

GENERAL TERMS AND CONDITIONS

www.intuitashop.com

Welcome to the website of Paleandra Ltd. (hereinafter referred as: Service Provider).

This General Terms and Conditions (hereinafter referred as: GTC) contain the conditions of the use of the www.intuitashop.com website (hereinafter referred as: Website) by the user (hereinafter referred as: User).

Please carefully read this document before finalizing the order because with order finalization you agree to the contents of these Terms and Conditions! Should you have any questions regarding these Terms and Conditions, website manual, the process of purchase, certain products or or if you would like to discuss individual needs with us, so please contact our representative on the specified addresses!

The processing of Users' personal data is regulated in the Privacy Statement.

The technical information needed for the use of the Website, not included in the GTC shall be available on the Website.

Definitions

Parties: Seller and User together

Consumer: natural person acting outside of his/her profession, self-employed occupations or occupational spheres

Consumer contract: a contract which constitutes a consumer as one of the subjects

Webshop: <https://www.intuitashop.com> webshop which constitutes an instrument making communication possible between distance

Contract: a contract of sale between Seller and Buyer using the Webshop and email

Instrument making communication possible between distance: an instrument which is capable to make a contract statement – in favor of contracting – in the absence of parties. Such instruments are especially addressed or unaddressed printed matters, standard letters, ads published in press with order forms, catalogs, telephones, faxes, and facilities for online access

Contract bound by absent parties: a consumer contract in the frame of the distance selling scheme for the product or service in accordance with the contract which is

bound without parties being present at the same time in a way that contracting parties exclusively use instruments making communication possible between distance in favor of contracting

Product: every tangible, merchantable item marketed on the webshop that meant to be sold in the webshop supply which that forms the object of the contract

Enterprise: person acting within his/her profession, self-employed occupations or occupational spheres

Buyer: person making an offer or contracting through the Webshop

Warranty in the case of contracts between enterprise and consumer (hereinafter: consumer contract): obligatory warranty in accordance with the Civil Code as well as defined in separate legislation for consumer contracts

By using the Website, User notes and accepts the following:

1. Service provider

Name:	Paleandra Furniture Manufacturer and Interior Decoration Ltd. (Paleandra Kft.)
Registered seat:	Hungary, 1102 Budapest, Liget u 12/B. 1. em. 1.
Sales Premises:	Intuita Galéria: Hungary, 1056 Budapest, Váci u. 67. Intuita 2 Galéria: Hungary, 1056 Budapest, Váci u. 61
Name of representative:	Gergely Szabó managing director
Company registry no:	01-09-707729
Registered by:	Fővárosi Tövényészék as Company Court
VAT number:	12874828-2-42
Community Tax number:	HU12874828
Bank managing the bank account:	OTP Bank Nyrt.
Bank account number:	11795009-20004367-00000000
Phone number:	00 36 1 337-1248
E-mail:	intuitashop@intuitashop.com
Hosting provider:	Experience Budapest Kft.
Registered seat:	Hungary, 1103 Budapest, Farkasalma u. 8
Phone number:	00 36 1 215-143
E-mail:	info@expattech.com

2 Activities on the website

The aim of the Website is the retail selling and – upon request – door-to-door selling of custom made ornaments, jewellery, small value gems, clothing and decoration articles, and other products prepared for clothing and decoration purposes for the purchasers.

3 Terms and conditions of use

3.1 Conditions of use

3.1.1 The contents of the Website is available for all Users.

3.1.2 User shall ensure not to infringe, either directly or indirectly, the rights of third persons or the laws in the course of using the Website.

3.1.3 Service Provider reserves the right to temporarily or permanently disable User's access to the service, or to suspend or delete User's registration, together with all related data, without a prior warning or notification, in case that User breaches the requirements of this Terms of Use or otherwise uses the service in a malicious manner.

3.1.4 The agreement between Service Provider and User based on this GTC shall be terminated, with the User deleting his/her registration or the Provider deleting User's registration.

3.2 Liability

3.2.1 The information available on the Website has been uploaded in good faith, however, these serve information purposes only and Service Provider does not undertake any liability for the accuracy, comprehensiveness of such information.

3.2.2 User may use the website exclusively at his/her own risk, and accepts that beyond liability for breach of contract caused willfully, by gross negligence or by a felony offense, or damaging life, physical integrity or health, Service Provider excludes all liability for any pecuniary or non-pecuniary damage incurred in the course of usage. Those cases indicated in section 4 shall be exceptions regarding this section,

the rules of that shall prevail according to the referred section and the provisions of other law.

