

General Terms and Conditions

1. Introduction

These General Terms and Conditions (hereinafter GTC) contain the conditions for the use of the service available on the www.majoretteshop.eu website (hereinafter: website) by the user (hereinafter: Customer). The technical information required for the use of the website, which is not contained in these GTC, is provided by the information available on the website. By using the website, the User acknowledges and accepts the provisions of these General Terms and Conditions.

2. The Service Provider

Name: Nagné Rózsa Rischák self-employed

Headquarters: Hungary, 6800 Hódmezővásárhely, Kaszap street 17. 5th floor. 13 a.

Mailing address: 6800 Hódmezővásárhely, Kaszap utca 17. 5 em. 13 a.

EU tax number: HU57224497

Registration number: 55829443

Registering authority: Clerk of Hódmezővásárhely Municipality

Account managing financial institution: Raiffeisen Bank

Account number: HU11-12068009-00530315-00200007

Bank BIC/swift code: UBRTHUHB

E-mail address: info@majoretteshop.eu

Website: www.majoretteshop.eu

Phone number: +36-30-490-1914

Data of hosting provider: UNAS Online Kft (9400 Sopron, Major köz 2. I/15 unas@unas.hu, 36-99/884-000)

3. Activity on the website

The Majorette Shop online store deals in online retail of cheerleading and twirling equipments. A detailed description of the products can be found on the information page of the given product. The data contained here are informative. The images are sometimes illustrations, the colors do not always correspond to reality! Prices are in euro. From the point of view of the seller's VAT-free sales, the prices do not include VAT. The prices are informative, we reserve the right to change prices. The price of the product does not include the cost of delivery, which is borne by the customer.

4. Shopping on the website

4.1. Order process

The website provides an opportunity for product presentation and online ordering for Buyers. You can browse the website using the Buyer menu items. The products are listed in a category system.

The selected product can be placed in the cart using the "add to cart" button, next to the button the required number of pieces can be set. The User can check the contents of the cart using the "View cart" button. Here you can change the quantity of the product in the cart you want to order, or you can delete the given item. You can also use the Empty cart button to completely empty the basket. The User can continue the purchase process by clicking the Order button. As a second step, it is possible to enter, register, and purchase without registration.

In case of registration and purchase without registration, the User must provide the following data: e-mail address, name, telephone number, billing address and, if different, the delivery address. In addition to the above data, a password must also be entered for registration. The User can find out about the successful registration by e-mail and on the website. The User can ask the Service Provider to cancel his registration by e-mail, in which case he must register again for a new purchase. The User is responsible for keeping access data confidential. The User is responsible for updating his/her data and must notify the Service Provider if he/she becomes aware that his/her data has been misused by a third party. In case of forgotten password, a new password can be requested on the website to the registered e-mail address. If the User has previously registered on the website, the order process can be continued by entering their e-mail address and password.

As the next step of the order, the User must choose the payment and delivery method that suits him. With the help of a summary page, the User can check all the previously entered data and the products they want to order and their quantities. In case of data entry errors, you can use the pencil icon to correct the entered data. If you find everything suitable, you can finalize your order using the Submit Order button. You will receive confirmation of this on the website or by e-mail. If you notice incorrect data after the order has been recorded (e.g. in the confirmation e-mail), you must report it to the Service Provider immediately, but no later than within 24 hours. The information provided on the website does not constitute an offer to conclude a contract on the part of the Seller. In the case of orders falling under the scope of these General Terms and Conditions, you are considered to be the offeror, and the contract is established by the Seller's acceptance of the offer made by you through the website in accordance with the provisions of these General Terms and Conditions. By pressing the "Order" button, you expressly acknowledge that your offer must be considered as made, and that your statement - in the event of confirmation by the Seller in accordance with these General Terms and Conditions - entails a payment obligation.

4.2. Binding offer, confirmation

The Service Provider informs the User about the confirmation within 48 hours. If the User does not receive this confirmation within 48 hours, the User is released from his obligation to make an offer and is not obliged to take delivery of the ordered products. The confirmation e-mail contains the data entered during the purchase, the order data, the name and price of the ordered product(s), the chosen payment and delivery methods, the order number, as well as the User's comments about the order.

