

GENERAL TERMS AND CONDITIONS (GTC)



<https://bachflowershop.eu/> - effective from this date: 2025-10-03

Welcome to our website!

Thank you for placing your trust in us when making your purchase! If you have any questions regarding these General Terms and Conditions, the use of the website, individual products, or the purchasing process, or if you would like to discuss your specific needs with us, please contact us using the contact details provided. We recommend that you read the current GTC carefully before placing your order.

Imprint: Details of the Service Provider (Seller):

Name: Bliss to you Kft.

Tax number: 32400052-2-13

EU tax number: HU32400052

Company registration number: 13-09-230123

Registering authority: Budapest Regional Court of Registration

Headquarters: 2016 Leányfalu, Panoráma utca 5.

Mailing address: 2016 Leányfalu, Panoráma utca 5.

E-mail: bachflowershop.eu@gmail.com

Website: <https://bachflowershop.eu/>

Phone number: +36306124733

Senior executive: Tóthné Szabó Emese Enikő

Authorized representative: Tóthné Szabó Emese Enikő

Hosting provider details:

Name: Rackhost Zrt.
Headquarters: 6722 Szeged, Tisza Lajos körút 41.
Contact: +36 1 445 1200
info@rackhost.hu
Website: <https://rackhost.hu/>

Concepts:

Goods: movable items offered on the Website and intended for sale on the Website

Parties: Seller and Buyer jointly

Consumer: a natural person acting outside the scope of their profession, independent occupation or business activity

Consumer contract: a contract to which one of the parties is a consumer

Manufacturer: the producer of the Goods, in the case of imported Goods, the importer who imports the Goods into the European Union, and any person who presents themselves as the manufacturer by displaying the name, trademark or other distinctive sign of the Goods.

Website: this website, which serves to conclude the contract

Contract: a sales contract concluded between the Seller and the Buyer using the Website and electronic correspondence

Durable medium: any device that allows the consumer or business to store data addressed to them personally in a way that is accessible in the future and for a period of time appropriate to the purpose of the data, as well as to display the stored data in an unchanged form.

Buyer/You: the person who makes a purchase offer through the Website and concludes a contract.

Warranty: In the case of contracts concluded between a consumer and a business (hereinafter: consumer contract), in accordance with the Civil Code,

1. the warranty undertaken for the performance of the contract 2. the mandatory warranty based on the law

Purchase price: the consideration payable for the Goods and for the provision of digital content.

Relevant legislation:

The Agreement is governed by European law.

Regulation (EU) 2017/2394 and

REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (April 27, 2016

) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

We strive to provide accurate descriptions on the website in all cases, but we do not accept responsibility for any typos on the website that are beyond our control. The images displayed on the product data sheets may differ from the actual products and, in some cases, are illustrations. Our company is not responsible for any changes made without prior notice due to possible descriptions, the manufacturer, or reasons beyond our control.

We reserve the right to reject confirmed orders in part or in full . In this case, the purchase price of the product(s) already paid in advance will be refunded to the Buyer.

We are not responsible for any errors in the stock information displayed on the website. Partial delivery is possible if certain products are out of stock, after consultation with the Buyer.

Scope and acceptance of the GTC:

The content of the contract between us is determined by these General Terms and Conditions (hereinafter: GTC), in addition to the provisions of the relevant binding legislation. Accordingly, these GTC contain the rights and obligations of you and us, the conditions for the conclusion of the contract, the performance deadlines, the delivery and payment terms, the rules of liability, and the conditions for exercising the right of withdrawal. Any technical information necessary for the use of the Website that is not contained in these GTC is provided in other information available on the Website. You are required to familiarize yourself with the provisions of these GTC before finalizing your order.

Language of the contract, form of the contract:

The language of contracts governed by these GTC is English.

Contracts governed by these GTC are not considered written contracts and are not filed by the Seller.

E-invoice:

Our company uses electronic invoicing. By accepting these Terms and Conditions, you agree to the use of electronic invoicing.

Prices:

Prices are quoted in euros. Prices are indicative and subject to change. If the Seller has incorrectly quoted the price, it shall proceed in accordance with the "Incorrect price" section of the GTC in the case of contracts already concluded.

Procedure in case of incorrect price:

The following are considered to be clearly incorrect prices:

e.g. a price of 0 HUF or a percentage discount without a purchase price corresponding to the percentage discount. In the event of an incorrect price being indicated, the Seller shall offer the opportunity to purchase the Goods at the actual price, and with this information, the Buyer may decide whether to order the Goods at the actual price or to cancel the order without any adverse legal consequences.