3.2.3 Provider excludes all liability for the activities of Users of the Website. User bears sole responsibility for his/her own activities, in such cases Service Provider provides all cooperation and support to authorities to reveal the infringements.

3.2.4 The website of the service may contain links leading to other service providers' websites. Service Provider excludes all liability for the data processing practice, and other activities of such service providers.

3.2.5 Service Provider is entitled, but not obliged to monitor the contents made available by the Users, if any, in the course of using the website. In respect of the contents published, the Service Provider is entitled, but not obliged to search for indications of unlawful activities.

3.2.6 Due to the global character of the Internet, User undertakes to proceed in compliance with the provisions of all applicable national measures in the course of using the website. If any activity related to using the website is not permitted according to the laws of User's country, User shall exclusively bear responsibility for such usage.

3.2.7 Should the User become aware of any questionable contents on the website, he/she shall promptly notify the Service Provider. If the Service Provider, in its good faith procedure finds such a notification well-grounded, it is entitled to promptly delete or modify the information in question.

3.2.8 Correction of data entry errors - responsibility for validity of provided information

Before order finalization You have the opportunity to modify data provided by You by clicking "Edit personal data". Please note that it is your responsibility that you provide accurate information, as the product is billed and delivered based on the data provided by you. With the order you acknowledge that Seller is entitled to pass on to you any damages and costs of your erroneous data entry or inaccurate information provided by you. Seller is not liable for the completion of delivery based on inaccurate data entry. Please note that ill-defined email address or the saturation of storage for the mailbox may result in the lack of confirmation and may prevent the conclusion of the contract.

3.2.9 Procedure in case of erroneous prices

It is possible that - for example due to a technical error - wrong price is listed on the website. In case of wrong prices we are unable to accept your order (Your offer) and

we have no obligation to sell the products at defective rates. In case of incorrect bidding price a contract is not established with us. If you do a wrong price offer, the system automatically confirms it however, this does not constitute acceptance of the offer on our part. In case of incorrect bidding price by you (offer) an employee of the Seller draws your attention to the right price and offers a contract for the right prices. You have no obligation to accept the offer and make a contract of the contract for the right price offered to you by the employee of the Seller. In this case a contract does not occur between the parties.

3.3 Copyright

3.3.1 The Website falls under copyright protection. LXXVI of 1999 on copyright. Act (hereinafter. Copyright Act) pursuant to §1 (1) of the Web site constitutes copyright work, including all parts is copyrighted. Service Provider is the copyright holder or the authorized user of all contents displayed on the website and in the course of providing the services accessible via the website: any copyrighted works or other intellectual property (including, among others all graphics and other materials, the layout, the structure of the surface of website, the software and other solutions, ideas, implementations used).

3.4 Miscellaneous Provisions

3.4.1 Service Provider reserves the right to make any amendments, corrections on the website at any time and in any manner, without a prior warning. Furthermore, Service Provider reserves the right to relocate the website to under another domain name.

3.4.2 Severability, code of conduct

If any of the Terms and Conditions are legally deficient or ineffective, the other parts of the contract remains valid and in place of the ineffective or defective parts to the applicable provisions are valid.

The seller has no code of conduct under the Act on the prohibition of unfair commercial practices against consumers.

4 Purchase through the Website

4.1 Registration

4.1.1 Registration is not a condition to purchase on the website.

4.2 Order

4.2.1 User can place an order for products on the Website. User can get information on the detailed features of the product to be ordered, its price, the estimated cost of delivery, its term, and its conditions after clicking to the name or image of the product. Product information on the website is informative! Images are sometimes illustrations, colors do not always correspond to reality!

4.2.2 User can pick the product to be ordered by clicking to the link „Add to cart” which can be found at the surface containing information on the features of the product, and he/she can establish the list of the products, he/she wishes to order. (Cart)

4.2.3 After clicking to the cart icon on the surface showing the content of the Cart, a surface shall appear summing up the order of the User, where User can check if the order is proper and he/she shall receive information on the total expected price of the order without the price of shipping. User can modify his order on this surface.

4.2.4 **/Step 1: Choose the best shipping type/** User can select from the drop-down menu the area of where he/she would like her order to be delivered, the preferred way of delivery on the summerizing surface appearing after clicking to the link „Checkout” with clicking under his /her chosen shipping method: "Choose this!". At this time an estimated cost of shipping is added to the cart and it is summerized with the price of order at the bottom of the page. User can step forward with clicking "Next" button on the bottom right of the page.

