

TERMS AND CONDITIONS

1. GENERAL INFORMATION

1.1. Scope of the Terms and Conditions

Welcome to the webshop of the brand Petra Földi at petrafoldi.com (also available at theraincoat.com, hereinafter the “**Webshop**”). By purchasing the goods offered, you accept the present Terms and Conditions (hereinafter the “**TC**”). The TC shall apply to all contractual relationships came into being via the Webshop. Therefore, please read the below clauses carefully.

The present TC is effective as of January 1st, 2018 until withdrawal. The service provider reserves the right to modify any part of the TC at its sole discretion, by posting the consolidated version of the amended TC to the Webshop. Each order shall be governed by that version of the TC which is available at the Webshop when the given order is placed.

1.2. Information on the service provider (hereinafter: “Petra Földi”)

- Name of the service provider: **Földi Petra Orsolya e.v.** (private entrepreneur)
- Registered office and postal address: **1163 Budapest, Cziráki u. 26-32., A ép., fsz. 60/a, Hungary**
- **E-mail:** petrafoldi@theraincoat.com
- Registration authority: **Ministry of Internal Affairs, Hungary**
- Registration number: **51807599**
- Tax number: **68481290-1-42**
(The service provider is not liable to pay value added tax.)
- Name of the professional body (chamber) with which the service provider is registered: **Budapest Chamber of Commerce and Industry** (1016 Budapest, Krisztina krt. 99., Hungary)
<http://bkik.hu/language/en/contact/>
- Registered office and contacts of the entity providing data hosting services: **Shopify Inc.** (150 Elgin Street, Suite 800, Ottawa, ON K2P 1L4, Canada)
<https://www.shopify.com/>

1.3. The products offered

In the Webshop, you can purchase designer coats and shirts characterized by a unique design. The products purchased on the Webshop are directly sold by Petra Földi. The essential features, characteristics of the products and instructions for their use can be found on the information page of the product concerned.

The products offered by Petra Földi are also subject of customisation, in accordance with the customer's wishes. Description and terms of such purchase are contained by the “[Custom Sizes](#)” page of the Webshop.

Petra Földi is entitled to widen the scope of its goods and/or services or to suspend or fully terminate them.

2. USAGE OF THE WEBSHOP

2.1. Ordering process

The following steps are to be taken in order to conclude the contract:

2.1.1. Choosing a product and adding to Cart

On the Webshop, you can choose the products to be purchased, the colour, size and quantity. It is possible to purchase one or multiple items during the same ordering process. After selecting the required items and data, you can put products into the Cart. The actual content of the Cart can be checked by clicking on the Cart icon.

By ticking the relevant box on the product pages, you also have the possibility to require additional customisation in relation with the item selected. In that case the purchase price will automatically increase by a percentage shown on product pages of the Webshop.

In your Cart, you are free to delete any item or modify the quantity by clicking on the Remove or Update button. Please note that the items selected are not reserved to you and may be purchased by other customers also. Besides, you can also leave special instructions in connection to your order.

2.1.2. Placing an order

You can place an order by clicking on the Check Out icon in your Cart. After this, you will have to provide Petra Földi with your billing and delivery data. During the ordering process, you are responsible that the information provided about yourself is true, accurate and complete. Petra Földi shall be not responsible for any change in your information, intervened before the delivery of the products ordered.

When placing an order, the item selected, its price and the applicable shipping fee (if any) will be indicated. If applicable, and you have a discount code, you can also enter it into the Discount field. It will reduce the total amount to be paid by clicking on the Apply button.

Please note that only customers older than 18 years are allowed to place an order. Besides, Petra Földi is entitled to refuse all orders placed via the Webshop which are aiming to support your or any third party's commercial activity. Petra Földi is selling its products via the Webshop only in small quantities. Should you have any commercial inquiry, please feel free to contact Petra Földi directly.

2.1.3. Order completion and payment

As for the available payment method; you can pay the total price of your product online via PayPal or with your debit card, by clicking on the Complete order button which will navigate you to the payment gateway page.

