terms and Conditions carefully if you wish to become a customer or active user of the Website (hereinafter: "Website"). You may use our services only if you agree with all provisions and consider them binding upon yourself.

By using the Website, placing an order, or registering, you accept and acknowledge these General Terms and Conditions as binding upon you. The images displayed on the product pages may differ from the actual products, as the uploaded photographs aim to represent them as accurately as possible.

1. Details of the Service Provider

Company name: Modern Alkotók Galériája Kereskedelmi Kft. (hereinafter: "Service Provider")

Registered office: 6000 Kecskemét, Kazinczy u. 11.

Tax number: 32605817-1-03

Company registration number: 03-09-138567

Registering court: Regional Court of Kecskemét, acting as Court of Registration

Business telephone contact: +36 30 9 367636

Electronic contact: galeria@modernalkotok.hu

Language of the contract: Hungarian

2. Definitions

Website

The Service Provider's website is available under the domain name modernalkotok.hu. Through the main menu of the Website, the following online content is accessible:

1. *a) Webshop*

The webshop of Modern Alkotók Galériája Kereskedelmi Kft. provides an online retail service. The webshop allows users to view digital photographs of artworks and to place orders for selected artworks. By placing an order, the Customer expresses their intention to purchase and initiates the ordering process; however, this does not yet conclude the purchase. (For the purchase process, see Section x.x.)

On the website modernalkotok.hu, artworks may be purchased via the following menu items: Webshop, Artists, Techniques, and Sizes.

1. *b) Artists*

This section presents the artists whose works are available in the webshop and links to the corresponding products.

1. *c) Techniques*

This section provides information about the techniques used in the creation of the artworks offered by Modern Alkotók Galériája Kereskedelmi Kft.

1. *d) Sizes*

This section groups artworks into two categories based on the dimensions of the paintings.

1. *e) Biographies*

For authenticity, the biographies of the artists whose works are offered are published. Their professional backgrounds can be viewed by name.

1. *f) About Us*

The "About Us" section provides information about the mission, operation, and history of Modern Alkotók Galériája Kereskedelmi Kft.

1. *g) Contact*

This section contains the contact details of Modern Alkotók Galériája Kereskedelmi Kft.

Service Provider

In these GTC, the Service Provider refers to the owner and operator of the website modernalkotok.hu, namely Modern Alkotók Galériája Kereskedelmi Kft.

Seller

In these GTC, the Seller refers to any legal entity or natural person who sells artworks.

Consignment Activity

In these GTC, consignment activity shall mean the service by which the Seller, with the assistance of the Consignee (in this case, the Company), finds a Buyer for their artwork.

Agent

The Consignee (the Company) and its representative.

Buyer

Any legal or natural person who purchases an artwork from Modern Alkotók Galériája Kereskedelmi Kft.

Visitor

A natural person who accesses the website modernalkotok.hu via an internet browser and browses its content without registering.

Registered User

Any person who has registered on the website modernalkotok.hu by providing their personal data. All purchases are subject to prior registration.

Purchase

Any activity shall be considered a purchase if it is initiated on the website modernalkotok.hu and completed by payment.

Order

Any activity initiated by a registered and logged-in user shall be considered an order if, as a result of such activity, the selected items are placed in the cart on the website modernalkotok.hu and the order is finalised by clicking the "Order" button. Such activity shall be regarded as an order until the full purchase price of the ordered artwork has been paid.

Cart

A function of the website modernalkotok.hu that collects the selected products intended for purchase. Before placing an order, the Registered User may review the items in the cart, remove individual items, or delete the entire contents of the cart. Placing items in the cart does not create any obligation for the Registered User.

Artwork

Any product that can be ordered on the website modernalkotok.hu.

Photograph

A photograph shall mean any digital product illustration presenting the artworks distributed by Modern Alkotók Galériája Kereskedelmi Kft. A photograph is not identical to a photographic artwork.

