

General Terms and Conditions

The General Terms and Conditions of Service (“GTC”) contain the general terms and conditions for the use of the website <https://ferencbalint.com> operated by Ferenc Bálint sole proprietor (registered office: 1122 Budapest, Krisztina krt. 27. 3/35.) Please use our services only if you agree with all its points and consider it binding on you. The scope of the GTC extends to all Users of the website (hereinafter “User”, “Buyer”, “Consumer”), especially if the User enters into a contract with the Service Provider to order a product. This document is not filed, it is concluded only in electronic form (it does not qualify as a written contract), it does not refer to a code of conduct.

Service provider details

Name of the service provider: Ferenc Bálint sole proprietor

The service provider's registered office: Hungary, 1122 Budapest, Krisztina körút 27. 3th floor, apartment No. 35.

Contact details of the service provider, regularly used e-mail address for contacting users: info@ferencbalint.com

Registration number: 55380649

Tax number: 56705447-1

EU VAT Number: HU56705447

Name of the registration authority: Central Administration of the Hungarian National Tax and Customs Administration

Phone number: +36303050028

Possible languages of the contract: Hungarian, English

Hosting provider details: Shopify International Limited, 2nd Floor Victoria Buildings, 1-2 Haddington Road, Dublin 4, D04 XN32, Ireland, VAT number IE 3347697KH, registration number 560279 <https://shopify.com>

Basic provisions

1.1. Matters not regulated in these Regulations and the interpretation of these Regulations shall be governed according to Hungarian law, in particular Act V of 2013 on the Civil Code (“Civil Code”) and certain provisions on electronic commerce services and information society services, and relevant provisions of Act CVIII of 2001. The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.

1.2. These General Terms and Conditions shall apply from 8 December 2020 until revoked or amended.

1.3. The content of the website and the products that can be purchased through it are protected by copyright. The products and works of art on the website are owned by sole proprietor Ferenc Bálint. The owner does not consent to the further communication of the content on the website in any form. It is also forbidden to change or republish them. The owner reserves all rights in these communications and, if necessary, enforces his rights in court.

1.4. Availability: Products purchased through the Website are available to the Buyer to use for their own purposes after paying the purchase price and shipment fee of the items to the sole proprietor. Reproduction, distribution, adaptation or exhibition of the purchased product or works of art is prohibited without the explicit written permission of the creator/ sole proprietor. The copyright of the products and works of art belongs to the creator/sole proprietor. The interpretation of copyright is governed by Hungarian law, with special regard to Act LXXXVI of 1999. Copyright Act.

Privacy Policy

1.5. Our privacy policy can be accessed and downloaded from our website by clicking on the "Privacy policy" menu item.

Range of products and services available for purchase

1.6. The Service Provider primarily sells works of fine art and self-made works on its website (in other cases, the creator of the works is clearly indicated). The artist signed the works of fine art in a prominent place. Part of the completion of the purchase is the issuance of a document certifying the authenticity to the Customer, which the Service Provider sends electronically to the Customer to the email address provided at the time of purchase.

The products distributed on the website are currently: oil and acrylic paintings on canvas or fibreboard, paper-based gouache / tempera paintings, oil pastel paintings, prints, prints, screen prints, pen drawings, ink drawings, small sculptures. On the product page of the product / works of art, the most important information (substrate material, technique, size, year of production, optional short description of the piece) is always included. Before buying, please evaluate your options based on these, contact us if necessary, we will be happy to help. The paintings are framed in some cases, the Buyer can find out about these on the product pages. In case that the work of art has a frame, the Service Provider will also provide a framed product image.

Paintings made on canvas are in most cases stretched on a blind frame. In the case of larger canvas paintings, in order to reduce the shipping cost, the Service Provider gives the Customer the opportunity to purchase these works of art rolled-up without a blind frame. In this case, the Buyer must provide a blind frame that fits exactly to the size of the artwork and is to make sure of the professional stretching of the artwork to frame. The Service Provider draws attention to the fact that the Customer should only entrust this process to a professional. The Service Provider shall not be liable for damages resulting from re-stretching. At present, the products and works of art on the website can only be purchased online, but it is possible to pick them up in person at the Service Provider's headquarters. Personal reception must be selected in the delivery settings section of the purchase process.

The Service Provider operates in the form of a tax-free, low-tax individual business, therefore the price of its products is VAT-free. The price of the products does not include shipping and packaging fees. Shipping and packaging fees are clearly displayed as part of the purchase process depending on the Buyer's choice. It is also possible to find out about shipping and packaging fees in advance by clicking on the Shipping Information menu item and as detailed in section 1.7. If you have any further questions in this regard before finalizing your order, please contact us at our contact details.

