

General Terms and Conditions

General Terms and Conditions

General Terms and Conditions

(a) The Seller deals with jewelry and accessories, which are sold through its online store, eliteekszer1.myshoprenter.hu. The general terms and conditions apply to all purchases where the Buyer acquires products and services from the Seller, unless the Parties have agreed otherwise.

(b) In these terms, the Buyer is an individual who purchases from the Seller exclusively for private and personal purposes, not for commercial or other activities. A business, under these terms, is any individual, legal entity, or company purchasing as a legal entity for commercial or other activities.

(c) Any deviation, addition, or contradiction from these terms will render the contract invalid, unless the Buyer and the Seller have previously agreed otherwise in a separate agreement.

(d) The Seller reserves the right to change the terms and conditions on this page at any time. The new terms will override the previous terms.

(e) By using this website (including accessing, browsing, or registering on it), you unconditionally accept these Terms and agree to comply with them in the future.

2. Contract Formation

(a) The Seller may modify its offer at any time, exclusively and without prior notice. Every effort is made to ensure that the colors, design, and style displayed on the website accurately reflect the actual product. However, due to technical limitations of computers, the correct color display may not always be possible. Accordingly, the Seller is not responsible for any errors or inaccuracies in the product images or graphic representations on the website. If you have any questions about the products, you can contact our Customer Service via email at info@goldess.hu

(b) The confirmation of the order indicates that the Buyer fully accepts the Terms and Conditions. Every order placed on the Goldess website is done online through the internet. The transaction is a binding purchase agreement for the product(s) concerned. By pressing the "Submit Order" button during the online ordering process, the Buyer submits a binding order for the products in their shopping cart. The order cannot be modified or canceled, except under the express conditions outlined in the Terms and Conditions.

(c) The Buyer will receive an email confirming the receipt of their order. Please note that the first email does not signify the creation of the contract. The contract is formed when the Buyer receives the order confirmation or the email related to the dispatch of the products.

(d) If the Seller prepares the products for shipping, this also constitutes acceptance of the order. The Seller reserves the right to refuse the order without providing a reason.

(e) The order is accepted with the condition that the importer will deliver the products listed in the order to the Seller. This condition applies if the Seller has correctly ordered the product, but the subcontractor fails to deliver due to their fault. The Seller will make reasonable efforts to manufacture the products. If the products cannot be manufactured, the Seller will promptly refund any amounts already received. If the products are unavailable or partially unavailable, the Buyer will be notified immediately.

(f) After the contract is formed—and if the products were ordered electronically—the text of the contract, including the legally binding terms, will be sent to the Buyer via email. The data recorded on the website concerning the order serves as proof of the transaction between the Buyer and the Seller. In case of a dispute regarding a transaction made through the website, the data recorded by the Seller will be considered irrefutable evidence of the content of the transaction.

3. Retention of Title and Withdrawal

(a) For Buyers: The ordered products remain the property of the Seller until the full purchase price is paid.

For Entrepreneurs: The Seller is entitled to retain ownership of the goods until all claims related to the ongoing transaction are settled.

(b) If the Buyer violates the terms of the contract (especially non-payment, issues related to creditworthiness or legal proceedings, or falsification of data regarding the Buyer's assets in liquidation procedures), the Seller has the right to withdraw from the contract and demand the return of the goods at any time if the Buyer cannot, or can only partially, pay for the ordered products.

(c) The Entrepreneur is entitled to resell the products in normal business practice, but all debts are transferred to the Seller, with the total amount being the final sum of the invoice, including all costs incurred during resale to the Buyer or a third party. The Entrepreneur accepts this transfer. After the transfer, the Entrepreneur has the right to collect the claim. The Seller reserves the right to collect the claim if the Entrepreneur fails to meet their obligations or falls into payment delay.

(d) Upon the Buyer's request, the Seller is obligated to provide security if the realizable value from the Buyer exceeds 10% of the Seller's expected claims. The Seller reserves the right to choose which security to release.