Product

Any item available for sale on the website modernalkotok.hu, namely an artwork.

3. General Provisions

Matters not regulated in these Terms, as well as the interpretation of these Terms, shall be governed by Hungarian law, with particular regard to Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on Electronic Commerce Services and certain issues of information society services. The mandatory provisions of the applicable legislation shall apply to the parties without any separate stipulation.

The content of the Website, as well as any part thereof, may be saved or printed onto a physical or other data medium for private use, or with the prior written consent of the Service Provider. Any use beyond private purposes – including, but not limited to, storage in a database, transmission, publication or making available for download, or commercial distribution – shall only be permitted with the prior written consent of the Service Provider.

Beyond the rights expressly defined in these GTC, neither registration, use of the Website, nor any provision of these GTC shall grant you any right to use or exploit any trade name or trademark appearing on the Website. Apart from display associated with the intended use of the Website, temporary reproduction necessary for such use, and copying for private purposes, these intellectual creations may not be used or exploited in any other form without the prior written consent of the Service Provider.

By using the Service, you accept that the Service Provider may use the data uploaded by you during the use of the Service at any time and in any location, without restriction and without separate remuneration, within the framework of the applicable Privacy Policy.

The Service Provider reserves the right to amend these General Terms and Conditions. Any such modifications shall enter into force upon their publication on the Website, and the terms in force at the time of the order shall apply to each purchase.

The Service Provider is entitled to unilaterally amend these General Terms and Conditions, provided that customers are informed in advance via the Website. The amended provisions shall become effective towards you upon your first use of the Website following their entry into force, and shall apply to orders placed after such amendment.

The Service Provider reserves the right to make any changes or corrections to the Website at any time without prior notice, and to transfer the Website to another domain name.

4. Registration

A significant part of the webshop content is accessible without registration; however, placing an order and making a purchase require valid registration and the provision of billing information.

During registration, you are required to provide the following data to the Service Provider:

- Full name
- Email address
- Password

When providing billing information, the following data must be provided:

- Billing name or company name
- Billing address
- Telephone number
- Tax number (in the case of a company)

The Service Provider will inform you of the successful registration via email.

You are entitled to delete your registration at any time on the website modernalkotok.hu. Your user data will be removed from the system immediately after deletion; however, this shall not affect the retention of data and documents related to orders already placed, and shall not result in the deletion of such data. Once deleted, the data cannot be restored.

You are solely responsible for keeping your user access data (in particular your password) confidential. If you become aware that an unauthorised third party may have gained access to your password, you must immediately change your password. If it is suspected that a third party may misuse your password in any way, you are also obliged to notify the Service Provider without delay. You undertake to update the personal data provided during registration as necessary to ensure that they remain accurate, complete, and up to date.

5. Order Process

1. Place the selected product in the cart. After adding a product to the cart, its contents will automatically appear on the screen. If you do not wish to purchase additional products, you can review the items in your cart by clicking on the "Cart" button located in the top right corner of the Webshop, where you can check your order.
2. If everything is correct in your cart, click the "Next" button. On the following page, you can select the available delivery and payment methods.
3. If everything is in order, click the "Next" button again. On the following page, you can select and fill in your billing and shipping address accordingly.
4. By clicking the "Next" button, you will reach the Order Summary page, where you can review all the provided details once again.

5. By clicking the “Next” button, you complete the order.

If, after placing your order, you wish to modify it (e.g. add or remove products, change the delivery address, or modify any details), please contact the Service Provider immediately using one of the provided contact details. The Service Provider does not accept responsibility for modifications requested more than one working day after the order has been placed.

Orders in the webshop modernalkotok.hu may only be placed electronically via the website. All notifications related to orders are also sent electronically by the Service Provider to the Buyer.