1.7. The prices shown next to the products are in US Dollars (USD), which could be converted by the Customer to the currencies displayed below by using the currency converter located in the top menu bar. At the end of the checkout process, the purchase will be charged in US Dollars (USD). The service provider (sole proprietor Ferenc Bálint) is a tax-exempt sole proprietor, therefore the products sold by him are not subject to VAT (within the limits set by the VAT Act), the prices are gross prices.

In addition to the price of the products purchased, the Buyer must pay a shipping fee, which includes the cost of packaging and shipping. The service provider performs the transport tasks with its contracted partner carrier company UPS Magyarország Kft.. Delivery charges are set in accordance with the current tariff of UPS Magyarország Kft. The shipping fee depends on the size and weight of the product chosen for purchase. A preliminary calculation of the shipping fee can be obtained by the buyer if he has placed one or more products in the cart. By clicking on the cart and then the truck ("Estimate shipping") icon in the bar below the product and entering the country and ZIP code of the delivery destination, the estimated shipping fee is being calculated and displayed. The exact and final delivery fee may differ from the preliminary calculation depending on the chosen delivery method. You can choose from different delivery methods as part of the checkout process. For more information on modes of transport, see point 1.11.

On the website, the Service Provider indicates the name and description of the products in detail and displays a photo of the products. The website also functions as an artist portfolio, therefore certain products and works of art cannot be purchased, these are clearly indicated by the Service Provider and the User does not have the opportunity to add these products to the basket, and the purchase price of these products is zero. The images shown on the product data sheets may differ from the actual ones, in some cases as illustrations.

1.8. If a special discount price is introduced, the Service Provider will fully inform the Users about the duration of the special offer. Service provider reserves the right to change the price.

Purchase Order Process

1.9. Order process: On the website operated by the Service Provider the Customer can choose between carrying out a purchase as a Registered User or as a Guest without preliminary registration. Registration is not an obligatory pre-condition of purchase. As an indication of intention to purchase, the User adds the selected product to the shopping cart by clicking the "Add to Cart" button. The products of the Service Provider are mostly unique, original, single piece products, so the number of these products cannot be specified. In the case of printed reproductions of original artworks the number of pieces to be purchased can be clearly specified by the Buyer. By default 1 product is specified for these products. After placing the item in the shopping cart, the Customer can either continue browsing on the site

for more items or click on the Cart button to start closing the purchase by clicking on the "Check out" button. The mandatory precondition of going through the Checkout process is to read and accept the General Terms and Conditions of Service, which can be done by the Customer by reading and ticking the "I agree with the General Terms and Conditions of Service" button. The Checkout process will then begin. At this point, the Customer can register a User Profile or take further steps as a Guest. The next step for the Customer is to provide their required personal data. The Service Provider only requests personal data from the Customer that is absolutely necessary to successfully fulfill the order. For information on data management, see the Privacy Policy section. After providing the personal data necessary for the execution of the purchase and shipping, the Buyer can choose a payment solution from the following options: Paypal, credit card payment - Visa, Mastercard, Maestro or American Express card, Apple Pay) and a shipping method. The customer can find out about the differences between the shipping methods in the menu item "Shipping information". During these steps of the purchase, the Buyer has the option to modify the products he wants to buy, delete a product or withdraw. The withdrawal does not automatically delete the contents of the cart. The payment process takes place on the securely certified interface of the Service Provider, the Service Provider does not have access to the provided card data. When choosing Paypal payment, the Customer will make the payment by entering their own Paypal account, or the Customer has the option to pay with their own card details as part of Paypal Checkout without a Paypal account. The other financial service provider that helps during the checkout process is Stripe, by the help of which the Customer can pay with a credit card (VISA, MasterCard, American Express, Maestro) or Apple Pay. For more detailed information on payment methods, click on the Payment Solutions menu item, or section 1.11 of this GTC.