4.2.5 **/Step 2: Enter your personal data for billing/** User can give his/her personal data which is needed to complete his/her order, as for contact, shipping and delivery on this surface. User can read general terms and condition by clicking to the link on the bottom of the page and he/she must accept it in order to be able to continue shopping and move forward by ticking the field dedicated to this. After that he/she can click to the button "Continue" to reach the next page.

4.2.6 **/Step 3: Verify and complete your order/** User may check his/her address, billing and order once again. In case of a fault user may go back to previous pages by clicking "Edit personal data" on the left bottom of the page. If user finds that everything is correct, he/she can finish the order by clicking "Complete order".

4.3 Validity period, confirmation

4.3.1 Service Provider shall confirm the receipt of the offer sent at the latest within 48 hours after the receipt of the offer via an automatic confirmation email to the User, which confirmation email shall contain the data supplied by the User at the purchase, data of the ordered items and the date of the order. This confirmation email shall not qualify the acceptance of the offer of the User by the Service Provider, valid contract shall not come to exist at this time. If you would notice, that in the automated confirmation e-mail notification your data is included mistakenly (eg name, shipping address, phone number, etc.), then you're responsible for that fact - with us immediately communicated by e-mail - the correct data entering at the same time. If you do not receive an automatic confirmation e-mail within 2 hours of the order please contact us because it is possible that our system has not received orders for technical reasons.

4.3.2 If the confirmation arrives to the User within 2 hours after the receipt of the offer, the validity period of the offer of the User shall be extended with 2 hours from the receipt of this confirmation, in which term the time of the bank holidays shall be disregarded. In the meaning of this GTC holidays shall be the bank holidays stated in the Act XXII of 1992 on the Labour Code, Saturday and Sunday.

4.3.3 Taking into account the genuinity of the products offered on the Website, Service Provider reserves the right to reject an order, or parts of an order, placed by the User. Service Provider shall inform User of the rejection of an order via e-mail.

4.3.4 Shall the order have not been explicitly refused by Service Provider, set under section 4.3.3, Service Provider shall be entitled to send an informative e-mail to User concerning the obtainability of the ordered product.

4.4 Effect of the Contract

4.4.1 Service Provider shall accept the offer of the User via an individual acceptance email, in which he shall inform the User on the effect of the contract, the

way of payment, and the expectable time of delivery. The contract shall come into effect by the time of the receipt of the email of the Service Provider accepting the offer. The conclusion of the contract shall only be possible in Hungarian and in English.

4.4.2 Taking into account the genuinity of the products offered on the Website, Service Provider reserves the right to reject an order placed by the User, if User fails to pay the full purchase price of the product to Service Provider within 8 days after the contract have been concluded.

4.5 Payment

4.5.1 **In cash at the reception of the product at the sales premises.** If the payment at the reception of the product at the sales premises is chosen, User shall pay the purchase price of the product in cash to the Service Provider or to his agent. Cash payment shall only take place in Hungarian forint (HUF), US Dollars (USD), or in Euros (EUR). User shall be entitled to receive the product after the payment.

4.5.2 **Advance payment to bank account.** User shall pay the price of the products ordered before their delivery and reception to Service Provider's bank account nr. 11795009-20004367-00000000 at OTP Bank Nyrt. via wire transfer. In case of advance payment User shall be entitled to receive the product ordered only after the credit of the transfer. In case of delivery Your order is mailed the following working day that when Your payment is credited at earliest. Reference is credited to the day when the amount arrives in our account. This is not necessarily the same as when your bank to indicate the transfer has taken place.

4.5.3 **Payment in advance via PayPal.** User shall pay the price of the products ordered before their delivery and reception to Service Provider's PayPal Account via PayPal transfer. In case of advance payment User shall be entitled to receive the product ordered only after the credit of the transfer.

PayPal is available in more than 200 countries at the disposal of customers; it is a simple and safe payment method.

PayPal has many advantages, which are: easier and quicker to make a purchase while the financial information of the customer remain safe:

An email with a password. That's all you need to pay or transfer money through

PayPal.

To make a payment it is not necessary to send money to your PayPal account. It is sufficient that You assign Your credit card with your PayPal account, in fact, it is enough just once, do it in the beginning.

PayPal is a world-renowned payment, a guarantee of secure transactions with which you may pay the price of your purchase in 26 kinds of currencies on the Internet.