While completing your order, by navigating through the pages "Cart → Customer information → Shipping method → Payment method", you always have the possibility to edit the information previously provided and navigate back to the previous page.

2.1.4. Order confirmation

After the order completion and payment, you will receive an order confirmation via e-mail without delay which will contain the summary of your purchase. Besides, the payment gateway service provider will also send you an e-mail confirmation after you successfully used your debit card for payment (for further information, see clause 3.2. below).

Please note that Petra Földi shall be not liable for non-confirmation or late confirmation, if it is due to an incorrect e-mail address provided by you during the ordering process, or that your e-mail inbox is full or in case of any other technical issues emerging on your side.

Please note that Petra Földi reserves the right to:

- i. reject any order which has been already confirmed. In such case Petra Földi will inform you without delay and will also refund the whole amount already paid by you without delay, but not later than 30 days.
- ii. correction, in case any defect occurs in the Webshop in relation to the products or the prices. In such case Petra Földi informs you about the new data without delay. You can then confirm your order once again, or any party is entitled to withdraw from the contract. (See also clause 3.3. herein below.)
- iii. restrict multiple quantities of an item shipped to any one customer or postal address. Petra Földi may, in its sole discretion, limit or cancel quantities purchased per customer. In such cases Petra Földi will inform you without delay.

2.1.5. Shipping

The ordered product will be shipped to the delivery address provided by you during the ordering process. You will also receive an e-mail confirmation when the items are dispatched to you.

For more information on the conditions of shipping, please see the below clause 4. of this TC ("Shipping Policy").

2.2. Correcting input errors

All along the ordering process, you have the possibility to correct all input errors until the order completion and payment (e.g. by updating your Cart or deleting any item from your Cart).

2.3. Other information in relation with the ordering process

The contractual relationship between you and Petra Földi is entered into only in electronic form, and shall not be considered as a written recorded contract. The language of the present TC, as well as the contractual relation between you and Petra Földi is English. Petra Földi has not undertaken to be bound by any code of conduct.

In order to ensure the simplicity and security of the ordering process, the Webshop uses Secure Socket Layer (SSL) technology.

Please note that Petra Földi is entitled to suspend or to refuse to sell goods / to provide services, if you intend to purchase or use such goods / services in contradiction with the provisions of the present TC, or if Petra Földi, a payment gateway service provider or any authority is investigating a supposed misuse.

3. PAYMENT TERMS

3.1. Amounts to be paid

In accordance with the ordering process described in clause 2 hereinabove, for completing your order, the following amounts shall be paid in relation with the item ordered:

- i. the purchase price of the product or the increased purchase price in case you would like to get your product customised, provided that the purchase price or the increased purchase price includes in all cases the packaging suitable for shipping, and
- ii. the applicable shipping fees (if any), displayed separately.

The purchase price and shipping fees indicated in the Webshop are gross amounts. However, as for destination countries outside the EU, the shipping fees do not include any duties, taxes, or clearing charges levied by these countries. These charges are falling under your responsibility and may vary from country to country. Petra Földi cannot predetermine what these charges will be. The charges may be billed directly to the customer by the destination's customs authority, or may be billed to the customer

through the shipping company. Petra Földi suggests that you call your local customs office if you would like more information on customs duties in your country.

3.2. Currencies and payment method

The default currency in the Webshop is EUR, but you can switch the currency to other available options included in the list. Petra Földi process the orders in EUR. In case the items in the Cart are displayed e.g. in USD, GBP or HUF, you will also checkout using EUR at the most current exchange rate.

Petra Földi accepts PayPal Check out, VISA, MasterCard/Maestro and American Express debit cards and any other payment methods which may be expressly indicated in the Webshop from time to time. The payment gateway of the Webshop is powered by PayPal and / or SimplePay (run by OTP Mobil), ensuring that all transactions are encrypted and secure.

Please note that Petra Földi shall not be liable for any delay or non-delivery in case the issuer of your payment card refuses to authorize the payment to Petra Földi.

