

General Terms and Conditions

1.) Introduction

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This General Terms and Conditions of Contract („GTC”) contains the terms and conditions of the services, available at pillow-duvetworld.eu („website”) for the recipient („user”). Technical informations, not involved in the GTC, are presented in other informational parts of the website. By using this website, the user accepts the terms and conditions, involved in the GTC.

The provider shall be entitled to change the terms of this GTC unilaterally at any time, except for the orders already confirmed in writing. Any changes enter into force at the time they appear on the website.

2.) The provider

2.) The provider

Company name: Hausel-Bútor Kft.

Postal address: Hungary, 6721 Szeged, Római krt. 42

Name of the representative: Hausel Norbert

Commercial ID No: 06-09-009518

Registered on court at: Csongrád Megyei Bíróság mint Cégbíróság

Tax number: 13369341-2-06

EU VAT number: HU13369341

Data protection registry number: NAIH 58720/2012

Company registration number: 0609009518

IBAN: HU10117350052605297300000000

E-mail address: info@pillow-duvetworld.eu

3.) The provider's performance

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3.1 The customer can get familiar with the main characteristics of the products and the instructions for use of product by visiting the information page of the specific product, or by reading the instruction manual, attached to the product. In case you have any questions regarding the product before purchasing it, our customer service is more than happy to help you. To every product, marketed by us – if it is prescribed by law – we attach an instruction manual. If you, by accident, do not receive the instruction manual, you were supposed to get together with the product, please inform our customer service without delay – before starting to use the product -, and we will send it to you. In case of you have complaints about the quality, main characteristics, use or usability of any product, found in our Webshop, or you need more information, than presented on the website, feel free to contact our customer service. Contact informations of the customer service can be found in the previous section.

3.2. *Sales price is always equal to the gross price appearing next to the specific product, and it doesn't include VAT. The VAT is calculated at the cart according to the destination country.*

3.3. Registration is not mandatory (but recommended), you can freely discover our website. In order to place an order, you only have to fill in the mandatory fields in the shopping cart. If you enter incomplete information, or use incorrect format, you will receive an error message. Products, placed in the cart can be removed one by one or all together. Products, placed in the cart, as well as the information, given on the purchase order template can be freely modified until clicking on the „Checkout” button. The provider informs the Customer about order data in an automatic confirmation letter, sent with the purpose of data reconciliation. If no modification is received within 48 hours, we consider the order finalised. We cannot guarantee delivery by a specific time. The delivery fees are calculated at the cart according to the destination country. The provider does not add new items to orders, that are already placed. The Customer can use means of transportation, other than described above (shipping agent), in this case, the delivery charge will not be invoiced by us, and the delivery is at the Customer's cost. You can track your parcel at DPD, by using the reference number, sent to the Customer in the order confirmation letter at the following sites: dpd.com. The Pillow-DuvetWorld.eu Webshop can deliver your orders throughout the entire territory of European Union .

4.) Terms of use

4.1 Responsibility

The security level of the Pillow-DuvetWorld.eu Webshop is optimal, using it is safe, but we recommend you to take the following safety measures: use antivirus and antispyware softwares with up-to-date databases, and install the latest security upgrades for your operation system. Placing orders on the website presupposes that the Customer is familiar with the technical limits of the Internet, and accepts the risks of errors, that accompany the use of the technology.

The Customer can use the webpage only at their own risk, and accepts, that the provider does not take responsibility for any material or non-material damage occurred while using the website, except for cases when the contract was breached deliberately, with gross negligence or in connection with a criminal offence, and breaches of contract, threatening life, damaging physical integrity or health.

The provider does not take any responsibility for the behaviour of the users of the website.

The Customer must not violate third party rights or laws, neither directly, neither indirectly while using the website.

The provider is entitled, but not obliged to control contents (e.g. comments), posted by the customers while using the website. The provider is entitled, but not obliged to monitor the posted contents, in search of illegal activity, and does not take any responsibility for these activities.

4.2 Copyright

This website and its content (texts, pictures, graphic design etc.) is protected by copyright. You may not distribute or commercially exploit the website or its content.

All rights reserved © Hausel-Bútor Kft.