4.5.4 Completion date

The overall completion date for confirmed orders by email that are on stock is the up to 10 days from the date the cost compensation's arrival on the Seller's account. The deadline for pre-ordered products that are not in stock is variable, Seller informs Buyer of these dates in all cases in writing who has the right to rescind the purchase intention in case of any improper delivery time however, if he/she accepts it, the contract is made. The delivery time is indicative, deviations in all cases are indicated via e-mail. Acceptance of these Terms and Conditions, you acknowledge that due to the specified delivery time is exceeded, the Seller's liability is expressly excluded.

4.5.5 **Invoice.** Service Provider shall give an invoice to User certifying the payment at the latest at the takeover of the products ordered by the User.

4.6 Reception

4.6.1 **Reception in person.** User shall receive the ordered product in person at the sales premises of Service Provider indicated under section 1. Service Provider shall notify User of the soonest date of the reception of the product via phone or email. The reception in person may take place on working days and on Saturdays between 10 am - 6 pm.

4.6.2 **Reception from courier with cash payment on delivery.** If User chooses the postal or FedEx delivery, Service Provider shall undertake to deliver the ordered product to the delivery address given by the User, for which the Service Provider shall be entitled to use and auxiliary.

4.7 Filing of the contract

4.7.1 The contract concluded through the Website shall not be deemed a written one, Service Provider shall not file that.

5 Right of withdrawal

5.1 User shall be entitled to withdraw from the sale and purchase within 14 days after the takeover of the product without reasoning. His declaration of withdrawal may be disclosed to Service Provider via the phone number, postal or email address indicated among the Service Provider's data. In this case the purchase price of the product shall be reimbursed by the Service Provider to User without delay but at the latest within 14 days after the disclosure of the withdrawal.

5.2 The withdrawal in writing shall be deemed enforced within the deadline, if the User sends his declaration before the expiration of the deadline.

5.3 User shall only exercise his right of withdrawal without reasoning within 3 months after the takeover of the product.

5.4 User hereby acknowledges that he cannot exercise his right of withdrawal in the cases below:

I) in case of a contract with the scope of supplying service, if the Service Provider has already begun the performance before the expiration of the 14 days' withdrawal period with the consent of the User;

II) in case of sale of a products or supply of services the price of which is dependent on fluctuations in the financial market which cannot be controlled by the supplier,

III) sale of a product, which is bounded to the person of the User, or which was produced according to the orders of the User or for his expressed request, or which cannot be returned or which is deteriorating quickly by its nature;

IV) in case of a contract on the copy of a sound or image recording or computer software, if the packing has been disrupted by the User;

V) in case of a contract on the distribution of newspapers or periodicals;

VI) in case of a gaming contract.

5.5 In case of withdrawal the costs of the return of the product shall be charged to the User, furthermore Service Provider shall be entitled to claim from the User the compensation of his damage coming from the improper use of the product. Besides the above no other costs shall be charged to the User in connection to the withdrawal.

5.6 In case, if the Service Provider performs with a substituting product specified in section 6 (guarantee and warranty) instead of the contractual product, in case of withdrawal the costs of the return of the product shall be charged to the Service Provider.

5.7 If the contract has become concluded between User and Service Provider in another way than those specified in section 4, User shall not be entitled to exercise his right of withdrawal stated in this section.

5.8 The stipulations of this section shall only be effective in case of Users concluding contracts exclusively of a purpose outside the scope of their business or professional activity (consumers).

6 Guarantee and warranty

6.1 Warranty

6.1.1 User shall be obliged to notify Service Provider of his claim related to the defect and his warranty claim right after the recognition of the defect, as soon as possible. If User does not announce his claim within 2 months after the recognition of the defect, he shall be liable for the damage coming from that.

6.2 Enforcement of the warranty claims

6.2.1 **Notification.** User can notify Service Provider of his warranty claims through one of the contacts given in section 1.

6.2.2 **Place of repairs.** User shall be entitled to have the product repaired by the Service Provider or his agent, by presenting the invoice received at the reception of the product, within the scope of the warranty rights in the sales premises of the Service Provider.

7 Possibilities of Enforcement of rights

7.1 Place of the settlement of complaints

User shall present his consumer complaints related to the product or the activity of the Service Provider contacting the following way:

Mailing address: Paleandra Kft., Intuita galéria
Váci u. 61
1056 Budapest, Hungary
Phone number: 00 36 1 337-1248
E-mail: intuitashop@intuitashop.com

7.2 Way of settlement of complaints

Service Provider shall respond to the User's complaint on the merits at the latest within 48 hours after submitting a consumer complaint against the product or the activity of the Service Provider to the contact details indicated in section 7.1. – from which deadline the time of the holidays according to the GTC shall be excluded – indicating the possible place of the enforcement of rights, its ways and the deadlines of that in case of the possible enforcement of rights.