3.3. Other questions

The package dispatched will include your invoice.

Petra Földi shall be not liable for refusing the order and delivery of a product which was ordered at a clearly incorrect purchase price indicated in the Webshop (e.g. an incorrectly low purchase price due to an eventual system malfunction). The order confirmed by Petra Földi at a clearly incorrect purchase price shall be deemed as a null and void contract. In such cases Petra Földi offers to deliver the product at the correct purchase price and you are entitled to withdraw your order concerning that product.

4. SHIPPING POLICY

4.1. General information regarding shipping

Petra Földi is shipping worldwide.

The delivery of the products is made by postal service providers and third party transport organizer(s) as service provider(s) of Petra Földi who deliver(s) the products worldwide through recognized courier companies such as GLS, DPD, TNT or UPS.

Shipping to P.O. Box addresses is not possible.

4.2. Shipping fees and delivery times

As the products offered by Petra Földi are handmade and individually produced, the total delivery times will be calculated on the basis of two time scales: (i) the estimated production time of the product ordered which is generally 2 weeks and in addition (ii) the delivery time after production.

The detailed and actually applicable shipping terms can be found on the Webshop.

Petra Földi is aiming at fulfilling your order in the time scale indicated but cannot take responsibility if the delivery time is longer than indicated. Similarly, Petra Földi uses all reasonable efforts to ensure that your order is delivered within a specified time period, but cannot take responsibility for late deliveries due to circumstances outside of its control. Petra Földi will do its best to inform you of any unexpected delay.

Please note that the above delivery times do not include Saturday, Sunday, and national / bank holidays or other non-working days of Hungary. Please also note that orders placed after 10th of December might not be delivered before Christmas, so Petra Földi encourages you to place your order as soon as possible to ensure an on-time delivery for Christmas.

4.3. Shipping fees in case of returns

In case of returning products to Petra Földi, you shall pay for such shipping fees and you may choose any delivery company you wish.

In case of returning a defective item, the shipping fee related to the return is paid by Petra Földi.

5. RETURN POLICY

5.1. Right of withdrawal within 14 days

You have a right of withdrawal which you can announce without reasoning within 14 (fourteen) days following the reception of the item ordered. You may announce this right in an expressed statement sent to the central e-mail address (petrafoldi@theraincoat.com) of Petra Földi within the above 14 (fourteen) day deadline.

In such case, you shall send back the concerned item to Petra Földi without delay, but not later than within 14 (fourteen) days from the announcement of your withdrawal. This deadline shall be regarded as being complied with if you dispatch the given item before the 14 (fourteen) days expired. You shall send back the item via the courier service chosen by you and you will be responsible for all return shipping costs. Petra Földi shall not pay for the shipping fees, unless the product is defective and this is the reason of the return.

Delivery address of all returns:

*Földi Petra Orsolya e.v.
1163 Budapest, Cziráki u. 26-32., A ép., fsz. 60/a, Hungary*

5.2. Refunds

As soon as Petra Földi receives the returned item, a quality control procedure takes place in order to determine the appropriateness of the returned item.

Please note that you are responsible for the amortization of the products as a result of the use of the product which exceeds the necessary measure in order to assess the nature, the characteristics, and wear/operation of the item. Returned items that are used in excess of the above or damaged may not be accepted and your refund shall be partially or entirely refused. Petra Földi will notify you on the approval or partial / entire rejection of your refund within 30 days from the receipt of the returned product.

In case of acceptance, Petra Földi shall refund the reduced or full amount (initially paid by you in connection with the returned item) in the same way as the original method of your payment was made. However, unless the item is defective, this refund shall not include the shipping fee paid by you in relation with the return. Besides, the basis of all refunds is the original price that you have paid for the purchased item, i.e. in case of a sale item Petra Földi will be able to refund maximum the sale price of the given item.

5.3. Excluded cases

Any item returned exceeding the deadlines described in clause 5.1. will not be eligible for a refund.

