

# GENERAL TERMS AND CONDITIONS

Dear Clients,

Welcome to the [kaviarbudapest.eu](http://kaviarbudapest.eu) website. Before placing your order please read carefully our General Terms and Conditions.

## I. General information and conditions

### 1.1 Owner of the website

Name of the company: Caviar Palace Farm Bt.  
Company registry no: 13-06-062139  
Tax number: 22567901-2-13  
Bank account: 10700732-47990607-51100005  
Registered seat: 2252 Tóalmás, Attila u. 27  
Seat: 1097 Budapest, Kén u. 6

### 1.2. Customer Service

Address: 1097 Budapest, Kén u.6  
Phone number: +36303106725  
E-mail: [kaviarbudapest@gmail.com](mailto:kaviarbudapest@gmail.com)  
E-mail for complaints: [caviarfarm@gmail.com](mailto:caviarfarm@gmail.com)  
Opening times: 9.00 am to 3.00 pm on working days  
Customer service times: 8.00 am to 8.00 pm

### 1.3. Contracting parties

Customer/Consumer/User: Natural or legal person engaging the services of and registering a purchase order in the **kaviarbudapest.eu** online store (Webshop)

Seller/Service Provider: Caviar Palace Farm Bt. being the owner of **kaviarbudapest.eu** online store (Webshop)

1.4. Purchases in the **kaviarbudapest.eu** online store happen exclusively online. In order to proceed with internet purchase and engage the services of the Webshop, Customer must accept the provisions of this General Terms and Conditions (GTC) during the registration process and acquisition of products (in both cases) which can be done by selecting the relevant box in the form. In case of accepting the GTC an agreement based on this GTC will be in full force and effect between the Service Provider and the User of the Webshop, being the Customer. In case the Customer does not accept the provisions of the GTC, the Customer will not be able to engage the services of the Webshop, cannot register and cannot submit an order.

## II. Ordering steps

### 2.1. Registration

Registration on the website of the Webshop is free and voluntary, it is not a condition of submitting an order in the Webshop. Customer will be notified of its successful registration by the Seller via an e-mail sent to the e-mail address provided by Customer during its registration process. The confirmation of the registration is needed by the

Customer which can be done by clicking on the confirmation link provided by the Seller in the confirmation e-mail. Customer will not be able to log on to its profile without using the confirmation link first.

No registration is needed for browsing in the Webshop and for viewing descriptions and products. During the registration process the information required in the registration form (name, delivery and invoicing address, company registry number, tax number, e-mail address, phone number, etc.) must be completed. This information is needed for processing of the order. Customer has the possibility to check the accuracy of the information provided and modify or delete of the same before the order is submitted. Once the order is submitted the information provided cannot be changed in the system. Should you need to change such information, please contact our colleagues via the contact details indicated above.

When registering more invoicing addresses and Hungarian or foreign delivery addresses can be provided. The delivery address can be modified at any time when placing an order and if the delivery address provided during the registration process is not the same as the delivery address needed by the Customer for a subsequent order, Customer can modify such delivery address and provide a different one. After the registration no further confirmation is needed, Customer will be automatically directed on the Webshop interface.

Seller is not liable for any delivery delay or any other problem or error deriving from the information erroneously or inaccurately provided by Customer.

Previously registered data can be modified in the user profile of Customer after its login. Seller is not liable for any damage or error deriving from the modification of any data done by Customer, as a result, Seller cannot be held responsible in relation with such data modification by Customer.

Customer can initiate the deletion of its profile on the Webshop interface. The deletion process can be started under "Delete account" in "Account details" by clicking on the "Delete" button. Once the "Delete" button is clicked, Customer needs to finalize the deletion process of the profile based on the instructions of the automated e-mail sent by the system. In case this is not done, the profile will remain active. After a successful deletion, Seller will inform Customer in an other e-mail.

Customer is liable to keep the login details (in particular the password) confidential. In case Customer learns that the password provided during the registration process may be obtained by a third party in an unauthorized manner, Customer is liable to change its compromised password with immediate effect and in case the third party presumably abuses the use of the password by any means, Customer is liable to inform Seller immediately. Seller is not liable for the damages deriving from Customer failing to remember its password or if the password becomes accessible to unauthorized persons for reasons for which Seller is not liable.