4.3. Creation of the contract

It is possible to conclude the contract in English. Placing an order is considered a contract concluded electronically, which is subject to the provisions of Act CVIII of 2001 on certain issues of electronic commercial services and services related to the information society. the provisions of the law are applicable accordingly. The contract falls under the scope of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between the consumer and the business, and takes into account the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights. In addition to the automatic confirmation e-mail, the Service Provider sends the User a second e-mail (separate acceptance e-mail) within 48 hours, with which the User accepts the offer, and thus the contract is concluded upon receipt of a separate e-mail regarding the acceptance of the offer by the Service Provider is created and not by the arrival of an e-mail about the automatic confirmation of the order.

4.4. Invoice

The Service Provider issues a paper-based invoice, which is sent together with the package.

4.5. Payment

4.5.1. Bank card payment with BARION

Online bank card payments are made through Barion's system. The bank card data will not reach the merchant. Barion Payment Zrt., which provides the service, is an institution under the supervision of the Magyar Nemzeti Bank, license number: H-EN-I-1064/2013.

4.5.2. Pay by bank wire: After processing the order, we will send you the transfer details by e-mail. After receiving the money, the package will be delivered, which we will notify you by e-mail.

Data required for reference:

Beneficiary: Rozsa Nagyne Rischak

Bank account number: HU11-12068009-00530315-00200007

Bank: Raiffeisen Bank, Swift code: UBRTHUHB

Please make the payment in advance within 7 working days. If the amount is not received, your order will be cancelled.

4.6. Delivery with GLS

GLS is one of Europe's leading parcel shipping service providers.

Orders are delivered between 8:00 a.m. and 5:00 p.m. on the working day after the package is sent.

If the Buyer is not at the specified address during this period, it is advisable to enter an address where the Buyer can definitely receive the ordered product as the delivery address.

The Service Provider sends a notification to the Buyer by e-mail about the delivery of the package.

If the Buyer is not at the specified delivery address at the time of delivery and the delivery of the package fails, the courier will leave a notification at the delivery address. With the help of the number on the notification, the Buyer has the opportunity to specify and negotiate a new delivery address and time with the courier service. The courier service will attempt to deliver the ordered products 1 more time.

If the packaging or the product is visibly damaged upon receipt of the package, and the damage occurred prior to receipt, the Service Provider will ensure the return or replacement of the product free of charge. The Service Provider assumes no responsibility for damage detected after receipt!

Shipping costs vary from country to country. You can find information about the fee schedule here: [pricing of shipping costs](#).

We aim to ship orders placed before 10 a.m. on the same (business) day and other orders the next business day.

Delivery time is 2-5 working days. You will receive a forecast of the expected delivery time by e-mail - with a time interval of 3 hours.

5.Right of withdrawal

5.1. Procedure for exercising the right of withdrawal

The provisions of this point apply only to natural persons acting outside the scope of their profession, independent occupation or business activity who buy, order, receive, use, use goods, as well as the recipient of commercial communications and offers related to the goods (hereinafter referred to as the Consumer).

To withdraw from the contract without reason within fourteen (14) days from the date of receipt of the product, or of the last delivered product in the case of multiple products, by the Consumer or a third party indicated by him, other than the carrier.

The consumer has the right to exercise his right of withdrawal in the period between the date of conclusion of the contract and the day of receipt of the product.

If the Consumer wishes to exercise his right of withdrawal, he must send a clear statement containing his intention to withdraw (e.g. by mail or electronically) to the Service Provider using the contact details indicated in point 2 of these GTC. The Consumer exercises his right of withdrawal within the deadline if he sends his cancellation statement to the Service Provider before the expiry of the above-mentioned deadline.

The Consumer bears the burden of proving that he has exercised his right of withdrawal in accordance with the provisions set out in point 5.

In both cases, the Service Provider will immediately confirm receipt of the Consumer's withdrawal statement by e-mail. In case of cancellation in writing, it shall be considered valid if the Consumer sends his statement to this effect within 14 calendar days (even on the 14th calendar day) to the Service Provider.

In the case of notification by post, the Service Provider takes into account the date of mailing, and in the case of e-mail, the time of sending the e-mail from the point of view of calculating the deadline. The Consumer sends the letter as registered mail so that the date of posting can be reliably proven.