Please note that you are not entitled to exercise the right of withdrawal when the item was prepared especially upon your own instructions, or on your expressed demand, or in case the item was unambiguously personalized to you. For this reason, the refund of all customised products is excluded.

Please also note that the right of withdrawal cannot be exercised by a non-consumer entity (i.e. by an enterprise), which acts in the scope of its profession, independent occupation or its business activity.

5.4. Exchange

If besides exercising your right of withdrawal, you would like to exchange the product ordered as well, please indicate it in the announcement to be sent within 14 (fourteen) days following the reception of the item ordered, as described in clause 5.1. herein above.

In such case, provisions set forth in the present clause 5 (“Return Policy”), including in particular the deadlines, conditions of refund and excluded cases shall also apply (with appropriate modifications) for exchanging a product.

If you wish to proceed to an exchange, you will need to return the unwanted original item for a refund, and place a new order.

6. LIABILITY

6.1. Liability for defective items

Liability for defective items (in Hungarian: “*kellékszavatosság*”) means that in case of defective performance (in Hungarian: “*hibás teljesítés*”) you are entitled to make a claim for defective items against Petra Földi, as set forth by the Hungarian Civil Code.

Upon your request, you are entitled to make the following claims: if an item is defective due to a manufacturing fault, Petra Földi will offer to repair the item or exchange it. If it cannot be repaired or the same item is not available, you are entitled to a proportional price reduction or to have it repaired by yourself or a third party and Petra Földi shall pay for the repair, or to a full refund (i.e. the purchase price and the relevant shipping fee). Please note that you are not entitled to a full refund if the lack of conformity is minor. You are entitled to modify your claim chosen, but you are responsible for the costs imposed by this modification, except it was caused by Petra Földi.

You shall inform Petra Földi about the defect without delay, but not later than within 2 (two) months from the date of its discovery at the latest. Your right to make a claim for defective items shall lapse after 2 (two) years from the delivery date.

Within the first 6 (six) months from delivery you shall inform Petra Földi about the defect and confirm that the item was provided by Petra Földi. Within this 6 (six) month deadline there is no other condition to make your claim on the basis of the liability for defective items. However, after the expiry of this 6 (six) month period, you are also required to prove that the defect discovered by you has already existed at the date of delivery.

6.2. Product guarantee

All private person purchasers shall also have a right to make a claim against Petra Földi for defective products as described in the present clause. Product guarantee (in Hungarian: “*termékszavatosság*”) means that if a product is defective, you are entitled only to choose to have it repaired by Petra Földi or require Petra Földi to exchange the product.

You shall inform Petra Földi about the defect without delay, but within 2 (two) months from the date of its discovery at the latest. You are required to prove the defect and the product is deemed to be defective only if (i) it does not meet the quality requirements applicable by law to the particular product, or (ii) it does not have the characteristics set out in the description of the product delivered by Petra Földi.

You are entitled to make your claim against Petra Földi within a 2 (two) year period following the date of delivery.

Please note that according to the Hungarian Civil Code, you need to choose between your rights described in clauses 6.1. and 6.2., i.e. making a claim against Petra Földi on the basis of the liability for defective items (in Hungarian: “*kellékszavatosság*”) or product guarantee (in Hungarian: “*termékszavatosság*”). Therefore, you are not entitled to make a claim against Petra Földi on the basis of both clauses.

6.3. Other questions

6.3.1. In connection to clauses 6.1. and 6.2.

The above provisions in clauses 6.1. and 6.2. shall apply only to consumers. (Consumer is a private person acting out of the scope of his/her profession or his/her business activity. As for non-consumer buyers, different provisions of the Hungarian Civil Code shall apply.)

Please note that Petra Földi is not liable for damages resulted from natural amortization, defect or negligent use, abnormal consumption or misuse or any other treatment that is not suited to the product description.

6.3.2. In connection with data provided by you

If you provide invalid or non-existent data during the ordering process, the contract with Petra Földi shall be considered as null and void. Petra Földi excludes its liability for the case you use a third-party person's data to purchase a product. Petra Földi is not liable for damages occurred due to the fact that any of your passwords became available to a third-party person out of the scope of the responsibility of Petra Földi.

