Terms and Conditions

houseofbatthyany.com | Effective from 4 November 2026. English translation of the Hungarian ÁSZF; in case of any difference between the two texts, the Hungarian text prevails for consumers living in Hungary.

1. Seller details and scope

These terms apply to every order placed on houseofbatthyany.com. The seller:

- **Name:** Batthyány Katalin Margit (selling as a private individual)
- **Trading name:** House of Batthyány
- **Postal address:** 1016 Budapest, Tigris utca 3., Hungary
- **Email:** katalin@batthyany.hu
- **Phone:** +36 30 683 3474
- **Hosting provider:** Wix.com Ltd. (Yunitsman 5 St., Tel Aviv, Israel; privacy@wix.com)

A consumer is a person who buys for purposes outside their trade, business or profession. These terms do not reduce any mandatory rights that consumers have. If these terms differ from mandatory consumer protection law, the law prevails.

2. Our jewellery and how we describe it

All our jewellery is antique, vintage or pre-owned. Every piece is unique, and we have one of each.

- **Catalogue number.** Every piece has a catalogue number, for example N: 003/26. It appears on the website and on your receipt.
- **Our own examination.** We write descriptions from our own examination. Measurements and weights are approximate. Estimated stone weights are estimates unless we say otherwise.
- **Gemstones.** Unless we mention a laboratory report, the stones have not been tested in a laboratory, and coloured stones may have been treated. A pearl described as natural is assumed to be natural.
- **Age and wear.** Old jewellery shows its age. Wear, small marks and old repairs described in the condition line are part of the piece and are not defects.
- **Marks.** We describe hallmarks and maker's marks as we read them. If a mark is worn, we say so.
- **Photographs.** We photograph every piece as it is. Colours may look slightly different on your screen.
- **Questions before you buy.** You may ask us for more photographs or measurements at any time. After delivery, within the withdrawal period, you may have the piece examined by an independent gemmologist at your own cost.

3. Prices and VAT

- Prices are shown in euros (EUR) or Hungarian forints (HUF). You can choose the currency on the website; the default depends on your location. The price you see when you place the order is the amount you pay in the currency you chose. The forint price is calculated from the euro price at the exchange rate we set on the website. It may change over time but does not affect an order we have already confirmed.
- Prices are final prices for consumers. They do not include delivery, which we show separately before you order. Depending on the piece, one of the three cases below applies. Your order confirmation and receipt show which one applies to your purchase.
- **If we sell the piece as a private individual or as a VAT-exempt seller:** the seller is not a VAT taxpayer. Prices do not include VAT, and our receipts do not show VAT.

- **If the margin scheme for second-hand goods and antiques applies:** prices include VAT, but the invoice does not show the VAT separately.
- **If the standard VAT rules apply to the piece:** prices include VAT, and the invoice shows the VAT amount separately.
- If you live outside the European Union, you must pay customs duties and import VAT in your country. We do not collect them and do not know the amount.
- We may change prices at any time. A price change does not affect an order we have already confirmed.

4. Ordering and forming the contract

1. Choose a piece and add it to your cart.
2. Enter your name, delivery address, email address and phone number.
3. Review your order on the last page. You can correct mistakes there before pressing the order button.
4. Press the Place order button. Your order is an offer to buy.
5. We will confirm by email without delay and within 48 hours at the latest. The contract is formed when we send the confirmation. A message that only says your order has been received is not a confirmation.
6. If you do not receive a confirmation within 48 hours, you are no longer bound by your order.

The language of the contract is English and Hungarian. The contract is formed electronically and is not a written contract. We keep the order and the receipt for the period required by law and give you a copy on request.

Because every piece is unique, two buyers may order the same piece. We keep the first confirmed and paid order. If the piece is no longer available, we will tell you without delay and refund what you have paid.

The "Enquire about this piece" button is not an order. It only sends us a question. You must be at least 18 years old to place an order.

5. Payment

- You can pay by bank card through our payment provider Stripe, or by bank transfer by arrangement.
- **For in-person collection we also accept cash, up to HUF 5,000,000.** Larger amounts must be paid by bank transfer.
- If you pay by bank transfer, we hold the piece for you for 3 working days. If the money has not arrived by then, we may cancel the order and will let you know by email.
- After payment we send you an electronic receipt (an invoice or sales receipt) by email.
- The piece remains our property until the full price has been paid.

6. Delivery and gift packaging

- **Where.** We deliver to Hungary and other EU countries. We do not ship to other countries. If you live in the United Kingdom, you may view and buy the piece in person by appointment, which we arrange by email.
- **How.** We send every piece by insured, tracked courier (FedEx) and require a signature on delivery.
- **When.** We dispatch the piece within 3 to 5 working days after your payment arrives. Delivery within the EU takes up to 4 working days from dispatch, so up to 9 working days from your order. Unless we agree another deadline, we will deliver no later than 30 days after the contract is formed.
- **Cost.** The delivery fee depends on the country and the value of the piece. You see it at checkout before you order. Orders over €1,000 ship free within the EU.
- **Gift packaging.** Every piece arrives carefully gift-wrapped in a box. If the piece has its original case, the description mentions it. Otherwise we choose the box.
- **Risk.** Risk passes to you when you, or a person you have named, take delivery of the parcel.
- **On delivery.** Please check the parcel before you sign. If it is damaged, tell the courier and write to us as soon as you can. This does not reduce your rights.