Complaint handling and legal enforcement options:

The consumer may submit consumer complaints related to the Goods or the Seller's activities

at the following contact details:

Phone: +36306124733

Website: <https://bachflowershop.eu/>

Email: bachflowershop.eu@gmail.com

The consumer may communicate their complaint to the company verbally or in writing, which relates to the conduct, activities, or omissions of the company or a person acting on behalf of or for the benefit of the company in direct connection with the distribution or sale of the goods to consumers.

The company is obliged to investigate verbal complaints and remedy them as necessary.

We draw the Customer's attention to the fact that appropriate communication is expected.

Failure to do so will result in the complaint not being accepted verbally. If the consumer does not agree with the handling of the complaint, or if it is not possible to investigate the complaint immediately, the company is obliged to immediately record the complaint and its position on it

and, in the case of a verbal complaint communicated in person, to provide a copy of the record to the consumer on the spot. In the case of a verbal complaint made by telephone or other electronic means of communication, the consumer shall be sent a substantive response within 30 days at the latest, in accordance with the requirements for responding to written complaints.

In all other respects, the business shall proceed as follows with regard to written complaints. Unless otherwise provided for in a directly applicable legal act of the

European Union, the business shall, within thirty days of receipt of the written complaint, provide a substantive response in writing and take action to communicate it.

A shorter deadline may be set by law, and a longer deadline may be set by statute. The business shall justify its position in rejecting the complaint. The business must justify its decision to reject the complaint.

The business must assign a unique identification number to verbal complaints made by telephone or electronic communication services. The report on the complaint must contain the following:

1. the consumer's name and address,
2. the place, time, and manner of filing the complaint,
3. a detailed description of the consumer's complaint, a list of documents and other evidence presented by the consumer,
4. the company's statement on its position regarding the consumer's complaint, if the complaint can be investigated immediately,
5. the person recording the minutes and - except in the case of a verbal complaint made by telephone or other electronic communication service

- the consumer's signature,

6. the place and time of recording the minutes,
7. in the case of a verbal complaint made by telephone or other electronic communications service, the unique identification number of the complaint.

The business is required to keep a copy of the report on the complaint and a copy of the response for three years and to present it to the supervisory authorities upon request

. If the complaint is rejected, the business is required to inform the consumer in writing of the authority or conciliation body to which they may refer their complaint, depending on its nature. The information must also include the location, telephone number, website, and mailing address of the competent authority or the conciliation body in the consumer's place of residence or stay. The information must also indicate whether the business will use the conciliation body's procedure to resolve the consumer dispute. If any consumer dispute between the Seller and the consumer is not resolved during the negotiations, the following legal remedies are available to the consumer:

Online dispute resolution platform

The European Commission has created a website where consumers can register, giving them the opportunity to settle legal disputes related to online purchases by filling out a form, thus avoiding court proceedings. This allows consumers to assert their rights without being prevented from doing so by factors such as distance. If you wish to make a complaint about a product or service purchased online and do not necessarily want to go to court, you can use the online dispute

resolution tool. On the portal, you and the trader against whom you have made a complaint can jointly select the dispute resolution body you wish to entrust with handling your complaint.

The online dispute resolution platform is available here:

<https://ec.europa.eu/consumers/odr>

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

Partial invalidity, code of conduct:

If any provision of the GTC is legally incomplete or invalid, the other provisions of the contract shall remain in force and the provisions of the relevant legislation shall apply in place of the invalid or defective provision. The Seller does not have a code of conduct in accordance with the law prohibiting unfair commercial practices against consumers. Nevertheless, the Seller expects appropriate behavior, which also applies to communication.

Information on the operation of goods containing digital elements and the applicable technical protection measures:

The availability of the servers providing the data displayed on the website is over 99.9% per year. Regular backups are made of the entire data content so that the original data content can be restored in case of a problem. The data displayed on the website is stored in MSSQL and MySQL databases. Sensitive data is stored with appropriate strength encryption, and we use hardware support built into the processor for its encoding.

Information on the essential characteristics of the Goods:

Information on the essential characteristics of the Goods available for purchase on the website is provided in the descriptions of each Good.

Correcting data entry errors - Responsibility for the accuracy of the data provided:

During the ordering process, you have the opportunity to modify the data you have entered at any time before finalizing your order (clicking the back button in your browser will open the previous page, so you can correct the data you have entered even if you have already moved on to the next page). Please note that it is your responsibility to ensure that the data you provide is entered correctly, as the goods will be invoiced and delivered based on the data you provide.

