

TERMS AND CONDITIONS

Effective date: 11 August 2026

1. Service Provider Details

These Terms and Conditions (hereinafter referred to as the “Terms”) apply to the sale of products through the <https://sylvarafineart.com/> website (hereinafter referred to as the “Webshop”).

Service Provider:

Name: Szilvia Varga

Registered office: Horgász sor 17, 2338 Áporka, Hungary

Sole proprietor registration number: 56010349

Tax number: 57387398-1-42

E-mail: contact@sylvarafineart.com

Telephone: +36 30 340 0282

Website: <https://sylvarafineart.com/>

The Service Provider operates as a sole proprietor and is subject to taxation under the Hungarian KATA tax regime.

VAT status: VAT-exempt under the Hungarian small business exemption rules

The Webshop offers original paintings created by the Service Provider, as well as artworks made to order based on individual customer specifications.

2. Scope of the Terms

These Terms apply to all orders placed through the Webshop and to all sales contracts concluded on the basis of such orders.

By using the Webshop and placing an order, the customer accepts these Terms.

These Terms do not deviate, to the detriment of the consumer, from mandatory statutory provisions applicable to contracts between consumers and businesses.

3. Products Offered through the Webshop

The Webshop offers original paintings created by the Service Provider, as well as paintings created according to the customer’s individual requirements.

Each painting is a unique, handmade work of art.

Customers are provided with information about the products through photographs, dimensions, descriptions and other relevant information displayed on the Webshop.

Due to differences in screen settings and display technologies, minor variations may occur between the colours shown in photographs and the actual colours of the painting.

Due to the nature of handmade paintings, variations in brushwork, texture, paint layers and other handmade details are inherent characteristics of the artwork and shall not constitute a defect, provided that the product conforms to the characteristics agreed upon in the contract.

4. Ordering Process

The customer selects the painting they wish to purchase through the Webshop and adds it to the shopping cart.

When placing an order, the customer is required to provide accurate and valid information necessary for the fulfilment of the order.

In particular, the customer provides the following information:

- name;
- billing address;
- delivery address;
- e-mail address;
- telephone number;
- and any other information necessary for payment and delivery.

Before finalising the order, the customer may review the contents of the shopping cart and the information provided.

The customer finalises the order by clicking the button that clearly indicates the obligation to make a payment.

Placing an order creates a payment obligation.

5. Conclusion of the Contract

An order placed by the customer constitutes an offer addressed to the Service Provider.

The Service Provider will acknowledge receipt of the order electronically.

The contract is concluded when the Service Provider sends an order confirmation accepting the customer's order.

If the confirmation is not received within the statutory deadline, the customer shall be released from their obligation to remain bound by the offer.

The language of the contract is Hungarian.

The contract is concluded electronically.

6. Purchase Price

The purchase price displayed in the Webshop is the price indicated next to the relevant product.

The applicable tax treatment is as follows:

The Service Provider is exempt from VAT under the applicable Hungarian small business exemption rules and therefore does not charge VAT.

The purchase price of the product is clearly displayed on the relevant product page and before the order is finalised.

For paintings shipped rolled, delivery is free of charge.

For paintings shipped stretched and ready to display, delivery is not included in the base price. The customer may request an individual shipping quotation for such orders.

7. Payment

Payments in the Webshop are processed through the Stripe payment system.

During the payment process, the customer uses the payment interface provided by Stripe.

The Service Provider does not process or store the customer's bank card details. Such information is processed within the payment service provider's system.

Successful payment of the purchase price is a condition for fulfilment of the order.

In the event of an unsuccessful payment, the Service Provider is not required to begin fulfilling the order until the purchase price has been successfully paid.

8. Delivery

The Service Provider ships ordered products to customers using DHL courier services.

8.1. Rolled Paintings

Delivery of paintings shipped rolled is free of charge worldwide.

The painting will be securely packaged in appropriate protective packaging designed to protect the artwork during transportation.

Estimated delivery times may vary depending on the destination country.

The delivery time does not include any time required for customs clearance.

8.2. Stretched Paintings

When purchasing a stretched painting, the customer is required to request an individual shipping quotation in advance.

The individual shipping fee may depend, in particular, on:

- the dimensions of the painting;

- its weight;
- packaging requirements;
- the destination country;
- the shipping method;
- and DHL's applicable shipping rates at the time of shipment.

A stretched painting will only be shipped after the customer has accepted the individual shipping quotation.

9. Customs Duties, Import Taxes and Import Charges

For deliveries to destinations outside Hungary, customs duties, import VAT, customs clearance fees or other import-related charges may arise under the laws and regulations of the destination country.

Where such costs arise, they shall be borne by the customer.

The Service Provider does not assume responsibility for customs duties, import taxes or customs clearance fees payable in the destination country.

The customer is responsible for obtaining information about the import requirements applicable in the destination country before placing an order.

The Service Provider shall not be liable for delays resulting from the customer's failure to provide information or assistance required for customs clearance.

10. Fulfilment and Receipt of Delivery

The Service Provider will inform the customer of the estimated fulfilment time in the order confirmation or in communications relating to the order.

The customer should, where reasonably possible, inspect the package upon delivery.

If the packaging or product appears to be damaged, the customer is advised to report the damage to the courier and to take photographs of both the packaging and the product.

The customer must notify the Service Provider of any damage without undue delay at the following e-mail address: contact@sylvarafineart.com

It is recommended that photographs of the damaged product and packaging be attached to the notification.

11. Right of Withdrawal

As a general rule, consumers have the right to withdraw from a distance contract without giving any reason within 14 days.