In the Checkout process, after the Customer enters the requested information absolutely necessary to fulfill the order ("Information"), they select the delivery method in the "Shipping" section, then they can choose the payment method ("Payment") and enter the necessary information to initiate the payment. In all three phases, the Customer has the option to check or modify their data and, if necessary, return to an earlier phase. When the Customer finds all the settings suitable and correct, at the end of the "Payment" process, by clicking on the "Review order" button, you will receive a summary of the product you want to buy and its price, the chosen delivery method and costs, contact details, delivery address, selected payment method, by clicking on the "Change" buttons, the selected preferences can be changed. Once the Customer finds everything suitable, they must click on the "Pay now" button. With this move and the prior acceptance of the GTC and the availability of the order confirmation, the contract is concluded between the Service Provider and the Buyer, which is an obligation for both parties. The Customer undertakes to pay the undertaken amount to the Service Provider, and the Service Provider undertakes to transfer the ordered product and its ownership to the Customer in accordance with the provisions of these GTC.

The e-commerce contract is concluded between the parties when the post-order feedback sent by the Service Provider contains the Customer's name, address, order number, the price of the ordered product, other costs and all relevant data of the order.

1.10. The Service Provider is not responsible for any errors in the content of the website, this applies to any errors that may occur in the price of the products. The Service Provider is not obliged to fulfill the order placed at an erroneous purchase price discovered afterwards, it may modify it in consultation with the User. Both parties then have the option of withdrawing from the contract or subsequently concluding the amended terms for the product concerned.

The Buyer is obliged to make sure of the correctness of the data and information provided by him when ordering, to notify the Service Provider of the change in this before the start of the

delivery, because the Service Provider cannot be held liable for damages resulting from incorrect data. For more information, see section 1.9.

1.11. Description of payment options, invoicing, delivery methods

The following payment options are available on the Service Provider's website:

- Paypal – using the Customer's own account or by creating a new account
- Credit card payment using the secure systems of Paypal or Stripe with the following card types: Visa, Mastercard, American Express, Maestro

If the Customer uses Paypal for credit card payments, it is not mandatory to use their own Paypal account, and they can carry out a credit card payment through Paypal without owning a personal Paypal account. These terms and conditions are also valid and relevant also in the case of using the financial service system of Stripe.

The Service Provider's obligation to provide invoices related to the products and services of the Service Provider is being fulfilled by an electronic invoice, which is sent to the given e-mail address after the payment is received! The invoice is electronically signed and time-stamped, so it complies with the legal requirements of the Hungarian VAT Act and other decrees.

The natural or legal person receiving the electronic invoice does not need to make any investment to accept the invoice and verify its authenticity. Electronic invoices are issued in pdf format, so they can be easily displayed with a suitable program, e.g. using the popular and free Adobe Reader software. This software is also suitable for checking the authenticity of the account. The use of the electronic invoice is an accepted and secure method of invoicing, the Service Provider is obliged to ensure its proper preservation and storage for 8 years from the date of issue.

Delivery methods:

The Service Provider fulfills the shipping of the ordered items through UPS Magyarország Kft. The list of available countries can be viewed on the page of UPS Magyarország Kft. Up to six types of delivery are being provided by UPS Services, but their availability may vary according to the destination country. After entering the delivery address, the User can choose from the available shipping methods in the Shipping section of the Checkout process. Here in addition to the given delivery method, the exact delivery fee is being displayed as a gross payable fee. After choosing the desired way of shipment the shipment fee is added to the product price, making the total amount payable visible ("Total").

Currently delivery is free of charge to all addresses to which the Service Provider's contractual partner can deliver. Therefore delivery methods cannot be selected, but they are determined by the Service Provider in the most appropriate way. Should the Buyer have any special requests in connection with the delivery, they should indicate that in the 'Comments' section of the purchase process or contact our customer service. In case of a request related to a method of delivery that is different from the one offered by the Service Provider, all additional costs shall be borne by the Buyer.

The following modes of transportation are available as an option depending on the location of the destination country. The delivery time is shown in brackets. Delivery time is the amount

of time between the courier receiving the packed product from the Service provider and delivering it to the Customer. Neither the service provider nor the shipping company can undertake a guarantee for the following calculated shipment times, these are for information only:

- UPS Access Point® Economy (Hungary only)
- UPS Express® (1-3 business days - Delivery by 10:30 or noon)
- UPS Worldwide Express Plus® (1-3 business days - Delivery by 10:30 or noon)
- UPS Worldwide Saver® (1-5 business days - Delivery by 14:00 or end of day, depending on destination zip code)
- UPS® Expedited (2-5 business days - End of day delivery)
- UPS® Standard (Delivery date, no later than the scheduled date)

1.12. The web store of the Service Provider is obliged to immediately provide order confirmation to the Customer via e-mail. If this confirmation is not received by the customer within the expected time of sending the order, but no later than within 48 hours, depending on the nature of the service, the customer is released from the obligation to make an offer or contract. An order and its confirmation shall be deemed to have been received by the service provider or the user when it becomes available to him. The parties may deviate from the above rules upon prior agreement.

