

General terms and conditions

GENERAL TERMS AND CONDITIONS of RICKFANCY (rickfancy.com) webshop

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updated: 2017-07-22

Welcome to our webshop! Thanks for supporting our little business.

Present GTS has made via customer friendly GTS generator.

Please read carefully the present documentation before finalize your order as you accept the content of (GTC) by clicking the order button.

If you have any questions regarding the present GTS, usage of the website, any of the items listed in it, methods of purchasing or having specific demand, don't hesitate to contact us using the contact details of the webshop .

Impressum: Supplier's (seller, business) data:

Datas of supplier (seller, business):

Name: Csilla Rickné Németh (RickFancy webshop, rickfancy.com)

Inhabitancy: Semmelweis Ignác str. 20, 7003 Sárobgárd, Hungary

adress: Semmelweis Ignác str. 20, 7003 Sárobgárd, Hungary

authority of registration: Electronic Utility Central office

Authority of registration: Central Office for Administrative and Electronic Public Services

registration number: 50934683

Business TAX id number: 67908936-1-27

Képviselő: -

Tel.: +36202601404

E-mail: info@rickfancy.com

Website: <https://rickfancy.com>

Bank account number: 1177336010194003

IBAN number: HU20 1177 3360 1019 4003 0000 0000

SWIFT code: OTPVHUBB

Data protection registry number: NAIH-124410/2017

About Storage Supplier

Name: UNAS Online Kft.

Inhabitancy: 9400 Sopron, Major köz 2. I/15.

Availability:

tel.: +36-99/884-000

e-mail: unas@unas.hu

CONCEPTS

Parties: Buyer (or costumer as enduser) and Seller (rickfancy.com) jointly

Costumer: is any invidual entering into the contract for purpose not related to his her business, trade or self-employed professional activity.

The product offerings in the Internet Shop are directed to both Costumers and Business Customers (as defined below), but in each case only to end users. For the purpose of these General Terms and Conditions, a „Customer” is any individual entering into the contract for a purpose not related to his or her business, trade or self-employed professional activity .”Business Customer” is a Customer (whether an individual, company or partnership vested with legal capacity) who enters into the relevant contract in the conduct of its business or its self-employed professional activity

Customer contract: a contract where one of the parties is a customer

Website: <https://rickfancy.com> a means to reach agreements at a distance without simultaneous personal presence of the parties(distant communication);

All offers, sales contracts, deliveries and services made on the basis of any orders by our customers (each, a "Customer") through our online shop <https://rickfancy.com> (the "Internet Shop"), including orders by telephone, e-mail or mail shall be governed by these general terms and conditions of sale (the "General Terms and Conditions").

Contract The sale and purchase contract concluded via this webshop between Seller and Customer through the website and electronic correspondence (subject to Government Decree 45/2014 (II.26) on Distance Contracting)

Contracts negotiated at a distance involve the use of means of distance communication which are used as part of a distance sales or service-provision scheme not involving the simultaneous presence of the supplier and the consumer. Therefore, distance contracts are those the offer, negotiation and conclusion of which are carried out at a distance

rickfancy.com is a means to reach agreements at a distance without simultaneous personal presence of the parties(distant communication);

Means permit of distance communication between parties

Means what are able to make contract declaration - in the interence of the contracting - in the absence of the parties. These means especially printed matters without address, catalogues, standard letter, adds published in newspaper amounting with order form, telephone, telefax, and means provides internet access

Product: All marketable supplied movable goods offered by the website, intended for sale marketed goods on the shop, shall be the subject of a contract

Undertaking: a person, acts for purposes his own trade, business, craft or profession

Customer/You: a person who makes an offer then a contract through the website

Warranty, Guarantee, Return Policy

Warranty: in contracts between the customer and the website ('consumer contract') on the basis of the Civil Code,

a, Warranty for the performance of the contract, what the undertaking undertakes voluntarily to ensure the proper fulfilment in addition to the contractual obligations, or failing that as soon as

b, obligatory warranty based on law

Legal rules apply to warranty:

Especially the following rules apply to the contract

1. year CLV. law about the consumer protection

2001 year CVIII. law about the ecommerce services, as well as the services related to the information society

1. annual V. law about the Hungarian Civil code

151/2003 (IX. 22.) Government regulations about obligations with respect the consumer durables

45/2014 (II.26) Government regulations about detailed rules of contract between the customer and the undertaking

19/2014. (IV. 29.) NGM Regulation about rules of procedures of concerning the guarantee and warranty referring to the sold goods in the context of the contract between the trader and the consumer

1. **old**

Scope of General Terms and condition, acceptance, alteration

It is allocated by the content of the contract concluded between us - at the relevant commissions of the mandatory law - the present General terms and conditions, just as further informations you can find on the website.