4. Prices and Payment

(a) Prices may vary. Prices are calculated based on the price list valid on the day of shipment and any discounts applied, plus the Value Added Tax (VAT) as determined by the Seller.

(b) For long-term contracts: Additional shipping costs apply, as indicated in the summary of Shipping Costs (see Shipping; Section 6 of these Terms). This amount, including VAT, must be paid by the Buyer in addition to the price of the product.

(c) The Buyer has the right to offset claims and debts only in the case of claims recognized by the Seller. The Buyer may exercise this right if the offsetting of counterclaims arising from the same transaction means no further payment is required.

(d) In case of pricing errors or incorrect product information due to typographical or system errors, the Seller reserves the right to cancel orders with incorrect data, without the Buyer being obligated to accept further terms after receiving the order confirmation or shipping notice.

5. Payment Options and Shipping Costs

(a) The customer may pay with all major credit cards – Visa, Mastercard, and American Express. PayPal and prepayment are also accepted. The seller reserves the right to refuse certain payment methods.

(b) Online credit card and other payment methods are processed through the Barion system. The bank card or other payment details are not passed on to the seller. Barion Payment Zrt., the service provider, operates under the supervision of the Hungarian National Bank, with authorization number H-EN-I-1064/2013.

(c) The shipping cost is the sum of the Seller's shipping fees. Further details can be found under Shipping Costs.

6. Shipping

(a) Unless otherwise specified, prices include VAT (where applicable) but exclude shipping charges. Shipping is free for orders over 10,000 HUF. The delivery time is typically 2-5 business days depending on the shipping partner. Each partner will notify customers about the expected delivery date via SMS.

(b) If a Goldess product is unavailable after the order, the Seller will immediately reorder it and notify the Customer about the delay, providing the expected delivery time. To speed up delivery, these products are marked in our signal light system. Products marked with a green light are in stock or can be produced within a short time.

(c) The Seller reserves the right – if circumstances require – to deliver the order in multiple shipments. In such cases, the Customer's interest must be considered, and no additional costs can be charged.

7. Risk Transfer

(a) The Customer is responsible for checking that they received the correct product according to their order immediately after arrival. In case of any discrepancy, they do not have to accept the package, and the issue (e.g., evidence of tampering, damaged product, missing product, or a product differing from the order and/or shipping note) should be indicated in writing on the declaration with the carrier. Remember that the risk of accidental loss or damage – including during shipping – transfers to the Customer at the moment of acceptance.

(b) In the case of Entrepreneurs, the risk of accidental loss or damage to the product transfers to the Entrepreneur at the time of delivery. If a carrier is used, the risk transfers to the carrier or any other person responsible for delivery. Rejection of the ordered goods by the Customer or Entrepreneur still counts as delivery.

(c) After placing the order, including the product details and the order completion, the price stated in the email confirmation does not include "customs duties" (if applicable), which must be paid for exports and imports in the Customer's country. By placing the order, the Customer unconditionally agrees to cover all additional costs.

8. Consumer Right of Withdrawal

(a) Cancellation Conditions

(i) If the Seller is unable to deliver on the previously specified date, they must notify the Customer immediately. If there are disruptions in the Seller's business operations, for which they are not responsible, or if the disruptions are present with subcontractors, the delivery time will be extended according to the length of the disruption. The Customer has the right to withdraw from the contract without justification by returning the goods and submitting the "Return Form" within 60 days of receiving the product, and in compliance with the conditions described in the Return Policy. This does not apply to products made according to the Customer's specifications or products altered based on the Customer's instructions.

(ii) The period begins when the Seller receives the Customer's written instruction to cancel the order (if the order was delivered in parts, the period starts only after receiving the first part), and not before the Seller has fulfilled their informational responsibilities and other legal obligations. To handle the cancellation correctly, both the declaration and the goods must be sent within the required time.