Order processing and fulfillment

1.13. The order will be processed within a maximum of two working days (48 hours) after receiving the total amount of payment (product price and shipment fee). Within a maximum of two working days (48 hours) the packaged ordered items are being handed over to the shipping service company. The contracted shipment company calculates its different delivery methods within the timeframe of 5 working days for delivery, therefore the Service provider calculates with a timeframe of seven working days for delivery, including the two days (48 hours) of delivery processing time, starting from the arrival of the payment to the bank account of the Service Provider. The Service Provider draws attention to the fact that this shipping time is an approximate calculation, not to be used to claim responsibility for the activities of the transport company, and other factors that may cause any deviation from the calculated timeframe of approximate shipping time (eg. customs clearance).

1.14. General delivery deadline is within 7 working days from the confirmation and the arrival of payment from the Buyer to the bank account of the Service provider. If the Service Provider and the Buyer have not agreed on the date of order fulfillment, the Service Provider is obliged to perform according to the contract at the time or within the time specified in the Buyer's request, or no later than thirty days from the receipt of the order by the Service Provider.

1.15. If the Service Provider fails to fulfill its obligations under the contract because the product specified in the contract is not available, the Service provider is obliged to inform the Buyer immediately and to refund the amount paid by the Buyer on the shortest notice, but no later than within thirty days. Fulfillment of this obligation does not release the Service Provider from other consequences of its breach of contract.

Withdrawal or Termination

1.16. The Buyer has the right to withdraw from this contract without giving any reason within 14 days. Similarly, if the performance of the contract has begun in the case of a contract for the provision of the service, the Buyer is entitled to terminate the contract without giving reasons within 14 days.

The withdrawal / termination period expires 14 days from the date on which the Buyer or a third party other than the carrier designated by the Customer receives the product.

If the Buyer wishes to exercise his right of withdrawal / termination, he must send a clear statement of his intention to withdraw / terminate (for example, by post, fax or electronic mail) to the following address: Budapest 1122 Krisztina krt. 27. 3. em. 35. a email: info@ferencbalint.com. They can also use the attached model withdrawal / termination statement for this purpose.

You will exercise your right of withdrawal / cancellation within the deadline if you send your notice of withdrawal / cancellation before the expiry of the deadline indicated above.

1.17. Legal effects of withdrawal / termination

If the Buyer withdraws from this contract, the Service Provider is to provide immediate refund, but no later than 14 days from the receipt of the Buyer's statement of withdrawal. The Service Provider is to refund all consideration paid by the Buyer, including shipment costs (except for additional costs occurring if the Buyer has chosen a different shipping method other than the cheapest standard mode of transport offered by the Service Provider.) The refund will be made using the same method of payment as the one used in the original transaction, unless the Buyer expressly consents to the use of another method of payment; the Buyer shall not incur any additional costs as a result of the application of this refund method.

We may withhold a refund until we have received the product back or you have confirmed that you have returned it: the earlier of the two dates must be taken into account.

If the consumer has received a product under the contract, the Buyer is obliged to return or hand over the product to us without undue delay, but no later than within 14 days from the notification of his statement of withdrawal. The deadline is considered to have been met if you send the product before the 14-day deadline. The direct cost of returning the product is borne by the Buyer. The maximum estimated amount of these costs is \$ 400 (USD) (depending on the Buyer's place of residence).

The buyer can only be held liable for the depreciation of the product if it has occurred due to use in excess of that required to determine the nature, characteristics and functioning of the product.

Warranty

1.18. Our products are mainly works of art, please protect the purchased products from exposure to direct heat and direct long-term sunlight and do not store it in a room with high humidity, as these effects can damage the properties of the product in a relatively short time.

Supplies warranty: In the event of incorrect performance of the Service Provider, the consumer may exercise his right to supplies warranty. In this case, the Consumer may request the repair or replacement of the given product, even if the defect was discovered by the Consumer within 6 months after the purchase. The right holder is obliged to notify the debtor of the error without delay after the discovery of the error. The supply warranty claim expires within one year of performance. The costs related to the fulfillment of the warranty obligation shall be borne by the debtor.

In case of defective performance, problem, complaint, please contact the Customer at our customer service contacts.

-Support warranty

In the event of faulty performance of a sole proprietorship by Ferenc Bálint, the buyer may assert a claim for a warranty against the company in accordance with the rules of the Hungarian National Civil Code.