7.3 Time of settlement of complaints

Service Provider shall receive the complaints submitted by the User at the direct contacts indicated in section 7.1. on weekdays between 10 and 18 o'clock.

7.4 Other possibilities of enforcement of rights

If the legal dispute regarding consumer rights between Service Provider and User shall not be closed in the course of the negotiation with the Service Provider, the following possibilities of enforcement of rights shall be available for User:

- Submission of complaint at the authorities of consumer protection;

If you notice any violation of consumer rights of the consumer, the complaint shall be entitled to request the competent authority of the place of residence of consumer protection. Following a complaint to the authority, the authority is to decide on the conduct of the consumer process. The consumer protection authority of first instance shall be provided by relevant district offices, according to the consumer's residence, they are listed at <http://jarasinfo.gov.hu/>

- Starting the procedure of the Conciliatory Body;

Please be advised that your customer can lodge a complaint against us. If your consumer complaint is rejected, then you are entitled to apply for your residence or place of stay of competent Arbitration Board: Procedure for initiating the arbitration board on condition that the consumer directly to the undertaking concerned to attempt to dispute settlement. Competent arbitration board indicated in the consumer application instead of the competent body - at the request of the consumer to do so - in the process.

The jurisdiction of the arbitration board is to settle consumer disputes outside of court. The arbitration board is responsible for trying to make arrangements for the settlement of consumer disputes between the parties, if this is unsuccessful, the case make a decision in order to ensure easy, fast, efficient and cost-effective enforcement of consumer rights. The arbitration board shall, at the request of the consumer or business advice on the obligations imposed on consumers' rights and the consumer.

The arbitration board procedure starts at the consumer's request. The application must be submitted in writing to the Chairman of the arbitration board: via the literacy requirement for mail, telegraph, teletypewriter, or by fax, as well as any pursue other means may be satisfied that allows permanent storage of the purposes of the appropriate period of time the recipient to store information addressed to him and displaying the data stored in unaltered form and content.

The application must include

1. the consumer's name, place of residence
2. The companies involved in consumer dispute the name, registered office or place of business shall,
3. Designation of board requested instead of the competent arbitration board of authority at the request of customer
4. brief description of the consumer's position, the underlying facts and the evidence thereof,
5. the consumer's statement that the consumer, the undertaking concerned directly attempted to dispute settlement
6. a statement by the consumer for that matter other arbitration board did not initiate the procedure, mediation procedure did not start, application, administration or application to put forward for the issuance of an order for payment has been made,
7. a motion for the board's decision,
8. signature of the consumer.

The application shall be accompanied by the certificate or a copy thereof (extract), whose content the consumer as evidence refers, in particular, the written statement of the firm's complaint rejection, failing which other written evidence of the

consumer at its disposal the required reconciliation to attempt.

If the consumer is acting by proxy, it shall be accompanied by a power of attorney.

The Arbitration Board Miscellaneous more information is available at:

<http://www.bekeltetes.hu>

The Arbitration Board more territorial jurisdiction Miscellaneous information is available at: <http://www.bekeltetes.hu/index.php?id=testuletek>

- initiate Lawsuit proceedings

Customer is entitled to claim from the consumer legal dispute before the court in civil proceedings to enforce the law on the 2013 Civil Code V and III of 1952 on Civil Procedure. According to provisions of the Act.

- Online dispute resolution platform

The European Commission has created a website where consumers may register so will have an opportunity through this to settle disputes related to online purchases through filling out an application, avoiding the judicial process. This way, consumers can enforce their rights without, for example, the distance would prevent them from doing so.

If you want to make a connection with the product or service purchased online complaint and would definitely not go to court, you can use the online dispute resolution tool.

On the portal you and the dealer, who you filed a complaint against jointly select the handling of complaints Dispute Settlement Body to be trusted.

The ODR platform is available at:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

8 The unilateral amendment of the General Terms and Conditions

8.1 Service Provider shall be entitled to amend the General Terms and Conditions unilaterally in case of the prior notification of the users. The amended conditions shall become effective after their coming into effect by the first occasion of the use of the Website in regard of the User, concerning the following orders.

8.2 This General Terms and Conditions shall enter into force on: 2010. 03. 06.