Please note that an incorrectly entered email address or a full mailbox may result in the non-delivery of the confirmation email and prevent the contract from being concluded.

To avoid any problems with system messages, we recommend using a Gmail email address.

and prevent the contract from being concluded. In order to avoid any problems with system messages, we recommend using a Gmail email address. If the Buyer has finalized their order and discovers an error in the information provided, they must initiate a change to their order as soon as possible. The Buyer may notify the Seller of any changes to the incorrect order by sending an email from the email address provided at the time of ordering or by telephone.

Please ensure that you provide accurate information. If you do not receive a confirmation email after submitting your order, please check your SPAM folder.

If you have not received a confirmation email, please contact us. If you have not received the confirmation, please contact us using the contact details provided. The order may not be fulfilled due to inaccurate or incomplete contact details. In the case of an incomplete or incorrect email address, our system will not be able to send the invoice, for which we cannot be held responsible!

Using the website:

Purchases do not require registration, but registration is also possible. By doing so, you accept the terms and conditions of purchase.

Product selection:

You can select the desired products by clicking on them on the website. By clicking on each product, you will find a photo, description, and price. When purchasing, you must pay the price listed on the website.

Add to cart:

After selecting a product, you can add any number of items to your shopping cart by clicking on the "Add to cart" button without incurring any obligation to purchase or pay, as adding items to your cart does not constitute an offer. We recommend that you add the product to your cart even if you are not sure whether you want to purchase it, as this allows you to see at a glance which products you have selected at that moment and view and compare them on a single screen.

. The contents of the basket can be freely modified until the order is finalized – until the "Submit order" button is pressed – products can be removed from the basket as desired, new products can be added to the basket as desired, and the number of products desired can be changed. When you place a selected product in the shopping cart, a check mark will appear next to the "Add to cart" button. If you do not wish to select any more products, click on the "Cart" button! When you click on the "Cart" icon, the selected product and the subtotal will appear on the right-hand side. You can then select the "Cart" or "Checkout" buttons.

Viewing the cart:

When using the website, you can check the contents of your shopping cart at any time by clicking on the "Shopping Cart" icon at the top of the website. Here you can remove selected products from your shopping cart or change the quantity of products. After clicking on the "Update basket" button, the system will display the information corresponding to the changes you have made, including the price of the products in your basket.

If you do not wish to select any further products and add them to your basket, you can continue with your purchase by clicking on the "Proceed to checkout" button.

Providing customer information:

After clicking on the "Proceed to checkout" button, the contents of your shopping cart will be displayed, along with the total price you will have to pay for the products you have selected.

In the "Shipping" section, you must indicate how you would like to receive the ordered product. In the case of delivery, the system will indicate the delivery fee that you are required to pay when placing your order.

In the "Billing information" text box, you can enter your full name, address, phone number, email address, and tax number. The system automatically stores the information entered in the "Billing information" section. If you want the order delivered to a different address, please check the "Deliver to a different address" box. You can enter any additional information in the "Order notes" text box.

Order overview:

After filling in the above text boxes, you can continue the ordering process by clicking on the "Submit order" button, or you can delete/correct the data you have entered so far and return to the contents of your shopping cart. When you click on the "Submit order" button, you will be taken to the "Checkout" page.

Here you can see Here you can see

a summary of the information you have previously provided, including the contents of your shopping cart, user, billing and shipping information, order date and number, and the amount you owe (this information cannot be changed here).

In the case of a gift product, be sure to select the gift you requested and add it to your cart on the cart page, as we will not be able to send a gift product if you fail to do so! We are unable to accept subsequent complaints regarding missed gift products.

Finalizing the order (making an offer):

If you are satisfied that the contents of your basket correspond to the Goods you wish to order and that your details are correct, you can complete your order by clicking on the "Submit order" button. The information provided on the website

does not constitute an offer to enter into a contract on the part of the Seller. In the case of orders subject to these GTC, you are considered the offeror.

By clicking on the "Submit order" button, you expressly acknowledge that your offer is considered binding and that your statement – subject to confirmation by the Seller in accordance with these GTC – entails a payment obligation.

Your offer is binding for 48 hours. You are bound by your offer for a period of 48 hours. If the Seller does not confirm your offer within 48 hours in accordance with these General Terms and Conditions, you are released from your obligation to make an offer.