Send the cancellation to the following address: Phone: +36 70 630 0051

Email: info@goldess.hu

(b) Consequences of Withdrawal

(i) The withdrawal is successful if the goods and money, including any accrued benefits (e.g., interest), exchanged between the two parties, are transferred. If the Customer cannot return the product, or can only return part of it, or returns it damaged, the Customer must compensate the Seller for the full replacement value of the goods. If the product was used in bad faith or for unlawful profit, withdrawal may not be possible. No compensation is required for products that were used as intended.

(ii) The Customer must pay for the return shipping. The Seller will not accept goods if the package arrives without proper postage or without postage.

The Seller must process the returned goods within 2-4 days after their arrival. For products that cannot be sent by post, the Seller will arrange for pickup.

The Seller must refund the relevant amount within 30 days from the receipt of the withdrawal declaration or the product. The Seller has the right to determine if the product is in its original condition when returned to Goldess. The Seller is not responsible if the returned goods are lost, sent to the wrong place, or arrive late; the Customer is responsible for shipping.

(iii) The following products cannot be returned:

Products made according to the Customer's specifications or altered based on the Customer's instructions.

9. Returns

(a) If the Customer is a natural person making a private order and does not intend to use it for business purposes, they are considered the Customer and have the right to withdrawal and refund, which are further explained below.

To exercise the right of withdrawal, the conditions in Section 8 must be met, and the Customer must return the product in its original condition and packaging.

10. Warranty

(a) Delivered products may differ slightly from those depicted on the internet. The Customer must check the product information before confirming the order (see Section 2).

(b) The Seller may choose to fulfill the warranty claim by repairing or replacing the product. The Seller has the right to refuse the chosen option if it is unavailable or involves unreasonable costs, and another form of fulfillment will not result in significant loss to the Customer.

In the case of Entrepreneurs, the Seller specifies whether the remedy for a warranty issue will be a repair or a replacement.

(c) If the subsequent fulfillment is not carried out, the Customer may request a price reduction or cancellation of the agreement (withdrawal). For minor defects, the Customer does not have the right to withdrawal, considering mutual interests. In the case of claims against subcontractors, the Customer may request compensation for unnecessary expenses, evidenced by a bill.

(d) The Customer's rights for product defects are valid only if the Customer has properly fulfilled the obligations related to inspection and notification. Entrepreneurs must notify the Seller of any obvious defects as soon as possible, no later than two weeks after receiving the product; the warranty becomes invalid if this is not done.

(e) In the case of Entrepreneurs, the product's quality is judged based on the manufacturer's commercial description. No other public statements, certifications, or data in the manufacturer's advertisements will be accepted as a contractual description of the product.

(f) The Customer's warranty lasts for 2 years from the product's delivery. This 2-year warranty period does not apply if the Customer intentionally or negligently handles the product. The above liability restrictions do not apply if the loss is due to fatal accidents, physical injury, or health damage.

(g) The Seller does not provide any other legally binding warranties unless a separate agreement is made. Manufacturer warranties remain unchanged.

11. Limited Liability

(a) The Seller's liability for minor breaches of obligations and the subcontractors' liability is limited to foreseeable, typical contractual, immediate, average defects related to the type of product. This also applies to minor breaches by the Seller's legal representatives or agents. The Seller is liable for any breach of the Customer's contractual rights. Contractual rights are those that the contract mandates for the signatories. The Seller is responsible for breaches that make the contract's implementation impossible according to the rules and which customers generally rely on.

12. Privacy Policy

Please carefully read the entire Privacy Policy before using the site, which is summarized here. By providing information through or to the website, you consent to the collection, processing, and storage of your data as outlined in the Privacy Policy.

Goldess processes your personal data in accordance with Regulation (EU) 2016/679 (GDPR), the EU-U.S. Privacy Shield, and applicable local Data Protection Laws.

Iszak Gábor Adrián EV

Tax number: 90845745-1-42

Address: 1149 Budapest, Nagy Lajos Király Út 125

info@goldess.hu

+36 30 849 9055