The General Terms and Conditions contains rights and obligations concern to us (to You and the rickfancy.com webshop, condition of the contract establishment, completion periods, liability rules, as well as the terms of cancellation right. Before your order you obliged to acquaint yourself the provisions of present General Terms and Conditions. Purchasing through our webshop you accept the provisions of present General Terms and Condition, and the GTS completely forms an integral part of the contract concluded between you and the webshop.

The buyer has the right to modify the provisions of the present GTC within the confines of the applying rules. Please read the GTS before every purchase. The occurrent modification of the GTS is valid from the date of its publication on the website. The mentioned modification does not apply to the orders established before the modification date.

The language of the contract, the form of the contract

The language of the contracts included in the scope of the present General Terms and conditions and in all future communications shall be Hungarian and English. Those contracts are not put down in writing. They are not filed (physically).

Prices

All prices are stated in Hungarian Forints (HUF) and in Euro(EUR) The seller is Tax-Exempt from the point of view of Purchase. Prices don't contain TAX.

The webshop reserves the right to change the price of its products at any time without a retrospective effect.

Claim Service and right vindication possibilities

In the event of faulty performance, you may enforce your implied warranty right against the webshop.

Customer Service, information and submission of claims:

on weekdays between 9:00 and 17:00 on the following availability:

e-mail: Tel.: +36202601404

E-mail: info@rickfancy.com

The seller must strive to repair or perform the replace of the product within 15 days at most.

If the customer doesn't agree with the handling of the claim, or the inquiry of it is not possible, than the seller immediately **records the claim** and his statement about it, and he/she send a copy for the customer in e-mail.

The seller also records the customer's announced demands and take over the product from him/her with proof of receipt in case of guarantee problems. As far as during the accidentally obtained commercial case between the customer and the seller they don't come to an agreement the customer has got the following opportunities for law vindication:

Submit a complaint at the following consumer protection authorities

In case the buyer notice his/her consumer rights, has the right to go to Member State competent consumer protection authority.

After the evaluation of the claim

After evaluation of the claim the authority shall take a decision to carry the procedure of the Consumer protection out

The consumer protection first instance tasks are provided by the competent offices of place of residence, you can find their list here:

<http://jarasinfo.gov.hu/> Bírósági eljárás

Customer entitled to enforce its claims in front of the court spring from consumer disputes by means of civil proceedings, In accordance with the law no 2013/V of Civil Code as well as the law no. 1952/III. of Code of Civil Procedure.

We inform you, that you can lodge a customer complaint against us. If we reject your complaint, you have a right to go to the nearest Conciliation Panel you can find around your place of residence or stay. The condition of starting the proceedings of Conciliation Panel, that the customer try to settle disputes directly with the affected undertaking. By the request of the customer, the competent Conciliation Panel shall be which has been mentioned in his request. In the proceedings the undertaking is under an obligation to cooperate. The enterprise is obligated to send a writing answer for request of the Conciliation Panel, as well as to appear in front of the corporation ("Ensuring the participation of an authorised person to establish an agreement").

If the seat or establishment of the enterprise is not registered in the county where the territorial competent authority Conciliation Panel run by the Chambers of commerce is, obligation of cooperation of the enterprise shall be covered only the proper written offer of the opportunity of an agreement as the consumer requested

In the event of the breach of the obligation of the cooperation above, the consumer authority has the competence, in the case of infringing conduct of undertakings applicable obligatory penalty is layed on, there is no opportunity to set aside of the penalty (even in the micro-, small- and medium-sized undertakings).

It is the competence of Conciliation Panel an out-of-court settlement of the consumer dispute.

The task of the Conciliation Panel to try to establishment a settlement for a consensual resolution of consumer disputes between the parties. In case it is unsuccessful, it brings in a verdict in order to ensure the swift, effective, costeffective enforcement of the consumers' right

The conciliation panel gives its advice for the request of the consumer or the contractor about respective rights and obligations of the consumer.

