

Article 1 - Definitions

In these terms and conditions the following definitions apply:

1. **Architectural Decor Ltd.:** the Private Limited Liability Company Architectural Decor Ltd., hereinafter referred to as: "Architectural Decor", having its registered office in Hungary, distance-selling decoration elements made out of polyurethane foam or polystyrene to consumers in the European market, trading under the "Gaudi" name;
2. **Gaudi:** the name under which the decoration elements made out of polyurethane foam or polystyrene are offered by Architectural Decor to consumers, hereinafter referred to as: "Gaudi";
3. **Consumer:** the natural person not acting in the practice of a profession or a company and entering into a distance-agreement with Architectural Decor;
4. **Reconsideration period:** the term during which the consumer can exercise his right of revocation;
5. **Day:** calendar day;
6. **Permanent data carrier:** every means that enables the consumer or Architectural Decor to store information that is aimed at him personally, in such a way that future consultation and unaltered reproduction is possible.
7. **Right of revocation:** the possibility for the consumer to withdraw from the distance-agreement within the reconsideration period;
8. **Model form:** the model form for revocation provided by Architectural Decor that can be completed by a consumer if he should wish to exercise his right of revocation.
9. **General Terms and Conditions:** these General Terms and Conditions of Architectural Decor.

Article 2 – Identity of Architectural Decor

Architectural Decor Ltd.

Registered office: Budapest, Honvéd utca 8.1 em. 2, 1054, Hungary.

Visiting address: Heinenoord, Boonsweg 13, 3274 LH, the Netherlands.

E-mail address: info@gauididecor.eu

Registered with the Chamber of Commerce in Hungary under number: BU25292815

VAT number in Hungary: HU25292815

VAT number in the Netherlands: NL824065372B01

Article 3 - Applicability

1. These General Terms and Conditions shall apply to all offers made by Architectural Decor and to all orders and agreements concluded at a distance between Architectural Decor and consumer.
2. The text of these General Terms and Conditions shall be available to the consumer in such a way that future consultation and unaltered reproduction is possible. If this is not reasonably possible, before the agreement is concluded at a distance, it shall be made known where the General Terms and Conditions are available for electronic perusal and that they shall be forwarded free of cost electronically or otherwise at the request of the consumer.
3. In the event that one or more of these provisions are declared null and void or otherwise not binding, the remaining provisions of these General Terms and Conditions shall remain in force and the provision at issue shall be replaced without delay by another with a tenor as much as possible similar to that of the original provision.

Article 4 – The offer

1. The offer is free of obligation. Architectural Decor is entitled to altering and adjusting the offer.
2. Manifest errors or mistakes in the offer shall have no binding effect on Architectural Decor.

3. All images, specifications and / or other descriptions in the offer are indicative and cannot lead to compensation or annulment of the agreement.
4. Architectural Decor cannot guarantee that the colours represented are exactly the same as the real colours of the products.

Article 5 – The agreement

1. The agreement shall be established, with reservation of provisions that have been stipulated in article 4, at the moment of acceptance of the offer by the consumer and compliance with the conditions stated.
2. If the consumer accepts the offer electronically, Architectural Decor shall immediately confirm receipt of acceptance of the offer electronically. Manifest errors or mistakes in the confirmation shall have no binding effect on Architectural Decor.
3. Architectural Decor may inform itself – within legal limits – whether the consumer is able to comply with his payment obligations, and also of all of those facts and factors that are of importance for a sound conclusion of the agreement at a distance. If, on the basis of this investigation, Architectural Decor has sound reasons not to enter into the agreement, he shall be justified to refuse an order or request or to add special conditions to the performance.
4. All agreements are entered into under the suspensory condition of sufficient availability of the products at issue.

Article 6 – Right of revocation

1. On the purchase of products the consumer has the right during 14 (fourteen) days to annul the agreement without reason given. This period commences on the day after receipt of the product by the consumer or a representative appointed by the consumer as made known to Architectural Decor in advance.
2. During this reconsideration period the consumer shall handle the product and packaging carefully. The consumer must only unpack or use the product to the extent that is necessary to be able to assess whether he or she wishes to keep the product or not. If the consumer wishes to exercise his right of revocation, he shall return the product with all its accessories and – if reasonably possible – in its original state and packaging to Architectural Decor, in compliance with the reasonable and clear instructions provided by Architectural Decor.
3. If the consumer wishes to exercise his right of revocation, he shall be obliged to notify Architectural Decor thereof within 14 (fourteen) days after receipt of the product. The notification shall be made by the consumer by means of the model form. After the consumer has notified Architectural Decor of his wish to exercise his right of revocation, the consumer shall return the product within 14 (fourteen) days after the notification to the visiting address at Boonsweg 13, Heinenoord, 3274 LH, the Netherlands. The consumer has to prove that the delivered goods have been returned timely, for instance by means of recorded delivery.
4. If the customer has not notified Architectural Decor of his wish to exercise his right of revocation within the terms specified in paragraphs 2 and 3, or has not returned the product to Architectural Decor, respectively, the purchase is considered as an accomplished fact.

Article 7 – Costs in the event of revocation

1. If the consumer exercises his right of revocation, the costs of returning the product shall be payable by the consumer.
2. If the consumer has paid a certain amount, Architectural Decor shall pay back this amount as soon as possible, but not later than 14 (fourteen) days after the revocation. All this under the condition that the product has indeed already been received back by Architectural Decor.