5.) How to buy on the website

5.1 Order-placing process

The website let's you examine and order the items. The Customer can browse on the website by using the menu options. The items are separated by categories. In the category „Promotional items“, you can find all promotional items we offer. Below every product, you can see the starting date and the final date of the promotion, or the starting date and the label „**until stocks are exhausted**“. At the option „**Pay less, get more**“, you can find the items with volume discount in case of ordering several pieces. At the option „**New items**“, You can find the latest items we offer.

By clicking on a category, you'll find the list of items. If not all the items in the category can be shown on one page, you can turn the page and see the rest of the items by clicking on the numbers under and over the items. You can get access to the item description by clicking on its name on the list, you can also see the characteristics and the price of the item.

You can search for specific items on the webpage by entering keywords in the search bar. The results of the search will appear on a list, similar to the categories.

The item can be placed into the shopping cart by clicking on the shopping cart button, you can adjust the item quantity next to the cart button. The user can check the items in the cart at the shopping cart option. Here you can adjust the quantity of items, and also remove them, if necessary. By clicking on the „empty cart“ button, you can remove all items at once. By clicking on the „Order“ button, the user can continue the buying process. Then two choices are offered: you can either registrate, either continue the process without registration.

Regardless of what you choose, you'll have to enter your personal data: e-mail address, name, telephone number, billing address (and shipping address, if it's not the same). In order to registrate, besides the previously mentioned data, you'll also have to choose a password. You'll receive information about the successful registration in e-mail. You can ask the provider in e-mail, if you'd like your registration to be deleted. In this case, you'll have to registrate again, in order to place new orders. The responsibility for the privacy of access data lies with the provider. The user is responsible for refreshing their data on the website, and is obliged to notify the provider, if they find out about any abuse of their data by a third party. If you forgot your password, you can ask for a new password on the webpage, and we'll send it to the e-mail address you entered at registration.

Further on, the user can choose the payment and shipping method that suits them. The user can check all previously entered information and products at the summary page. If the user finds everything all right, they can finalize the order by clicking on the „Order“ button. They'll receive confirmation about the order on the webpage, and also in e-mail.

In case the user finds a mistake in their order after placing it (e.g. in the order confirmation e-mail), they have to notify the provider about this immediately, but within no more than 24 hours after ordering.

The user can log in to the website through the Log In or customer log in options. After logging in, they will get to the „Change customer details“ page, where they can modify the informations he entered at the registration, check previous orders and follow the status of their orders.

The Customer can get familiar with the main characteristics of the products and the instructions for use of product by visiting the information page of the specific product, or by reading the instruction manual, attached to the product. In case you have any questions regarding the product before purchasing it, our customer service is more than happy to help you. To every product, marketed by us – if it is prescribed by law – we attach an instruction manual. If you, by accident, do not receive the instruction manual, you were supposed to get along with the product, please inform our customer service without delay – before starting to use the product -, and we will send it to you. In case of you have complaints about the quality, main characteristics, use or usability of any product, found in our Webshop, or you need more information, than presented on the website, feel free to contact our customer service. Contact informations of the customer service can be found in the previous section.

5.2 Validity of offer and order confirmation

The provider has to confirm the order within 48 hours. If the user does not receive order confirmation within 48 hours from the placing of order, the user shall not be obliged to take the items he ordered.

The provider does not take responsibility for any delay or other errors, caused by the incorrect or inaccurate data, entered by the user.

We immediately receive orders, and send an automatic confirmation. If this does not happen, our future customer can contact us on telephone.

The confirmation letter contains the details, entered at the registration, order details, the name and price of the products ordered, the chosen payment and shipping method, the number of order and every other „Additional info“ of the user.

5.3. Conclusion of contract

Conclusion of contract is available in Hungarian. Placing an order constitutes electronically concluded contract, which is regulated by „Act CVIII of 2001 on certain issues of electronic commerce services and information society services“. The contract is subject to Government decree 45/2014 (II.26.), and conforms to Directive 2011/83/EU on consumer rights.

The provider, apart from the automatic confirmation letter, sends another e-mail (acceptance e-mail) to the user within 24 hours, in which he accepts the offer of the user. Thus the contract concludes at the receipt of this acceptance letter, and not at the receipt of the automatic confirmation e-mail.