Customer hereby takes responsibility for updating its personal details provided during the registration, if needed, in order to keep these details up-to-date, complete and factual. Customer shall be liable for all damages deriving from failing to keep such details up-to-date.

Purchase can be made without registration in the Webshop. In this case no user profile is needed, the details of the user will not be saved therefore the non-registered user will have to provide such details when placing the subsequent order.

## 2.2. The Purchase Agreement being in effect and binding offer

Parties agree that by accepting the GTC the agreement set up between them electronically is considered a written and binding agreement. The documents of the written agreement consist of:

- Customer's purchase order
- Seller's confirmation of the order

The documents of the written agreement are kept on file by Seller therefore they can be retrieved. The language of the written agreement is Hungarian.

Seller shall without any delay, but no later than within 48 hours of receipt of Customer's order, confirm the receipt of Customer's submitted order via an e-mail which confirmation e-mail shall contain the information provided by Customer (name, e-mail address, phone number, invoicing and delivery address, etc.), the order number, the customer number (which is the same in case of each order), the date of the order, the list of ordered products, quantity, price, delivery/pick up costs and the total amount payable by Customer. This automated e-mail is not to be considered an order confirmation as it is only states the fact of the order. Subsequently, Seller shall provide Customer - latest by the delivery date - with an order confirmation containing the delivery address and the expected delivery date.

Customer shall be exempted from the binding offer if it does not receive a confirmation e-mail from Seller without delay but at least within 48 hours, in which case Customer is not obliged to purchase the products included in the order.

The sale and purchase agreement between Seller and Customer relating to the order submitted in the Webshop becomes binding when Seller provides Customer with the e-mail containing the confirmation of the order. Until this date no declaration or measure by either Seller or Customer shall be considered an offer or an acceptance of an offer.

Based on the Government Decree 45/2014 (II.26.) on the detailed rules governing contracts between consumers and businesses the purchase agreement between Customer and Seller is considered an electronically executed, Hungarian language agreement.

The order and the confirmation of the order is considered an electronically executed agreement, the governing laws in this respect are Act V. of 2013 on the Civil Code, contracts concluded by electronic means and Act CVIII. of 2001 on certain aspects of electronic commerce and information society services. The Agreement is regulated by Government Decree 45/2014 (II.26) on Detailed Rules governing contract concluded between consumers and businesses and it takes into consideration Regulation No 2011/83/EU of the European Parliament and of the Council on consumer rights.

In case Customer purchases the goods in the Webshop of Service Provider for resale, it must inform Service Provider upon submitting an order.

Customer guarantees that it provides its own personal information and does not conclude any order in the name of any other natural or legal person. Service provider preserves the right to cancel the order if the personal details of Customer proves to be false.

### III. The Product

Caviar by nature can deteriorate rapidly. The fresh product needs to be stored in a refrigerator in accordance with the instructions showed on the label of the product. The caviar needs to be consumed within the expiration date indicated on the packaging but no later than within 5 days after opening.

Consumers can find the essential characteristics of the product in the descriptions of the website, furthermore the packaging of the products contain all information relating to the specifics, ingredients and consumption. In order to use the product in a correct manner and to avoid health issues and for the safety of Customers and others, Customer must read and understand the information provided upon receipt of the product.

In order to secure the best quality, in case of the unexpected situation when the ordered product is not available within the delivery date, Seller offers a replacement product to Customer which shall be at least the same quality as the ordered product and does not mean extra costs to Customer. Service Provider shall inform Customer about such change by phone or e-mail and Customer have the right to cancel the order or accept the substitution.

Service Provider has the right to change any promotion without prior notice. Due to the uniqueness of our product the products delivered may look different from the product photos in the Webshop.

### IV. Prices

The individual product prices indicated include the VAT, the delivery costs will be added to the total price during the order process. Service Provider sells the products to Customer at the consumer price available at the time of the order.