Petra Földi shall not be liable for late delivery if it was caused by incorrect and incomplete data provided by you.

6.3.3. Limitation of liability

Please note that Petra Földi is not liable for the case when its suppliers do not fulfill or essentially modify their obligations towards Petra Földi. Petra Földi also reserves the right to partially or entirely refuse the confirmed order, after consulting with you.

Petra Földi does not make any particular promises in connection with the goods / services offered, besides the expressed terms and conditions in the present TC. Petra Földi does not undertake any responsibility for the goods' / services' content, functioning, reliability, availability and ability to meet your needs. Petra Földi excludes all forms of warranty to the extent permitted by law. The liability and losses and damages to be eventually compensated by Petra Földi relating to claims is the amount you have paid for the goods / services. Petra Földi is not responsible in any case for reasonably unforeseeable losses and damages.

The risk of loss and title for the items ordered pass to you upon the delivery to the carrier.

Petra Földi cannot guarantee that the Webshop will operate continuously without any interruptions and errors due to the connection to the Internet or to any circumstances falling under the scope of responsibility of third parties, such as the entity providing data hosting services.

7. MISCELLANEOUS

7.1. Complaints

Petra Földi will seek to achieve a friendly settlement of any complaint you may have through negotiation. You may announce your complaint any time in writing via petrafoldi@theraincoat.com, the central e-mail address of Petra Földi.

Petra Földi will answer every written complaint in writing without delay, but not later than within 30 (thirty) days from reception. In case Petra Földi does not accept your complaint, it will give a reasoning thereof.

Besides, you can turn with your complaint also to the below competent bodies.

- i. The competent unit of the Hungarian Consumer Protection Authority:

*Budapest Főváros Kormányhivatala, Fogyasztóvédelmi Főosztály,
XVI. Kerületi Hivatal (Hatósági Osztály 2.)
Address: 1163 Budapest, Karát utca 18., Hungary
Phone: +361 401 1604
E-mail: fogyasztovedelem@16kh.bfkh.gov.hu*

- ii. The Hungarian Conciliation Body (according to the registered seat of Petra Földi):

*Budapesti Békéltető Testület
Address: 1016 Budapest, Krisztina krt. 99.
Phone: +361 488 2131
Fax: +361 488 2186
E-mail: bekelteto.testulet@bkik.hu*

*All Hungarian Conciliation Bodies are listed at:
<http://www.fogyasztovedelem.kormany.hu/node/8579>*

7.2. Applicable law and jurisdiction

The present TC, as well as the contractual relationship between you and Petra Földi shall be governed by the laws of Hungary. Any dispute between you and Petra Földi shall be submitted to the competent Hungarian courts.

If Petra Földi does not exercise any of its right arising from the present TC or other policies or legal provisions, this non-exercise shall not be considered as a waiver of such right. Any waiver shall be made in writing. When Petra Földi shall not insist strictly on a given provision of this TC, this shall not imply that Petra Földi renounces its insistence on the strict compliance of such provision.

7.3. Intellectual property

All content included on the Webshop and / or relating to the products and services of Petra Földi in any manner, such as texts, logos, brand name, graphics, designs, images, photos, videos, audio clips, digital downloads and data compilations, etc. are the property of Petra Földi or its content suppliers and are subject to copyright protection. By purchasing a product, you do not acquire any ownership of intellectual property.

Petra Földi reserves the right to every content included on the Webshop and / or relating to its products and services. It is prohibited to download, to store electronically, to process or to transfer the content on the Webshop in whole or in part without the prior written consent of Petra Földi.

Commercial / brand name, logos, trademarks and trade dress of Petra Földi may not be used in connection with any product or service that is not Petra Földi's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Petra Földi. All other trademarks not owned by Petra Földi that appear on this Webshop are the property of their respective owners, who may or may not be affiliated with, connected to Petra Földi.

7.4. Data protection

For data protection related information, please see the separate Privacy Policy.