By clicking the “Next” button on the Order Summary page, the Buyer submits an offer that entails a payment obligation. A confirmation will be sent within 48 hours of placing the order. The confirmation shall include the selected delivery and payment methods, the total value of the order, delivery conditions, the name of the product, and the Buyer’s details. If the confirmation — which contains the terms of the order — is not received, the Buyer shall no longer be bound by their offer. Before placing the order, the Buyer has the opportunity to modify the data provided during registration by updating and saving the corrected information. **The language of the contract is Hungarian.** The contract concluded via the internet shall be considered an electronic contract not signed in writing. Its content will be recorded, archived, and subsequently accessible and retrievable. The registration number of the contract shall in all cases be the order identification number. Prices on the website www.modernalkotok.hu? are indicated in Hungarian forints (HUF) and include VAT.

6. Correction of Data Entry Errors

You have the opportunity to correct any data entry errors at any stage of the order process and until the order is submitted to the Service Provider, directly on the order interface of the Webshop (e.g. removing a product from the cart).

Data entry errors may include, for example, incorrectly specified quantities, placing the wrong product in the cart and subsequently removing it, or typographical errors in the order details (e.g. delivery address).

7. Processing of Orders

Orders are processed within 1–3 working days at the latest following the placement of the order. Orders may also be placed outside the indicated processing hours; however, if an order is placed after working hours, it will be processed on the next working day.

8. Purchase Price of Products

The purchase prices displayed in the Webshop include applicable taxes. The purchase price of the products does not in all cases include delivery costs. Information regarding delivery costs will be provided by an employee of Modern Alkotók Galériája Kereskedelmi Kft. All prices are indicated in Hungarian forints (HUF).

9. Payment Methods

You can choose from the following payment methods:

Bank transfer

Credit card payment

Cash payment upon personal pickup at the company’s headquarters

10. Binding Offer and Confirmation

The Service Provider shall confirm receipt of your offer (order) within 48 hours at the latest, either by confirmation email or by telephone call. If you have already submitted your order and notice any error in the data contained in the confirmation email, you must notify the Service Provider within 1 working day in order to avoid the fulfilment of unintended orders.

You shall be released from your obligation to be bound by your offer and shall not be obliged to purchase the product if you do not receive confirmation of your order from the Service Provider without undue delay (within 72 hours). Such confirmation shall constitute acceptance of your offer by the Service Provider, thereby creating a valid contract between you and the Service Provider.

The Service Provider reserves the right to reject confirmed orders in whole or in part. Partial fulfilment may only take place after prior consultation with you.

The Service Provider shall make every effort to deliver the products ordered by the Buyer within the timeframe specified in the order. As some artworks may be stored in the warehouses of our partners, it may occur that a partner withdraws from the sale of a given artwork, making fulfilment of the order impossible. In such cases, the contract shall be terminated due to impossibility of performance. In the event of impossibility of performance, the Service Provider shall inform the Buyer without delay. The Buyer shall not incur any additional costs in connection with the refund. The Service Provider shall make every effort to ensure the accuracy of the information displayed on the Website. However, at the time of conclusion of the contract, due to the activity of third-party commercial partners outside the control of the Service Provider, and for reasons not foreseeable by the Service Provider, fulfilment may become impossible. The occurrence of such impossibility shall not render the Service Provider’s offer misleading, as the Service Provider has acted in good faith and to the best of its knowledge regarding the availability of the products at the time the offer was made.

The Service Provider makes every effort to ensure that the data displayed on the Website (such as product prices, availability, descriptions, etc.) are as accurate as possible. Prices that are clearly incorrect due to system errors (e.g. HUF 0 or HUF 1) shall not be considered as an invitation to make an offer. An exception applies to promotional products advertised as free of charge. The images displayed alongside the products are illustrations; in all cases, the product description contains the actual characteristics of the product. In the event of any errors, the liability of the Service Provider shall be governed by the provisions set out in Government Decree No. 45/2014 (II.26.) and the Civil Code.