The total price based on the summary of the order and the order confirmation letter include all expenses including the delivery/pick up costs in case Customer selected a delivery/pick up method for which Seller charges.

### V. Delivery Methods

#### Delivery

Seller shall carry out the delivery of the product at a time previously agreed with Customer by e-mail or phone provided by Customer. Customer must check if the packaging of the product is intact at the time of delivery. In case the package is damaged, it has to be recorded in writing in a form of a register instantly at the place of the delivery and the courier company will take responsibility for the damage. In such cases the delivery shall be denied and Seller shall be informed of the same in order for the Seller to make the necessary steps with the courier company.

Courier companies for deliveries in Hungary: DHL, Hungarian Post

Courier companies for deliveries outside of Hungary: DHL, TNT, UPS

The costs of the delivery will be added to the invoice when finalizing the order. The confirmation of the order will occur within 48 hours.

**Service Provider delivers the ordered products on given days: Mondays, Tuesdays and Wednesdays. In view of this, if Customer submits an order on a Thursday, the**

**earliest delivery date will be the following Monday, while products ordered on Monday or Tuesday will be delivered by Wednesday. In case, for any reason, the delivery cannot be concluded on the given days, Service Provider shall inform Customer without any delay. Service Provider does not deliver on public holidays.**

The costs of delivery:

- Delivery within Budapest - 3.000 Ft. We are delivering the ordered caviar product in a thermobox equipped with cooling panels.
- Delivery within Hungary - 6.000 Ft. We are delivering the ordered caviar product in a thermobox equipped with cooling panels. The delivery occurs at a previously agreed time and date.
- Purchases over 40.000 Ft. The delivery is free within Hungary.
- Service Provider undertakes deliveries exclusively in the EU which costs EUR 39.

Promotions related to the value of the order shall be validated based to the total value of order.

Pick up in person

Service Provider offers the possibility of personal pick up to Customers. The ordered products can be picked up at a previously agreed time at the following address:  
1097 Budapest, Kén u. 6.

## **VI. Paying methods, invoice**

Paying methods:

1. Bank card (online payment): accepted bank cards: MasterCard, Visa
2. Bank transfer (paying in advance)
3. Paying in person in cash at the time of delivery (cash on delivery)
4. PayPal

Invoice:

Seller shall issue a paper invoice after the confirmation of the order. Seller shall send Customer a link by e-mail from which the invoice can be downloaded.

## **VII. Rejection of taking delivery by Customer**

Customer has the right to deny taking delivery of all or a portion of ordered products without any explanation. In this case, the colleague in charge of the delivery will record the rejection in writing. Those products of which promotional prices are applicable in case of or after purchasing more items cannot be rejected partially, taking delivery of the product in such cases can be rejected only in its entirety. In case Customer denies taking delivery of all its ordered products, Customer must pay for the delivery/pick up costs. The price of the rejected products shall not be debited from Customer's bank account and Seller shall not charge Customer retroactively with the value of the rejected products.

The rejected products shall be indicated on the delivery note and the prices of such products shall be refunded to Customer's bank account within 14 days from the date of rejection in case payment has been made in advance by Customer. In case of payment on delivery, the actual price of rejected products shall be deducted from the amount payable.

## VIII. Right of withdrawal

8.1. The Customers considered Consumers are entitled to their right of withdrawal as per the details below. All natural persons are considered Consumers who enter into a legal transaction for purposes outside of their economical or independent professional activities.

Reference is also made to the Government Decree 45/2014 (II.26.) on the detailed rules governing contracts between consumers and businesses.

8.2. Based on Regulation No 2011/83/EU of the European Parliament and of the Council on consumer rights, in case of a sale and purchase agreement, Consumer is entitled to exercise its right of withdrawal without any explanation within 14 days of the date of delivery taken by Customer or a third party (not a courier) appointed by Customer with regard to the followings:

- a) the product;
- b) in case of purchasing more products, if the supply of products occurs at different times, the last product supplied;
- c) products containing more items or pieces, the items or pieces supplied last;
- d) in case the product needs to be supplied regularly for a period of time, the first supply.