Article 8 – Preclusion of the right of revocation

1. Architectural Decor precludes the right of revocation of the consumer in respect of products as described below.

2. The following products are explicitly precluded from the right of revocation by Architectural Decor:
 - a. products that have been manufactured by Architectural Decor in accordance with specifications composed by the consumer;
 - b. products that are (partially) damaged;
 - c. products that have already been (partially) painted by or for the consumer and / or have been otherwise treated or used;
 - d. products that form part of a whole.

Article 9 – Pricing

1. During the period of validity stated in the offer the prices of the products offered shall not be raised, except in the case of price changes as a result of changes in VAT rates or as a result of statutory provisions or regulations.
2. The prices stated in the offer of products or services include VAT.
3. All prices stated are subject to typographical errors and / or errors arising from incorrect input on the website. Architectural Decor is not liable for damage arising from typographical errors and / or errors arising from incorrect input on the website. In case of typographical errors and / or errors arising from incorrect input on the website, Architectural Decor has no obligation to deliver the product at the incorrect price.

Article 10 – Compliance and Warranty

1. Architectural Decor warrants that the products and / or services comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of soundness and / or usability and the statutory provisions and / or government regulations in force on the date the agreement was established.
2. Any defects or wrongly delivered products shall have to be notified to Architectural Decor within 2 (two) days after delivery. Return consignments must be in the original packaging and in original condition.
3. Architectural Decor shall never be liable for the ultimate suitability of the products to any specific individual application by the consumer, nor for any advice or recommendations in respect of the use or application of the products.
4. The warranty shall not apply if:
 - o The consumer himself has repaired or treated the products and / or has had them repaired or treated by a third party;
 - o The products delivered have been exposed to abnormal circumstances or have otherwise been handled without due care or in deviation from the instructions provided by Architectural Decor and / or on the packaging;
 - o The unsoundness arises in whole or in part from regulations (to be) provided by the government in respect of the nature or the quality of the materials used.

Article 11 – Delivery and performance

1. Architectural Decor shall exercise the greatest possible care when receiving and executing orders of products.
2. The place of delivery is the address that the consumer has provided to Architectural Decor.
3. Subject to what has been stated in this regard above in this article of these General Terms and Conditions, orders accepted by Architectural Decor shall be executed with due speed within 30 days at the latest unless a longer delivery period has been agreed by the consumer. If there is a delay in delivery, or if an order cannot be executed or can only be partially executed, the consumer shall be notified thereof at the latest one month after placing the order. In this case the consumer is entitled to terminate the agreement at no cost. The consumer shall not be entitled to compensation.

4. All delivery terms are indicative. The consumer cannot derive rights from any delivery terms stated. Excess of terms does not entitle the consumer to damages.
5. In the event of termination by force of paragraph 3 of this article, Architectural Decor shall return the amount paid by the consumer as soon as possible, but no later than within 14 (fourteen) days after termination.
6. If delivery of an ordered product proves to be impossible, Architectural Decor shall make due effort to provide a replacement article. At the moment of delivery at the latest it shall be communicated in a clear and understandable manner that a replacement article is delivered. For replacement articles the right of revocation cannot be precluded. The costs of returning articles shall be borne by Architectural Decor.
7. The risk of damages to and / or loss of products lies with Architectural Decor until the moment of delivery to the consumer or a representative appointed by the consumer and made known to Architectural Decor in advance, unless explicitly agreed otherwise.

Article 12 - Payment

1. If not otherwise agreed, for instance in the event advance payment has been agreed upon, the amounts payable by the consumer must be paid within 7 (seven) working days after the commencement of reconsideration period as referred to in Article 6 paragraph 1.
2. The consumer is obliged to notify Architectural Decor without delay of any inaccuracies in the payment information given or mentioned.
3. In default of payment by the consumer, Architectural Decor shall have the right with due observance of legal restrictions to charge to the consumer the reasonable costs as made known to the consumer in advance.
4. Payment can only be made by the consumer by means of a bank transfer: cash payments are not accepted.

Article 13 - Complaints

1. Complaints in respect of the performance of the agreement must be submitted to Architectural Decor in writing with a clear and complete description thereof within 7 (seven) days after the consumer has established the defects. A clear and complete description must also include a (digital) photograph that clearly shows the occasion of the complaint.
2. Complaints submitted to Architectural Decor shall be answered within a term of 14 (fourteen) days after receipt of the complaint. If a complaint should require a foreseeably longer handling time, Architectural Decor shall send an acknowledgement of receipt together with an indicative notice of the time by which the consumer shall receive a more elaborate reaction.
3. If a complaint is found justified by Architectural Decor, Architectural Decor shall either replace or repair the delivered products at no cost, at the discretion of Architectural Decor.

Article 14 - Disputes

1. All agreements between Architectural Decor and the consumer that these General Terms and Conditions refer to are governed by Netherlands law exclusively. This shall also apply if the consumer resides abroad.
2. The competent court at Rotterdam has exclusive jurisdiction to take cognizance of any disputes.
3. The Vienna Sales Convention shall not be applicable.
4. In the event of any discrepancy between the Dutch version of these Terms and Conditions and the English translation thereof, the Dutch text shall be binding.