In the case of a contract for the sale of goods, the withdrawal period begins on the day on which the consumer, or a third party designated by the consumer, takes physical possession of the goods. The rules governing the 14-day right of withdrawal are set out in Hungarian Government Decree 45/2014 (II. 26.).

The consumer may exercise the right of withdrawal by means of an unequivocal statement or by using the model withdrawal form attached to these Terms.

Withdrawal notices may be sent to:

E-mail: contact@sylvarafineart.com

12. Paintings Made to Order

The consumer does not have a 14-day right of withdrawal without giving a reason in respect of non-prefabricated paintings made according to the consumer's specific instructions or express request, or paintings that have been clearly personalised to the consumer's individual requirements.

Accordingly, paintings made to order based on specific characteristics determined by the customer are not subject to the 14-day right of withdrawal. This exception is provided for under Section 29(1)(c) of Hungarian Government Decree 45/2014 (II. 26.).

This provision does not affect the consumer's statutory rights relating to defective performance, including warranty and other remedies available under applicable law.

Important: The fact that a painting is "original" or a "one-of-a-kind piece" does not, in itself, automatically exclude the consumer's right of withdrawal. The exclusion of the right of withdrawal applies to products made according to the customer's individual specifications.

13. Return of Products Following Withdrawal

Where the consumer lawfully exercises their right of withdrawal, they must return the product without undue delay and in any event no later than 14 days from the date on which they communicated their decision to withdraw from the contract.

The direct cost of returning the product shall be borne by the consumer, unless the Service Provider has expressly agreed to bear such costs.

The consumer shall be liable for any diminution in the value of the product resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the product.

The Service Provider shall reimburse the consumer for the amount paid no later than 14 days from the date on which the Service Provider becomes aware of the withdrawal, subject to the conditions prescribed by applicable law. The rules governing refunds are set out in Section 23 of Hungarian Government Decree 45/2014 (II. 26.).

The Service Provider may withhold the reimbursement until the product has been returned or until the consumer has provided reliable evidence that the product has been sent back.

14. Statutory Warranty

In the event of defective performance by the Service Provider, the consumer shall be entitled to the statutory warranty rights provided under applicable law.

Statutory warranty rights are separate from the consumer's right of withdrawal without giving a reason.

If a product is defective, damaged or does not conform to the terms of the contract, the consumer may exercise the remedies available under applicable law.

The Service Provider does not exclude or limit any statutory rights to which the consumer is entitled under applicable law.

15. Complaints

Customers may submit complaints using the following contact details:

E-mail:

Postal address:

Telephone:

The Service Provider will investigate and respond to written complaints in accordance with applicable law.

In the event of a consumer dispute, the consumer may refer the matter to a conciliation board.

16. Conciliation Board

The conciliation board competent based on the registered office of the Service Provider is:

Pest County Conciliation Board

Address: 1055 Budapest, Balassi Bálint utca 25. IV. emelet 2.

Postal address: 1364 Budapest, Pf. 81.

Telephone: +36 1 792 7881

E-mail: pmbekelteto@pmkik.hu

Website: www.panaszrendezes.hu

The consumer may also refer the matter to the conciliation board competent according to their place of residence or temporary residence, subject to the conditions prescribed by law.

The purpose of the conciliation board is to facilitate the out-of-court resolution of consumer disputes.

17. Intellectual Property and Copyright

All photographs, images, graphics, text and other content available through the Webshop may be protected by copyright.

The purchase of a painting does not automatically transfer any copyright or economic rights relating to the artwork.

Ownership of the physical painting shall transfer to the customer upon payment of the full purchase price and delivery of the product.

Unless otherwise agreed in writing, all copyright and related rights in the artwork remain with its creator.

The Service Provider is entitled to use photographs and reproductions of their own artworks in their portfolio, on social media platforms and in marketing materials, unless otherwise agreed with the customer in writing.

18. Data Protection

The Service Provider processes customers' personal data in accordance with applicable data protection legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR").

Detailed information regarding the processing of personal data is provided in the separate Privacy Policy published on the Webshop.

19. International Sales

The Service Provider sells products both within Hungary and to customers in other countries.

For international purchases, customs, tax and import regulations applicable in the destination country may also apply to the customer.

Any customs duties, import taxes, customs clearance fees or other import-related costs arising in the destination country shall be borne by the customer where applicable.

The Service Provider applies the VAT rules applicable to distance sales within the European Union in accordance with its own tax status and applicable legislation.

For intra-EU B2C distance sales, the EU-wide EUR 10,000 threshold applies. Once this threshold is exceeded, the VAT rules of the Member State of destination may become applicable and, where relevant, the One Stop Shop (OSS) scheme may be used.

20. Governing Law and Dispute Resolution

These Terms and any contract concluded between the Service Provider and the customer shall be governed by Hungarian law, without prejudice to any mandatory consumer protection provisions that may apply.

The parties shall first seek to resolve any disputes amicably.

If a dispute cannot be resolved amicably, the competent Hungarian court shall have jurisdiction, without prejudice to any rights granted to the consumer by applicable law.

Nothing in this provision shall be interpreted as depriving the consumer of any mandatory consumer protection rights available to them in the country in which they reside.

21. Amendments to the Terms

The Service Provider reserves the right to amend these Terms.

Any amended version of the Terms shall apply from the date specified therein following its publication on the Webshop.

Amendments shall not affect contracts that have already been concluded.

22. Final Provisions

Any matters not expressly regulated by these Terms shall be governed by applicable Hungarian and, where relevant, European Union legislation.

If any provision of these Terms is found to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions.

Place and date: Áporka, 11 August 2026.

Szilvia Varga
sole proprietor