The proceedings of the Conciliation Panel starts for the request of the consumer.

The relief shall be submitted to the president of the Conciliation Panel in writing.

It can be telefax letter or any other way what enables the addressee to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored

The relief must contain:

1. the customer's name abode or habitation
2. the name, the seat of the business concerned consumer law dispute
3. Indication of the requested body what the consumer may choose instead of the competent conciliatory body
4. the brief description of the state of the consumer, evidence and/or any other relevant factual information in support of that.
5. declaration of the consumer about the consumer attempted to resolve the disputed matter directly with the seller.
6. Declaration of the consumer about he has not initiated further procedures of any conciliatory establishments in the matter, mediation proceedings has not been started, administration of statement of claim, or rather application proposal for standing order reissue has not been made.
7. motion for verdict of the establishment
8. signature of the customer

The application shall also be accompanied by the warrant, or rather the copy of it, the content of it on which the consumer refers as an evidence, this way especially the written declaration of the business about the rejection of the claim, or failing this, any other written evidence about the attemptation for the sake of compliance.

If the consumer proceeds by his authorized representative, such written authorization must accompany the notification.

Online dispute resolution platform

The European Commission has estimated a website, where the customer can register, so through this platform the customer has an opportunity to settle their legal argument in reference to purchase

with filling a request form, with avoiding court proceedings. This way the customer can assert their rights, without so much as distance bared them in it.

If you would like to make a complaint on the net related to the purchased item, or services, and don't want by all means go to law, he/she can have resort to the online dispute resolution platform

On the portal You and the seller, against you lodged a complaint, you can choose jointly the Dispute Settlement Body you would like to entrust.

You can find the online dispute resolution platform clicking on the bellow link:

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

authors' rights

Law on the authors' right (1999. year LXXVI law, (Szjt.) 1. § within the meaning of article (1) the website constitutes copyright as protected literary work, so each of the parts of it is protected by copyright

On the basis of the article (Szjt. 16. § (1)) It is strictly prohibited using the graphical and software solutions found on the website, computer program creation as well as using of any type of application wherewith the website or any part of it can be modified.

Taking over any materials from the website and from its database even if it happen with the written consent of the rightholder can only happen with reference to the website.

the rightholder is Csilla Rickne Nemeth

Partial invalidity, the Code of Conduct

Even if any of the points of the General terms and condition is incomplete or unavailable, the additional points shall remain in force, and instead of the inoperative or incorrect particular applicable provisions apply.

The seller hasn't got code of conduct concerning unfair business to consumer commercial practices in the internal market and amending Council.

Digital data content, technical protection measures

The data supplier servers availability more than 99,9%

Regular saving has being made about the complete data content, this way in case of any problem can be restored.

Data on the website are stored in MSSQL and MySQL database. The sensitive data are stored with proper encryption level, coding of them we use processor support hardware-accelerated encryption.

Information concerning the main characteristics of the goods sold on the website

You can find description indicated at each product about the main characteristics of the products sold on the website.

Datas on the product sides are guide figures.

Pictures are occasional illustration, the colours not always accurate.

Correcting the input errors - Liability for the truth of given data

During order process you continuously have the opportunity to modification data you have entered before confirmation.(clicking on the back button the previous site will be opened, this way you can correct data even if you have already stepped to the next site.)

I draw your attention, it is your responsibility, to make sure all data entered accurately

, as on the basis of your data will the item be billed and delivered.

When you order an item you take notice, that the seller have the right to charge all the cost and harm to you, what comes from incorrectly entered data. The seller excludes his own responsibility for bad performance what arises from your incorrectly entered data.

We draw your attention that an incorrectly entered e-mail address, or your e-mail storage space saturation may result in the lack of the confirmation mail delivery, what can prevent contract comes into existence.

Procedure in case of

It may happen, that - due to a technical failure - bad price are stated on the website.

in Case of ordering at bad price, it will not be accepted. And we are not obliged to sell the item at bad price.

At bad price no contract will be executed between us.

In case you make an offer at bad price, the system will your offer confirm automatically, but this will not considered as acceptance of the offer from our side.

When you order at a bad price on our webshop (make an offer) the seller will contact you in e-mail or mobile phone, and draws your attention for the proper price and offers you for purchasing at the proper price. If you don't accept the proper price you are not obliged to order (make an offer) at the proper price. In this case no contract will be executed between the parties.