In the event of cancellation, the Consumer must return the ordered product to the Service Provider's address indicated in point 2 without undue delay, but no later than within 14 days of the notification of cancellation. The deadline is considered to have been met if the Consumer sends the product (post it or hands it over to the courier he ordered) before the 14-day deadline has expired.

The cost of returning the product to the Service Provider's address is borne by the Consumer. The Service Provider is unable to accept the package returned by cash on delivery. Apart from the cost of returning the product, the Consumer will not be charged any other costs in connection with the cancellation.

If the Consumer withdraws from the contract, immediately, but no later than within 14 days from the date of receipt of the Consumer's withdrawal statement, the Service Provider will refund all the compensation provided by the Consumer, including the cost of transportation (paid for delivery), except for the additional costs that arose as a result, that the Consumer has chosen a different mode of transport than the cheapest usual mode of transport offered by the Service Provider. The Service Provider has the right to withhold the refund until the product has been returned, or the Consumer has not proven creditworthy that he has returned it: of the two, the Service Provider takes into account the earlier date.

During the refund, the Service Provider uses a payment method identical to the payment method used during the original transaction, unless the Consumer expressly consents to the use of another payment method; due to the application of this refund method, the Consumer will not be charged any additional costs.

The Consumer can only be held responsible for the decrease in value of the product if it occurred due to use exceeding the use necessary to determine the nature, properties and operation of the product.

5.2. In which cases does the Consumer not have the right of withdrawal

In the case of a non-pre-manufactured product that was produced by the Service Provider based on the Consumer's instructions or at his express request, or in the case of a product that was clearly tailored to the User.

With regard to a product with closed packaging, which cannot be returned after being opened after delivery for reasons of health protection or hygiene.

6. Warranty

6.1. Accessories warranty

In the event of defective performance by the Service Provider, the Customer may assert a warranty claim against the company in accordance with the provisions of Act V of 2013 on the Civil Code.

In the case of a consumer contract, the Buyer who is considered a Consumer can enforce his warranty claims for product defects that already existed at the time of delivery of the product within a 2-year statute of limitations from the date of receipt. Beyond the two-year statute of limitations, the Buyer can no longer assert its accessory warranty rights.

The Buyer may - at his choice - use the following accessory warranty claims: He may request repair or replacement, unless the fulfillment of the claim chosen by the Buyer is impossible or would involve disproportionate additional costs for the company compared to the fulfillment of other demands. If the repair or replacement was not requested or could not be requested by the Buyer, he may request a proportional reduction of the compensation or the Buyer may repair the defect at the company's expense, or have it repaired by someone else or - as a last resort - withdraw from the contract.

The Purchaser may transfer from his selected accessory warranty right to another, but the cost of the transfer shall be borne by the Purchaser, unless it was justified or the company gave reason for it.

The buyer is obliged to report the defect immediately after its discovery, but no later than within two months from the discovery of

the defect.

The customer can assert his accessory warranty claim directly against the Service Provider.

In the event of a defect recognized within six months of the performance (that is, after delivery, receipt), it must be assumed that the defect already existed at the time of performance, unless this assumption is incompatible with the nature of the defect or the nature of the product. The Service Provider shall only be released from the warranty if it disproves this presumption, i.e. it proves that the defect of the product occurred after it was handed over to the Customer. Based on this, the Service Provider is not obliged to accept the Customer's objection, if he can properly prove that the cause of the error is a consequence of improper use of the product. However, six months after the performance, the burden of proof reverses, i.e. in the event of a dispute, the Buyer must prove that the defect already existed at the time of performance.

6.2. Product warranty

Product warranty can only arise in the event of a defect in a movable thing (product). In this case, the Buyer who qualifies as a Consumer is - according to his choice - the 6.1. you can enforce your right or product warranty claim specified in point.

As a product warranty claim, the Buyer can only request the repair or replacement of the defective product.

The product is considered defective if it does not meet the quality requirements in force at the time it is placed on the market or if it does not have the properties described by the manufacturer.

The Customer may assert his product warranty claim within two (2) years from the date of the product's release into the market by the manufacturer. After this deadline, you will lose this right.