In accordance with applicable laws, it is prohibited in Hungary to sell alcohol or sexually explicit products to persons under the age of 18. If the Buyer has provided their year of birth during registration, the Service Provider shall consider this as a valid declaration regarding the Buyer’s eligibility to purchase such products. Otherwise, the Buyer must provide a separate declaration regarding their age when ordering such products. The Buyer assumes full responsibility for the accuracy of the personal data provided during registration as referred to above. If it is subsequently established that any of the data provided by the Buyer — in particular their age in the case of ordering alcohol or sexually explicit products — was inaccurate, and this results in any damage to the Service Provider or any legal consequences against the Service Provider, the Buyer shall fully indemnify the Service Provider. The Service Provider reserves the right to assert claims for damages against the Buyer.

The order shall constitute a contract concluded by electronic means, to which the provisions of Act V of 2013 on the Civil Code and Act CVIII of 2001 on Electronic Commerce Services and certain issues of information society services shall apply. The contract falls within the scope of Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses, and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

The contract shall be governed by the applicable laws of Hungary.

11. Warranty of Title

Modern Alkotók Galériája Kereskedelmi Kft. issues a certificate of authenticity for every artwork it sells.

12. Right of Withdrawal

The provisions of this section apply exclusively to natural persons acting outside the scope of their profession, independent occupation, or business activity, who purchase, order, receive, use or make use of goods, and who are recipients of commercial communication or offers relating to such goods (hereinafter: "Consumer"). In the case of a contract for the sale of goods, the Consumer shall have the right to withdraw from the contract without giving any reason within fourteen (14) days from:

1. a) the date of receipt of the product, or
2. b) in the case of the supply of multiple products, the date of receipt of the last product by the Consumer or by a third party designated by the Consumer, other than the carrier.

The Consumer shall also have the right to exercise the right of withdrawal during the period between the conclusion of the contract and the receipt of the product.

13. Procedure for Exercising the Right of Withdrawal

If the Consumer wishes to exercise the right of withdrawal, they must send a clear statement of their intention to withdraw (for example by post or by electronic mail) to the Service Provider using the contact details specified in Section 1 of these GTC.

The burden of proof that the right of withdrawal has been exercised properly lies with the Consumer. In all cases, the Service Provider shall acknowledge receipt of the Consumer's withdrawal statement by email without delay. In the case of withdrawal in writing, the withdrawal shall be deemed to have been exercised within the deadline if the Consumer sends their statement within 14 calendar days (including the 14th day). In the case of notification by post, the date of dispatch shall be taken into account; in the case of notification by email, the time of sending the email shall be considered for the purpose of calculating the deadline. It is recommended that the Consumer send their letter by registered mail in order to be able to prove the date of dispatch.

In the event of withdrawal, the Consumer shall return the ordered product to the address of the Service Provider's registered office specified in Section 1 without undue delay, but no later than 14 days from the communication of the withdrawal. The product may be returned in person, by post, or via a courier service. The deadline shall be deemed to have been met if the Consumer sends (dispatches or hands over to a courier) the product before the expiry of the 14-day period.

The cost of returning the product to the Service Provider shall be borne by the Consumer.

The Service Provider is not able to accept parcels returned cash on delivery (COD).

The Consumer must return the product to the Service Provider in an undamaged condition.

Upon receipt of the package by the Service Provider, the unpacking of the package and the inspection of the returned product shall be recorded.

Apart from the cost of returning the product, the Consumer shall not incur any other costs in connection with the withdrawal. If the Consumer withdraws from the contract, the Service Provider shall reimburse all payments made by the Consumer without undue delay, but no later than 14 days from receipt of the Consumer's withdrawal statement, except for any additional costs arising from the Consumer's choice of a delivery method other than the least expensive standard delivery method offered by the Service Provider. The Service Provider shall be entitled to withhold the reimbursement until it has received the product back or until the Consumer has provided credible proof that the product has been returned, whichever occurs earlier.