Website usage

Registration

You can purchase in our webshop without registration

The website provide product presentation and online ordering possibilities for the users.

In the webshop the user can brows with the help of menu items.

The items are separated into different categories. In the "Special offer" category you can find each of the special offer items of the webshop.

At each "special offer" product you can find the term, (when it has started and will be ended with dates) or is marked until stock share exhausted.

Each new products appears in the webshop can be found under the "newness items" menu item.

The offer of the webshop is enlarging continuously. It's worth to look back from time to time! You are always welcome!

Clicking on the category name each of item will be listed what is included. If in the given category not all of the product are listed in one side, then you can turn a page with the numbers you can find above and under of the listed items.

You can find detailed discription and information of the item after clicking on its name (or the picture). Price will be stated here as well.

You can find an item by searching by a keyword. The items has found this way will be listed.

Purchase in the webshop at rickfancy.com is available for everyone, registration is not mandatory.

Using

The products to be purchased should be placed in the shopping basket one by one using the add to cart button. Next to the button you can set the needed pieces.

You can view the content of your shopping basket by klikking on the basket menu item. You will get a screen with an overview of the items you selected and their costs

From here, you can change or cancel an article, continue shopping or pay your order.

- To cancel, click on the cross next to your order or select 'Remove shopping cart' to delete your entire order
- To continue shopping, click 'Back to article overview'
- To order, click "order"

To purchase an item you don't need to have a registration in rickfancy.com

However, setting up an account will make it easier and quicker to place your orders, enables you to use our Express re-order feature and lets you track your orders online.

For registration you have to give the following informations:

name

e-mail adress

telephone number

billing adress

and if the delivery address is different from the billing adress

If the registration successful you will get a confirmation e-mail about it.

You can also ask for delete your registration in e-mail.

In this case for placing a new order you have to give the needed information again.

It is responsibility of the customer to keep access data private, to update them if it is necessary.

He/she is obliged to report to the supplier if it comes to his/her knowledge that a third party misuse his/her data.

If you have forgotten your password you can ask for a new one to the registrated e-mail address.

Note! Check your personal information and especially your adress in the box below. In case your address is incorrect, please make sure to correct it before finishing the payment.

Payment

Once you have ordered successfully, you will enter the secure payment pages. Note: your order will be processed once we received authorization of your payment.

As far as the user has already registered on the website, he/she can continue the ordering procedure by giving registered e-mail address and password, he has got during registration process before.

Next step of the ordering the customer have to choose the payment method you wish to pay with, as well as the delivery method to inform the shop which way would you like to get your package.

The user with the help of a summary site can check all given data before and the items he/she would like to order. If you have made an entry mistake, you can correct any of the data with a pencil icon.

If you find everything alright, you can finalise your order by clicking to the button 'send the order' You will get confirmation about it on the site and in e-mail as well.

As far as you find mistake in your data after order procedure has finished (e.g in the confirmation e-mail) you have to make a sign immediately to the webshop,

Without reference to order the User can enter with the help of the window 'customer entrance' , or the entrance menu item

After entering appears the 'modification of data' menu item, where the data can be modified what was given during registration, as well as he/she can keep track his/her always-current order status and account statement

Finalization of the order (making an offer)

According you have convinced, that the content of the basket match to you have wanted to order, and your data are correct, you can close ordering by clicking to the 'order' button.

The information you can find on the website rickfancy.com don't constitute offer regard to entering into a contract as to seller.

In the case of the orders in the sense of its being subject to the present General Terms and Conditions You are the tenderer, you make an offer for the item on the webshop and the contract comes into existence by accepting it by the seller.

If the seller accepts a counter offer, this is a valid offer and acceptance.

Clicking on the order button you notice, that your offer should be deemed to have been made, and your declaration - after the seller has confirmed the order- implies an obligation to pay.

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Order processing, establishment of the contract

You can place your orders at anytime by the webshop. You will receive a confirmation mail about the purchase later on. The contract between the parties (customer and the webshop) arises by the order confirmation e-mail.

You will be bound by your offer for a period of 48 hours.

According your offer will not be confirmed within 48 hours (at the present General Terms and Conditions) by the seller, you will be absolved of your offer obligation.

The following payment methods are available at our shop:

Paypal

With this payment method we redirect our buyers to the PayPal page to pay for a product directly.

Your bank informations will be handled only there.