The Buyer may exercise his product warranty claim only against the manufacturer or distributor of the movable object.

The Buyer must prove the defect of the product in the event of a product warranty claim.

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

- the product was not manufactured or marketed as part of its business activities, or
- the defect was not detectable according to the state of science and technology at the time of placing it on the market or
- the defect of the product results from the application of legislation or mandatory official regulations.

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

Due to the same fault, claims for accessory warranty and product warranty cannot be asserted at the same time, parallel to each other. However, in the case of successful enforcement of a product warranty claim, the Buyer may assert his accessory warranty claim for the replaced product or repaired part against the manufacturer.

6.3. Validation of warranty claims

The Customer can validate his warranty claims at the following contact details:

Name: Rózsa Rischák Nagyné

Mailing address: 6800 Hódmezővásárhely, Kaszap utca 17. 5 em. 13 a.

Phone number: +36-30-490-1914

E-mail address: info@majoretteshop.eu

7. Complaints handling

The User may submit consumer objections regarding the product or the Service Provider's activities at the following contact details:

Name: Rózsa Nagyné Rischák

Mailing address: 6800 Hódmezővásárhely, Kaszap utca 17. 5 em. 13 a.

Phone number: +36-30-490-1914

E-mail address: info@majoretteshop.eu

The Service Provider will remedy the verbal complaint immediately, if it has the opportunity to do so. If it is not possible to remedy the verbal complaint immediately, due to the nature of the complaint, or if the Customer does not agree with the handling of the complaint, the Service Provider will keep a record of the complaint - which will be kept for five years, together with the substantive response to the complaint.

The Service Provider is obliged to hand over a copy of the protocol to the Customer on the spot in case of a verbal complaint made in person, or if this is not possible, then it is obliged to proceed according to the rules for written complaints detailed below.

In the case of a verbal complaint communicated by telephone or using other electronic communication services, the Service Provider shall send a copy of the protocol to the Customer at the latest at the same time as the substantive response. In all other cases, the Service Provider acts according to the rules for written complaints.

The Service Provider shall respond to the complaint received in writing within 30 days. According to this contract, the measure means mailing.

If the complaint is rejected, the Service Provider will inform the User of the reason for the rejection.

8. Other

8.1. General Terms and Conditions, modification of prices

The content of the contract between us is determined - in addition to the provisions of the relevant binding legislation - by these General Terms and Conditions (hereinafter: GTC) and further information on the website. Accordingly, these Terms and Conditions contain the rights and obligations of you and us, the conditions for the conclusion of the contract, the performance deadlines, the delivery and payment conditions, the liability rules, and the conditions for exercising the right of withdrawal.

You are obliged to familiarize yourself with the provisions of these GTC before finalizing your order. By purchasing through our online store, you accept the provisions of these Terms and Conditions, and the Terms and Conditions are fully part of the contract between you and the Seller.

The Seller is entitled to change the provisions of these GTC within the framework of the relevant legislation. Please read the provisions of the General Terms and Conditions before each purchase! Any modification of the General Terms and Conditions is valid from the time it is published on the website. Any changes will not affect the contracts already established (confirmed orders).

The Service Provider may change the prices of the products sold on the website and other indicated prices at any time with non-retroactive effect, the change comes into effect after publication on the website and is only valid for transactions following its entry into force.

8.2. Technical limitations

Shopping on the website presupposes the knowledge and acceptance of the possibilities and limitations of the Internet on the part of the Buyer, with particular regard to technical performances and errors that arise. The Service Provider is not responsible if any operational error is detected in the internet network, which prevents the operation of the website and the purchase.

8.3. Applicable legislation

CLV of 1997. law on consumer protection;

CVIII of 2001 Act on certain issues of electronic commercial services and services related to the information society;

Act V of 2013 on the Civil Code (PTK); 151/2003. (IX. 22.) Government decree on the mandatory guarantee for certain consumer durables;

Government Decree 45/2014 (II.26) on the detailed rules of contracts between the consumer and the business;

19/2014. (IV. 29.) NGM decree on the procedural rules for managing warranty and guarantee claims for items sold under a contract between a consumer and a business