8.3. In case Consumer intends to exercise its right of withdrawal, it must deliver its clear declaration stating its intention of withdrawal via phone or in writing to our company (Caviar Palace Farm Bt., seat: 1097 Budapest, Kén u. 6., Tel: +36-30-3106725, e-mail: caviarfarm@gmail.com). Its intention can be indicated in the form that can be found in the description about Withdrawal/Termination Notice enclosed to these GTC (which document is an annex to the above referenced Government Decree), or in any other form.

In order to meet the deadline of the withdrawal period, it is sufficient for Customer to provide Seller with its notification/declaration of its intention to exercise its right of withdrawal.

8.4. The above clauses are not considered a waiver of Customer's right to exercise of its rights of withdrawal during the period between the date of agreement and the date of taking delivery.

If Customer made an offer for the execution of the agreement, Customer is entitled to exercise its right of withdrawal of its offer before the day of execution of the agreement which removes Customer's binding obligation to execute the agreement.

### 8.5. The consequences of withdrawal

8.5.1. In case Customer withdraws from the Agreement, Seller shall refund its payment including the delivery costs without any delay but latest within 14 days from receipt of its intention of withdrawal. The refund shall be made via bank transfer to the bank account provided by Customer; no further costs will be charged by Seller for the refund.

8.5.2. Customers are hereby further informed that in case they choose not to use the least expensive transportation method and they select a transportation method different from the usual ones, our company is not obliged to refund the delivery costs in case of Customer's withdrawal.

8.5.3. Seller is entitled to deny the refund as long as it is not in receipt of (i) the returned product or (ii) Customer's proof of return of the product, whichever may occur earlier.

8.5.4. Customer is obliged to return the product without any delay but in any case no later than within 14 days of its declaration of intention of withdrawal from the agreement. Customer shall fulfill its obligation to return the product in person or by sending the product via ordinary postal service to the address of customer service being 1097 Budapest, Kén u. 6. Seller reserves its right not to accept any cash on receipt delivery.

The deadline is considered complied with in case of Customer returning the product to Seller within the 14 days period.

In case of withdrawal, the delivery costs of the products returned by Customer to Seller are at Customer's expenses.

8.5.5. In case Customer exercises its right of termination of the agreement regarding the service provided (delivery) after the agreement comes into full force and effect, Customer is obliged to refund Seller for its reasonable expenses.

8.5.6. Customer shall reimburse the possible depreciation of the returned product to Seller only in case the depreciation derives from Customer's exceeding use the nature, characteristics and operation of the product.

#### 8.6. Exceptions of Customer's right of withdrawal and termination

Customer cannot exercise its right of withdrawal

- (a) after the finalization of the execution of the service provided (delivery), in case the Seller has commenced the execution as per Customer's explicit prior request and Customer has acknowledged to lose its right of termination after the finalization of the execution of the service provided (delivery);
- (b) with regard to such product of which price or fee depends on the possible fluctuation of the financial market, also during the withdrawal period, which cannot be influenced by Seller.
- (c) with regard to such non prefabricated products which have been produced as per Customer's specific instructions and request or with regard to such products which have been tailor-made to Customer;
- (d) with regard to perishable products and those preserving their quality for a short time;
- (e) with regard to products with sealed packaging which cannot be returned after the opening of the packaging due to health and hygiene reasons;
- (f) with regard to such products which due to their nature inseparably mix with other products after the hand over.

#### 8.7. Description of withdrawal/termination

(In case you would like to withdraw from an agreement, please complete this form and return it to us!)

Addressee: Caviar Palace Farm Bt., [kaviarbudapest@gmail.com](mailto:kaviarbudapest@gmail.com)

I, the undersigned, declare that I wish to exercise my right of withdrawal with regard to the purchase of the below product(s) or to the agreement in connection with providing the below described service [1]:

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Date of entering into the agreement/date of delivery [2]:

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Name of Consumer: \_\_\_\_\_

Address of Consumer: \_\_\_\_\_

Phone number of Consumer: \_\_\_\_\_

[1] The name of the product or service covered by the agreement

[2] The corresponding to be underlined

Signature of Customer (exclusively in case of a declaration written on a paper)

Date

This Withdrawal/Termination description shall be provided to Customer as an individual addendum to the order confirmation in order for you to have a conveniently printable version (“printable version”).