5.4. Filing of the contract

The contract, concluded through the website isn't considered a written contract, the provider does not file it, and it is not accessible later on.

5.5. Invoice

The provider generates and prints the invoices and sends it across to the buyer along with the parcel, or separately by post.

If the user would like to receive separate invoices for separate items, they are advised to order them separately, or indicate it at the „Additional info“ option during the ordering process.

5.6. Payment methods

5.6.1. Proforma payments

In this case, the provider will send a proforma invoice to the Customer via e-mail. In the upper right corner of the invoice you'll find the bank account number of the provider. During the transaction, the Customer should refer to the reference number of the proforma invoice. In case of proforma payment, we do not charge you an administration fee.

Bank Name: OTP Bank Zrt.

IBAN: HU10117350052605297300000000

SWIFT: OTPVHUHB

5.6.2. Card payments

If you have a MasterCard, Maestro, Visa, Visa Electron or American Express card, you can use it to make online purchases on our

website. All transactions are made through OTP Bank's secure E-payment system. Official information in Hungarian about OTP Bank's payment system can be found [here](#).

5.6.3. PayPal

With this payment method, we will redirect the customer to the PayPal system. There can you use your credit card or already existing PayPal user for account settlement. You must always enter your credit card details on PayPal, so they will not reach the merchant under any circumstances. Accepted credit cards: Visa (some Electron card too), EC/MC embossed card.

The cost of this payment method is 3%, which is automatically assigned to the amount to be paid.

5.7. Shipping

Upon delivery, the user should thoroughly inspect the package, and make sure that it is undamaged. If you are unsatisfied with the condition or have any concerns regarding contents, please ask the courier to add your comments to the "Delivery Document". By taking the package from the courier and signing the receipt, you acknowledge the correctness of the quality and quantity of the product, so later on he can only exercise his withdrawal right. Once the courier left, the provider does not accept complaints about the quality and quantity of the items.

If the packaging or the item itself is visibly damaged at the receipt, and the damage was made prior to the receipt, the provider takes back or replaces the item. The provider does not take responsibility for damages, noticed after the receipt.

The provider – unless otherwise agreed - is obliged to deliver (ship) the item to the Customer without delay, but within no more than 30 (thirty) days. If the provider fails to deliver on time, the Customer can appoint a new delivery deadline. If the provider misses this new deadline as well, the Customer can withdraw from the contract. The Customer is only entitled to withdraw from the contract without appointing a new delivery date if the provider refused to perform, or if the contract – due to the agreement or the recognisable purpose of the service - should have been fulfilled during the execution time (and not in any other time).

The provider retains title of ownership to the goods in question until the price of the items, received from the provider or the agent of provider (shipping company) has been paid in full. The Customer agrees, that he pays the cost of the item(s) and service(s) (shipping) at the receipt of goods to the couriers of DPD, operating as the subcontractors of the provider. Even if he refuses to do it, he is still obliged to pay the shipping fee to the aforementioned shipping companies. The Customer agrees, that he will not question that the provider retains title of ownerships, and that he is criminally liable if he fails to respect the aforementioned.

6.) Right of withdrawal

6.1 How to exercise the right of withdrawal?

Paragraph 6. of this GTC is only to be applied for natural persons, who are purchasing, ordering, receiving or using goods, or are recipients of commercial communication or offer (customer) not for commercial, professional or VAT purposes.

The customer is entitled to withdraw from contract without giving any reason within fourteen (14) days from the day on which customer acquires, or a third party other than the carrier and indicated by the customer acquires, physical possession of the goods.

The customer exercises their right of withdrawal in the period between the day of placing the order and the day of receipt as well.

To exercise the right of withdrawal, the customer must inform us (at one of our contacts, listed in point 2. of the GTC) of their decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). The customer may use the model withdrawal form, attached to the order confirmation e-mail. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

The burden of proof that he exercised their right of withdrawal according to the provisions of point 6. of this GTC is on the customer.

In both cases, the provider immediately confirms that he received the statement of withdrawal.

A withdrawal in writing is considered valid, if the customer sends the statement to the provider within 14 days.

When evaluating the validity of the the statement of withdrawal, the provider takes into consideration the day the mail was posted, if the statement was sent by post, if it was sent by e-mail, then the day the e-mail was sent. The customer should post their statement as a registered mail, and should be able to prove that they posted the mail on time.