Order processing, conclusion of contract:

Orders are processed in two steps. You can place your order at any time. You will first receive an automatic confirmation of your order, which confirms that your order has been received via the website and that order processing has begun. If you choose to pay by bank transfer, we will send you a second message after the amount has been received. If you notice that the automatic confirmation email contains incorrect information (e.g., name, shipping address, phone number, etc.), you must notify us immediately by email, providing the correct information. If you do not receive the automatic confirmation email within 24 hours of placing your order, please contact us, as it is possible that your order did not reach our system for technical reasons. Please note that in the case of orders placed on the website or by phone but not canceled, we will charge you for the delivery and return shipping costs of packages that have been sent but not received. In the case of undelivered packages, we are unable to send a replacement package without payment for the damage caused. Failure to do so will result in the new order being rejected in its entirety.

Payment methods:

Bank transfer:

You can also pay for the products by bank transfer.

EUR account:

Bliss to you Kft. (MBH Bank)

HU43 10300002-13694180-00014889

Cash payment:

Cash payments are not accepted in our online store. However, we can arrange this option upon prior agreement.

Please contact us for further details.

Barion:

Barion Smart Gateway is a payment gateway developed entirely in Hungary, independent of banks

and suitable for accepting bank cards and e-money, which offers unbeatable prices and numerous innovative features. It is even more convenient to use after a one-minute registration process. Since bank card numbers are stored in a secure system with PCI DSS certification, all you need to do is enter your registered email address and password to use any stored card. Bank security is guaranteed by the supervision of the MNB (MNB license: H-ENI-1064/2013). We handle protection against credit card fraud flexibly and fairly.

Stripe:

When ordering within the EU, it is possible to pay by credit card via the Stripe system, but this payment option is not available in all cases.

Delivery methods, delivery fees:**Free shipping:**

We offer free shipping to EU member states listed on our website for orders over €280. Cash on delivery is not available. Current prices for parcel machine deliveries (if parcel delivery is available in the given country) are always listed on the checkout page and in the purchase information.

International parcel delivery with Packeta, Spring and DPD:

We deliver to EU countries with Packeta, Spring, and DPD, and in some cases, depending on weight, with other parcel delivery companies. Shipping costs vary from country to country. For current prices, please contact us or visit our checkout and shipping terms page, where the current rates are listed in each case. Cash on delivery is not available.

Damage to the package:

Upon receipt, please inspect the package and, in case of damage, request a damage report and do not accept the damaged package.

A damage report can be requested from the courier.

We can only accept complaints regarding package damage if a damage report has been filed. If you requested your package to be delivered to a parcel collection point, please report the damage there and contact us.

We are not responsible for damage caused by the shipping company.

Virtual products:

The Bach Flower course is a virtual product.

Purchase of Bach Flower Basic Course:

We will send you a confirmation email containing our bank details if you have chosen bank transfer as your payment method. Once we have received your payment, we will send you an adult education contract. Once you have completed and returned this contract, we will email you a link where you can download the course materials. You can complete the course at your own pace, and upon successful completion of the exam, we will issue a certificate via the Far.nive.hu system. The certificate is available in English-Hungarian and German-Hungarian.

Order by phone:

By placing an order by telephone, the Customer automatically accepts the current GTC. In the event of a non-delivered order, the costs of delivery and return shipment shall be borne by the Customer, even in the case of orders placed by telephone.

Deadline for completion:

The general delivery time for orders is a maximum of 21 days from the date of order confirmation.

We are not responsible for any delays caused by the delivery company.

The 21-day delivery time does not apply to products that are not in stock. The 21-day delivery period does not apply to products that are not in stock. Goods that need to be ordered at the buyer's request will be delivered within the time specified by the manufacturer or importer, and the buyer will be notified in all cases. We are not responsible for any delays in the delivery of these products that are beyond our control.

Legal disclaimer, ownership clause:

If you have previously ordered Goods but did not accept delivery (excluding cases where you exercised your right of withdrawal), or if the Goods were returned to the Seller without notification, the Seller may refuse to fulfill the order in whole or in part. The Seller may make the repeat purchase conditional upon advance payment of the purchase price of the outstanding order or the current order and the delivery costs. The Seller may withhold delivery of the Goods until it is satisfied that payment for the Goods has been successfully made using the electronic

payment solution (including cases where, in the case of Goods paid for by bank transfer, the Buyer transfers the purchase price in the currency of their Member State and the Seller does not receive the full amount of the purchase price and delivery fee due to conversion and bank fees and costs). If the price of the Goods has not

been paid in full, the Seller may request the Buyer to supplement the purchase price. In the case of prepaid but uncollected products, the shipping and return

costs will be deducted from the total purchase price, and this modified amount will be refunded.