The customer can choose from the following warranty claims:

Customer may request a repair or replacement, unless it is impossible to meet the demand chosen by the Customer or it would entail a disproportionate additional cost for the business compared to the fulfillment of another demand. If the repair or replacement has not been requested or could not be requested, the Buyer may request a proportionate reduction of the consideration or the defect at the expense of the business.

The Buyer may transfer from the chosen warranty right to another, however, the cost of the transfer shall be borne by the Buyer, unless it was justified or given a reason by the company.

Buyer is obliged to report the defect immediately after its discovery, but not later than within two months from the discovery of the defect. At the same time, we would like to draw the Buyer's attention to the fact that beyond the limitation period of two years from the performance of the contract, he may no longer exercise his warranty rights for supplies. In the case of second-hand goods, this period shall not exceed one year.

Buyer can assert his supply warranty claim against the company.

Within six months from the performance, there are no other conditions for the validation of the Buyer's warranty claim in addition to the notification of the error, if the Buyer proves that the product or service was provided by a private contractor Ferenc Bálint. However, six months after the performance, the Buyer shall prove that the defect recognized by the Buyer already existed at the time of performance.

-Product warranty

In the event of a defect in a movable object (product), the Buyer may, at his option, enforce the right or product warranty claim specified in clause 1.

As a product warranty claim, the Customer may only request the repair or replacement of the defective product.

A product is defective if it does not meet the quality requirements in force at the time of placing on the market or if it does not have the characteristics specified by the manufacturer.

The Customer may assert his product warranty claim within two years of the product being placed on the market by the manufacturer. At the end of this period, you will lose this right. You can only claim your product warranty against the manufacturer or distributor of the movable property. The defect of the product must be proven by the Buyer in the event of a product warranty claim.

The manufacturer (distributor) is only released from its product warranty obligation if he can prove that:

the product was not manufactured or marketed in the course of his non – business related activities, or

the defect was not recognizable in the light of current scientific and technical knowledge at the time of placing on the market, or

- the defect of the product results from the application of legislation or a mandatory official regulation.

It is sufficient for the manufacturer (distributor) to prove one reason for the exemption.

We would like to draw the Customer's attention to the fact that due to the same error, you cannot enforce a warranty claim and a product warranty claim at the same time. However, if your product warranty claim is successfully enforced, you can assert your warranty claim against the manufacturer for the replaced product or repaired part.

In matters of supply and product warranty, Act V of 2013 [Civil Code] and relevant parts of the Act 151/2003. of the Hungarian Government Decree shall apply.

Complaint handling

1.19. The webshop is obliged to inform the consumer about its registered office, the place of complaint handling - if it does not correspond to the place of distribution or sale - and the method adapted to the specifics of the activity, commercial form or method. The webshop is also obliged to provide information about its customer care and grievance handling channels such as its mailing address, e-mail address, website address and telephone number.

The Customer, User, Buyer may issue complaints by sending a letter or an e-mail to the following addresses or by calling the following telephone number:

Address: Bálint Ferenc e.v., Budapest 1122, Krisztina krt. 27. 3. em. 35. a

E-mail: info@ferencbalint.com

Phone: +36303050028

In case of a complaint, please provide the order number for easier identification. We will investigate and respond to your complaint within 5 working days at the latest, and we will remedy the problem as much as possible. If the User does not agree with the answers, he can turn to the following supervisory bodies:

competent consumer protection authority (more information:
<https://fogyasztovedelem.kormany.hu/>)

-compulsory information according to law, non-mandatory publication of data: consumer protection authority or the Hungarian Competition Authority, if the omission is suitable for the material influence of economic competition (more: www.gvh.hu)

-in case of violation of the rules related to electronic advertising: National Communications Authority (nmhh.hu)

-the quality of the product, the enforcement of warranty rights, consumer information and complaint handling are monitored by the competent consumer protection authority;

The Consumer may initiate the mediation of the conciliation body according to the registered office of the Service Provider in case of a complaint. The competence of the Conciliation Board extends to the out-of-court settlement of consumer disputes between the Consumer and the Service Provider.

The seat of the Budapest Conciliation Board: 1016 Budapest, Krisztina krt. 99. III. em. 310.

Mailing address: 1253 Budapest, Pf .: 10.

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

Website: <https://bekeltet.bkik.hu/>

Availability of the Online Dispute Resolution Platform set up by the European Commission (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>).

Budapest, December 8, 2020