The customer shall send back the goods or hand them over to the provider, without undue delay and in any event not later than 14 days from the day on which they communicate their withdrawal from this contract to the provider. The deadline is met if the customer sends back (posts or hands it over to a courier of their own choice) the goods before the period of 14 days has expired.

The customer shall send back the item(s) to the provider at their own cost. The provider does not take cash on delivery parcels. Apart from the cost of returning, the customer will not be charged for the withdrawal.

If the customer withdraws from this contract, the provider shall reimburse to them all payments received, including the costs of delivery (with the exception of the supplementary costs resulting from the customer's choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which the provider is informed about the Customer's decision to withdraw from this contract. The provider may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

The provider will carry out such reimbursement using the same means of payment as the customer used for the initial transaction, unless they have expressly agreed otherwise; in any event, the customer will not incur any fees as a result of such reimbursement.

The customer can only be held responsible, if during the withdrawal period, the good has been damaged or has been used beyond what is necessary to establish the nature, characteristics or functioning thereof.

6.2 The customer may not exercise the right of withdrawal provided for in Paragraph 6 in respect of contracts:

- For the provision of services, if the performance has already been completed, it had begun with the customer's agreement, and if the customer had agreed, that after the completion he would lose the right of withdrawal.

- For the supply of goods made to the customer's specifications or clearly personalized for his personal needs.

- **For the supply of goods which are not suitable for return due to health protection or hygienic reasons if unsealed after delivery.**

- For the supply of goods which are inseparably mixed with other items after delivery.

The provider reserves the right to retain an indemnity from the price of the good that is returned if, during the withdrawal period, the good has been damaged or has been used beyond what is necessary for your verification of such good. Be advised, that duvets, pillows, mattresses and toppers should be tried out with the packaging on, before opening the packaging. The loses the right of withdrawal if he opens the packaging of duvets, pillows, mattresses and toppers, since there is a possibility that they made extended contact with human body or bodily fluids, therefore their health and hygienic quality cannot be guaranteed. This also applies to the vacuum packed mattresses, because during the unpacking process the original package will be removed. (Government Degree

45/2014 (II. 26.) 29. § (1)). The customer cannot exercise the right of withdrawal, if he ordered a customized item. In this case, he can only withdraw from the contract, if the delivered product or the completion is erroneous (e.g. product quality complaints).

[Statement of withdrawal model](#)

7.) Warranty and guarantee

7.1 Product warranty

Product warranty only applies to defects of goods (items). The provider's liability shall be limited to repair or replacement of defective material only.

An item is considered defective, if it does not meet the quality requirements for the product currently in effect at the time of distribution by the manufacturer or it does not have the features, which are listed in the description provided by the manufacturer.

The customer can only exercise warranty claims against the manufacturer or the retailer of the item.

When exercising a claim, the burden of proof that the item was defective is on the customer.

The manufacturer (retailer) isn't liable for warranty claims, if they can prove that:

- it has manufactured or distributed the product other than within its business activity or independent employment;
- at the time of the distribution of the product the defect was not recognizable according to the state of the art technology;
- the defect of the product has been brought about by the application of the law or any obligatory official regulation

Warranty shall be governed by the provisions of Act IV of 1959 on the civil code of the Republic of Hungary, and the Government Decree 151/2003. (IX. 22.) on the compulsory warranty on certain consumer goods designated for long-term use. Within 3 (three) working days after the purchase, the provider is obliged to replace the device, provided that it does not work properly, and the defect prevents the intended use. The provider is entitled to hire a qualified service to examine the defect. If the service finds out, that the defect was caused by unintended use, the cost of repair shall be born by the customer.

You can find detailed information about guarantees and warranties here.

7.2 Compulsory warranty

For warranties for certain consumer goods designated for long-term use, the provisions of „Government Decree 151/2003. (IX. 22.) on the compulsory warranty on certain consumer goods designated for long-term use” shall be applied. Objects covered under this Government Decree are those new items, purchased under consumer contracts on the territory of Hungary, that are listed in the annex to the decree. The warranty period for the goods designated for long-term use, listed in the annex to the government decree is one year, starting with the day the customer acquires possession of the item. If the item is installed by the provider or his Agent, the warranty period starts with the day of installation.