.....  
signature

Consumer is responsible for the demonstration of exercising its right of withdrawal in accordance with the provisions of the relevant clauses of this General Terms and Conditions.

## **IX. Complaints, enforcement options**

### 9.1. Place, time and method of complaints handling

Customer can submit its consumer complaints regarding a product or the activity of Seller to the contact details provided in clause 8.3. Seller shall remedy an oral complaint, if possible, immediately. In case it is not possible remedy the oral complaint immediately due to the nature of complaint or because Customer does not agree with Seller’s handling of the complaint, Seller shall record the complaint and its position on it together with Seller’s substantive reply in a register which shall be kept for 5 years. In case of an oral complaint delivered in person, Seller shall provide Customer with one copy of the recorded complaint, or in case of an oral complaint delivered via the phone or via any other electronic communication channel, Seller shall provide Customer with one copy of the recorded complaint along with the Seller’s substantive reply at the same time as issuing the substantive reply. Seller shall provide Customer with a substantive reply to any written complaints within 30 days of Seller’s receipt of the such complaint.

### 9.2. Legal remedy, online dispute resolution

In case Customer is considered a Consumer and during its enforcement of customer claims Customer does not agree with the position expressed by Caviar Palace Farm Bt., Customer can contact the following authorities regarding its complaint:

- Békéltető Testület (Conciliation Board) adjoined to the Gazdasági és Iparkamara (Chamber of Commerce and Industry) competent according to Customer’s domicile or place of residence of which contact details can be found on the following link: <http://www.fogyasztovedelem.kormany.hu/node/8579>. The Conciliation Board adjoined to the Chamber of Commerce and Industry of the Capital performs the tasks of the online dispute resolution contact in relation to the settlement of online Consumer’s disputes.

Their contact details are the below:

Budapesti Békéltető Testület (Conciliation Board of Budapest)

Address: 1016 Budapest, Krisztina krt. 99.

Phone number: (1) 488-2131

Fax number: (1) 488-2186



E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

- District Office competent according to Customer's domicile or place of residence of which contact details can be found on the following link: <http://www.jarasihivatalok.hu/>.
- its claim can be enforced also by court litigation
- in case you have experienced any problems with a product or a service which you have purchased online, you can submit your complaint through the following link: <http://ec.europa.eu/consumers/odr/>  
Your complaint will be investigated by an independent dispute resolution board.

## **X. Miscellaneous provisions**

### 10.1. Responsibility

Service provider shall not be held responsible for risks and/or damages deriving from the use of the online system, in particular for events such as malfunction, external intrusion or computer virus. User uses the online system at its own responsibility.

It is the responsibility of Customer to ensure that it does not violate the rights of a third party or any legislation directly or indirectly during the use of the Webshop, furthermore Customer is fully and exclusively responsible for its own behaviour.

Customer acknowledges that in case any of its activities relating to the use of the Webshop is not allowed in its country, Customer shall be exclusively responsible for such use.

### 10.2. Ownership

All pictures and texts (content) that can be found in the Webshop are the property of the Service Provider, Service Provider is the sole copyright holder of all such content. It is forbidden to use the content in its entirety or any part of it for any purpose, these are under copyright protection or any other intellectual property rights protection. If the rights owned by Service Provider are used in any offensive or harmful manner, Service Provider will take the necessary legal steps.

### 10.3 Applicable law

These General Terms and Conditions shall be governed by the laws of Hungary.

### 10.4. Amendments to the General Terms and Conditions

Service Provider is entitled to unilaterally amend the current GTC with prior notice to Customers. The amended provisions become effective for Customer when using the Webshop for the first time after the amendments of the GTC have entered into full force and effect, such provisions can be applied to the orders submitted by Customer after the effective date of the amendments to the GTC.

In case any of the provisions of these GTC is considered invalid, it does not result in the invalidity of the agreements entered into based on these GTC, and all other provisions of the agreement remain in full force and effect.

The effective date of the GTC: February 4, 2021