With PayPal, you can use a bank account, your PayPal balance, or your Visa, MasterCard, Discover, or American Express card as your preferred way to send money for goods and services.

Paypal helps keep your transactions secure by not sharing your full financial information with sellers.

It is easy and secure way to make purchases. Paypal is available in more than 200 countries

Cash on delivery

In case you would like pay for your item when you get it physically, cash on delivery payment method is available.

This payment method only available in Hungary.

Pre-Payment (Bank transfer)

After your placing order you will get an order confirmation in mail with a reference number for your order. The total shipping & handling cost will be listed under **Order Summary**.

Shipping is free for orders over 20.000 HUF (around 65-70 Euro, depending on the Official Daily Exchange Rates of Hungarian National Bank)

Needed information for Bank transfer
Recipient' Bank: OTP Bank Nyrt.
Recipient's name: Rickné Németh Csilla
Recipient's account number: 11773360-10194003-00000000
SWIFT code: OTPVHUBB
IBAN number: HU20 1177 3360 1019 4003 0000 0000

Order confirmation mail will include the order number, please write this number into transfer message field

Payment on the spot

Payment at the time of collecting goods on which work has been done.

Notice: there is no physical store on the following address. You can get your item only after placing your order online (rickfancy.com), you have to pay in cash on receipt of goods on the following address at a date and time agreed in advance:

Rickné Németh Csilla
7003 Sárbogárd
Simmelweis u. 20.
Hungary

Shipping methods and fees

All shipping takes place with Hungarian Post Services.

In case the delivery address is in the territory of Europe, and the total amount is over 20.000 HUF (around 65-70 Euro, depending on the Official Daily Exchange Rates of Hungarian National Bank), **shipping is free**. Otherwise the shipping cost and handling fees within Hungary is 500 Ft.

Outside of Hungary the shipping cost will be calculated automatically by selecting the country during order processing. Each country has its own predefined shipping cost, which is an estimated value, we reserve the right to change the shipping cost if necessary. In this case we will inform you as soon as possible by e-mail, or phone.

For outside the EU we will contact you before shipping to inform you about the additional shipping expenses. The delivery cost could be very different depending eminently on the measurements of the parcels.

Buyers are responsible for any customs and import taxes that may apply. The webshop is not responsible for delays due to customs.

Registered priority mail

After the payment the ordered items will be shipped by Hungarian Post in the usual way.

The parcel will be sent as registered and priority mail to the specified address.

Priority Mail will be delivered the next business day (in Hungary) and 2-4 working days to the other countries of Europe.

Collect of delivery (cash on delivery)

This service is only available in Hungary

In this case payment made on delivery, as soon as you have paid the amount for the postman you will get your parcel.

The price of this service is around 1.290 HUF

Automated Parcel Terminals

RECEIPT OF PARCELS – You can conveniently and quickly receive your web order parcels at the parcel terminals of Magyar Posta.

They are located in high traffic, accessible and safe areas, the parcel lockers allow e-shoppers to easily pickup their online purchases in the self-service automated pickup point of their choice, on extended time slots.

As soon as the parcel arrives in the selected parcel locker, the recipient receives an e-mail or SMS notification containing its unique pickup codes. These codes allows to log into the terminal and collect its package in less than 30 seconds, at the most convenient time.

You can find more information about it clicking on the link bellow

http://www.posta.hu/csomagautomata_gyik

Shippment fee is 499 HUF

Paying on cash

This service available only in Hungary

You can pick your item up at the address bellow after paying on cash:

(Appointment should be fixed in advance)

7003 Sárbogárd, Simmelweis Ignác utca 20.

Hungary

Please note: There is no physical shop at the address. You can only get your item what you have ordered in advance by the webshop.

Period of completion

We have put a lot of focus on making sure the items get delivered to our customers as quickly as possible. You will receive your order in few business days from the date that it is placed and confirmed by e-mail.

Estimated shipping period for local and international shipping

Hungary:1-3 days

Europe other countries: 1-5 days

non-Europe countries: 1-4 weeks

I'll do my best to meet these shipping estimates, but cannot guarantee them. Actual delivery time will depend on the shipping method you choose.

The delivery period is informative, any derogation from it will be indicated to you in e-mail.

With acceptance of the present contract terms and condition you take notice of that you expressly exclude the liability of the webshop because the reasonable shipping date exceeded.