The warranty period according to the product categories:

- 6 months on beddings (Pillows, duvets, mattress protectors, sheets, bed linen, etc.)
- 12 months on toppers
- 24 months on mattresses

The provider is exempted from the compulsory warranty only when it can prove that the event causing the fault occurred after the performance of the service.

The user can not enforce warranty claims for quality and product warranty claims simultaneously for the same fault, otherwise each Consumer is entitled to exercise the rights associated with the warranty irrespective of the rights referred to in Point 7.1 of the GTC.

7.3 Enforcement of warranty rights

The user can present his warranty complaints by contacting the provider here:

Company name: Hausel-Bútor Kft.

Postal address: Hungary, 6721 Szeged, Római krt. 42

E-mail address: info@alvasstudio.hu

Telephone: +36 62 466 460

Mobile telephone: +36 70 930 8392

8.) Enforcement of rights

8.1. Place, time and way of Claim administration

The user can present his complaints regarding the item or the performance of the provider by contacting the provider here:

Company name: Hausel-Bútor Kft.

Postal address: Hungary, 6721 Szeged, Római krt. 42

E-mail address: info@pillow-duvetworld.eu

The provider, if it is possible, resolves all oral complaints immediately. If it is impossible to resolve the oral complaint because of its nature, or the user does not accept the resolution of the complaint, the provider draws up a record about the complaint.

If the oral complaint is made in person (at the store), the provider is obliged to hand over a copy of the customer complaint record to the user at once. If this is not possible, he is obliged to follow the regulations about complaints in writing, detailed below.

If the oral complaint was made on phone, or by other means of electronic communication, the provider sends a copy of the record, along with the substantive response, at the latest.

In every other case, the provider follows the regulations about complaints in writing.

The provider labels the complaints, made on phone, or by other means of electronic communication with a unique reference number, which later makes it easier to resolve the complaints.

If the complaint was made in writing, the provider sends a substantive response within no less than 30 days. According to this contract, the day of posting the response is considered the day of response.

If the complaint is rejected, the provider informs the customer about the reason of rejection.

8.2. Other means of enforcement of rights

The contracting parties do their best to settle the issues through negotiations. Matters not regulated in this Contract shall be governed by the provisions of the laws in force including, in particular, the provisions of the Civil Code relating to mandates.

If the consumer disputes between the provider and the user cannot be settled through negotiations, the following options are

available for the user:

- The European Committee created an online dispute resolution platform ("ODR-platform"). The platform serves as a mediator for out-of-court settlement of disputes regarding contractual obligations, online sales and service contracts. "Online Dispute Resolution Platform is available for customers on the website of the European Committee. You can open it by clicking on the link: <http://ec.europa.eu/consumers/odr>. In order to initiate the settlement process, you only have to register yourself at the site, properly fill in the complaint blank and submit it through the platform. This way, consumers can easily enforce their rights despite the distance.

9.) Miscellaneous

9.1 GTC, change of prices

The prices displayed on the website are subject to change. We reserve the right to change prices at all times and without notice. The prices displayed on the website at any moment are only valid at that moment. If, despite all due care of the provider, there is an error in the price of goods on the website, especially for obviously incorrect prices e.g. for prices that highly differ from well-known, conventional or estimated prices of the product, or for „0 EUR“, „1 EUR“ priced items, displayed because of system error, the provider is not obliged to deliver the item at the incorrect price. Instead, the provider can offer the delivery at the correct price, and the customer can withdraw from the purchase, if not satisfied with the actual price.

9.2 Technical limitations

Placing orders on the website presupposes that the customer is familiar with the limits of the Internet, and accepts the risk of errors. The provider is not responsible for any network errors, disturbing the functioning of the webpage and the buying process.

9.3. Privacy policy

The provider uses the information users provide about themselves only to fulfill contracts, and later prove the terms of the contract. We do not share this information with outside parties except to the extent necessary to provide the service. The provider handles all personal data of the customers according to Act LXIII of 1992 on the protection of personal data and the publicity of data of public interest.

You can read the detailed Privacy policy at the Privacy Policy option.