Sales within the European Union:

The Seller provides delivery to the countries listed on the website. Purchases within the EU are governed by the provisions of the GTC, with the proviso that, in accordance with the relevant regulation, a buyer within the meaning of this clause is a consumer who is a citizen of a Member State or has his or her place of residence in a Member State, or an undertaking which has its place of establishment in a Member State and who purchases goods or services within the European Union exclusively for end use or with this intention. A consumer is a natural person who acts for purposes outside their commercial, industrial, craft, or professional activities. The language of communication and purchase is primarily German or English; the Seller is not obliged to communicate with the Buyer in the language of the Buyer's Member State. The Seller is not obliged to comply with any non-contractual requirements specified in the national law of the Buyer's Member State in relation to the Goods concerned, such as labeling or sector-specific requirements, or to inform the Buyer of these requirements. The Seller applies Hungarian VAT up to a total value of €10,000, after which the VAT applicable in the Buyer's country applies. The Buyer may exercise their legal remedies in accordance with these GTC. When using an electronic payment solution, payment shall be made in the currency specified by the Seller (EURO). The Seller may withhold delivery of the Goods until it is satisfied that the price of the Goods and the delivery charge have been paid successfully and in full using the electronic payment solution (including cases where, in the case of Goods paid for by bank transfer, the Buyer transfers the purchase price (delivery charge) in the currency of its Member State the purchase price (shipping fee) and the conversion, as well as bank commissions and costs, the Seller does not receive the full purchase price). If the price of the Goods has not been paid in full, the Seller may request the Buyer to supplement the purchase price. The Seller shall provide all EU Buyers with the delivery options available to them for the delivery of the Goods. The Buyer may request the delivery of the Goods to any specified European Union member state in accordance with the GTC.

Consumer information

The consumer has the right to withdraw from the contract without giving any reason within 14 days, which must be indicated. This can be done by e-mail, telephone, or by filling out a withdrawal form. If the buyer does not indicate their

intention to withdraw, and the package is not accepted, the shipping and return shipping costs will be deducted from the prepaid purchase price, and only the amount reduced by the shipping and return shipping costs will be refunded.

Validity of the consumer's statement of withdrawal:

The right of withdrawal shall be deemed to have been exercised within the deadline if the consumer sends their statement within the deadline. The deadline is 14 days. The Seller is obliged to confirm the consumer's statement of withdrawal on an electronic data carrier upon receipt.

The Seller's obligations in the event of consumer withdrawal:

The Seller's obligation to refund

If the consumer withdraws from the contract, the Seller shall refund the total amount paid by the consumer as consideration, including any costs incurred in connection with the performance, within fourteen days of becoming aware of the withdrawal.

, the Seller shall refund the total amount paid by the consumer as consideration, including any costs incurred in connection with the performance, such as delivery charges. The Seller shall refund the amount due to the consumer using the same method of payment used by the consumer. With the express consent of the consumer, the Seller may use a different payment method for the refund, but the consumer shall not be charged any additional fees as a result. The Seller shall not be liable for any delays resulting from the consumer providing an incorrect and/or inaccurate bank account number or postal address.

Additional costs

If the consumer has not exercised their right of withdrawal as described above with regard to the goods they have already ordered, the Service Provider shall charge the consumer for the delivery and return costs of these goods, provided that the Service Provider has fulfilled the order in accordance with these GTC.

Faulty performance:

If the buyer did not receive the product they ordered, they must notify the Seller within 5 working days, providing photos of the packaging. Failure to do so will result in us being unable to accept the complaint and replace the product, as the origin of the product cannot be verified if notification is not provided within a reasonable time frame. If the goods have been opened or used, they cannot be replaced. We are only able to replace unopened products.

Right of retention

The Seller may withhold the amount due to the consumer until the consumer has returned the Goods. We are unable to accept cash on delivery or postage-paid shipments.

Consumer responsibility for depreciation:

The consumer shall be liable for any depreciation resulting from use exceeding that necessary to establish the nature, characteristics, and functioning of the Goods.

The right of withdrawal cannot be exercised in the following cases:

After the service has been fully performed, however, if the contract creates a payment obligation for the consumer, this exception may only be invoked if the performance began with the consumer's express prior consent and with the consumer's acknowledgment that they would lose their right of withdrawal once the business had fully performed the contract

In the case of Goods that are not prefabricated and are manufactured according to the consumer's instructions or at their express request,
or in the case of Goods that are clearly tailored to the consumer
(see: Personal essence mixture)

In the case of Goods in sealed packaging which, for health or hygiene reasons, cannot be returned after delivery;
We would like to draw the Buyer's attention to the fact that, for hygiene and health reasons, goods cannot be returned if they have been tried on.