The refund shall be made using the same payment method as that used in the original transaction, unless the Consumer has expressly agreed to a different method of payment. The Consumer shall not incur any additional costs as a result of the refund method.

The Consumer must return the product to the Service Provider in an undamaged condition.

The Consumer shall only be held liable for any depreciation in the value of the product if it results from use beyond what is necessary to establish the nature, characteristics, and functioning of the product.

In the absence of information on the right of withdrawal, the Consumer shall be entitled to exercise the right of withdrawal for up to 12 months, provided that the Service Provider has supplied the Consumer with information regarding the right of withdrawal on a durable medium. In such a case, the withdrawal period shall expire on the fourteenth day following the communication of such information.

14. Complaints Handling

The Buyer may submit complaints, either verbally or in writing, regarding the conduct, activities, or omissions of the Webshop directly related to the distribution or sale of goods (services) to consumers.

The contact details for submitting complaints and maintaining communication are the same as the Webshop's customer service contact details:

Email: galeria@modernalkotok.hu

Postal address: 6000 Kecskemét, Kazinczy u. 11.

In accordance with applicable legislation, the Service Provider shall immediately investigate verbal complaints and remedy them where possible, provided that the nature of the complaint allows it. If you do not agree with the handling of your complaint, or if immediate investigation is not possible, the Service Provider shall promptly draw up a record of the complaint and its position regarding it, provide you with a copy thereof no later than at the same time as the substantive response to the written complaint, and shall thereafter proceed in accordance with the rules applicable to written complaints.

In the case of verbal complaints made by telephone, the complaint shall be assigned a unique identification number to facilitate traceability. This number shall be communicated to you. The Service Provider shall investigate and provide a substantive response to written complaints within 30 days of receipt, and shall take measures to ensure that the response is delivered to you. If the Service Provider rejects the complaint, it shall provide reasons for its position in its response. The Service Provider shall retain the record of the complaint and a copy of the response for five years.

15. Other Legal Remedies

Any disputes between the Service Provider and you should primarily be resolved amicably. If the dispute cannot be resolved through negotiations with the Service Provider, you may initiate legal proceedings before a court. In the case of consumer disputes, you may

also use the following remedies:

- Initiation of proceedings before a Conciliation Board

Csongrád-Csanád County Conciliation Board

Address: 6721 Szeged, Párizsi krt. 8–12.

Telephone: (+36) 62 554 250 / ext. 118

Email: bekelteto.testulet@csmkik.hu

Website: https://www.bekeltetes-csongrad.hu/?

- Filing a complaint with the consumer protection authority

For the purposes of applying the rules relating to the Conciliation Board, the term "consumer" shall also include civil organisations, churches, condominium associations, housing cooperatives, as well as micro, small and medium-sized enterprises, as defined by law, that purchase, order, receive, use or make use of goods, or are recipients of commercial communications or offers relating to such goods.

16. Liability

You may use the Webshop exclusively at your own risk, and you accept that the Service Provider shall not be liable for any pecuniary or non-pecuniary damages arising from such use, except for liability for damages caused intentionally or for breach of contract resulting in damage to human life, physical integrity, or health.

The Service Provider excludes all liability for the conduct of users of the Webshop. You are obliged to ensure that your use of the Webshop does not infringe the rights of third parties or applicable laws, either directly or indirectly. You are fully and solely responsible for your own conduct. In such cases, the Service Provider shall fully cooperate with the competent authorities in order to investigate any violations.

The Website may contain links to websites operated by other service providers. The Service Provider shall not be liable for the data protection practices or other activities of such providers.

The Service Provider shall not be liable for any changes to product descriptions resulting from suppliers or other factors beyond its control, even if such changes occur without prior notice. If you detect any objectionable content on the Webshop, you are obliged to notify the Service Provider without delay. If, acting in good faith, the Service Provider considers the notification to be justified, it shall be entitled to remove or modify the information without delay.

The present General Terms and Conditions shall enter into force on:

Kecskemét, 5 November 2024