Ring resizing. Most rings can be resized by one size up or down free of charge if the design allows. If a bigger change needs extra metal, we tell you the price in advance and only start work after you approve. Some pieces cannot be resized safely, for example eternity rings, channel-set or engraved rings, and pearl or fragile stone rings; we tell you this before you buy.

7. Right of withdrawal

We sell as a private individual, so the statutory consumer withdrawal rules do not necessarily apply to us. Nevertheless we voluntarily give every buyer who buys as a consumer a 14-day right of withdrawal: you may withdraw from the contract within 14 days without giving any reason. If the law gives you more rights, the law prevails.

- The 14 days start on the day you, or a person you have named other than the carrier, take delivery of the piece. If you order several pieces that arrive separately, the period starts when you receive the last piece.
- To withdraw, send us a clear statement by email or by post to the address in section 1. You may use the model form in Annex 1, but you do not have to. It is enough to send your statement before the period ends.
- We will confirm by email that we have received your withdrawal.

What we refund. We refund all payments received from you, including standard delivery costs, without undue delay and within 14 days of learning of your withdrawal. If you chose a delivery method more expensive than our cheapest standard one, we do not refund the difference. We refund using the same payment method you used. We may withhold the refund until we have received the piece back or you have shown that you have sent it back.

Exception. You have no right to withdraw for a piece made or modified to your request, for example bespoke jewellery or a resizing done at your request.

8. Returning the piece

- Send the piece back without undue delay and within 14 days of sending your withdrawal statement, to the address in section 1.
- You pay the cost of returning it. Please use an insured, tracked courier. You bear the risk of loss during the return, so keep your proof of postage and insurance.
- Please return the piece in the box you received it in and in the condition you received it.
- You may look at the piece and try it on as you would in a shop. You are liable for any loss in value caused by more use than that. Please do not wear it outdoors, resize it, or clean it with any product.

9. Warranty for defects

We are liable for defects under the Hungarian Civil Code.

- A piece is defective if at delivery it does not match our description or lacks a quality we promised. The described age, wear and old repairs are not defects.
- If there is a defect you may ask for repair or replacement. Because every piece is unique, replacement is often not possible. In that case you may ask for a price reduction or, as the law provides, withdraw from the contract.
- Tell us about a defect without delay after you notice it. A notice within two months of discovering it is always in good time.
- The time limit for enforcing a warranty claim is set by law.
- Beyond what the law requires, we give no separate guarantee. Product liability applies to the manufacturer of new goods, so it does not apply to antique pieces.

10. Complaints and disputes

- **Complaints.** Contact us at katalin@batthyany.hu or at the postal address in section 1. We reply to written complaints within 30 days and keep a record of complaints for three years.

- **Conciliation body.** If we cannot agree, you may turn to the conciliation body for your place of residence, or to the Budapest Conciliation Body, which is competent for our seat: 1016 Budapest, Krisztina krt. 99., Hungary; phone: +36 1 488 2131; email: bekelteto.testulet@bkik.hu; web: bekeltet.bkik.hu. Please contact us first so we can try to settle the matter together. If you live in another EU member state, the European Consumer Centre Hungary (magyarefk.hu) can help.
- **Authority and court.** You may also contact the competent consumer protection authority: Budapest Főváros Kormányhivatala, Fogyasztóvédelmi Főosztály, 1117 Budapest, Prielle Kornélia u. 4/B., Hungary; email: fogyasztovedelem@bfkh.gov.hu. You may also go to court.

11. Data protection and cookies

We use your data only to process your order, issue your receipt, deliver the piece, answer your questions and meet our legal obligations. Details and your rights, including how we use cookies, are in our Privacy Notice.

12. Copyright

The texts, photographs, catalogue numbers, our name and our crest on the website belong to us. Please do not copy or use them without our written permission.

13. Language, governing law and changes

- These terms exist in English and Hungarian. If you are a consumer living in Hungary and the two texts differ, the Hungarian text prevails.
- Hungarian law governs the contract. If you are a consumer living in another country, the mandatory consumer protection rules of your country continue to protect you.
- The terms in force on the day of your order apply to your order. We may change the terms for later orders.
- If any provision of these terms is invalid, the others remain in force.

Effective from 4 November 2026.

Annex 1: Withdrawal information and model form

Right of withdrawal. You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day on which you, or a third party named by you other than the carrier, take delivery of the piece.

How to withdraw. To exercise the right of withdrawal, inform us of your decision in a clear statement: Batthyány Katalin Margit, 1016 Budapest, Tigris utca 3., Hungary, katalin@batthyany.hu, +36 30 683 3474. You may use the model form below, but you do not have to. It is enough to send your statement before the withdrawal period expires.

Effects of withdrawal. If you withdraw, we will refund all payments received from you, including delivery costs (except extra costs from choosing a delivery method more expensive than our cheapest standard one), without undue delay and within 14 days of learning of your decision. We refund using the same payment method as the original transaction. We may withhold the refund until we have received the piece back or you have shown that you have sent it back, whichever is earlier. Send the piece back without undue delay and within 14 days of sending your withdrawal statement. You pay the cost of returning it.

Model form (complete and return only if you wish to withdraw)

To: Batthyány Katalin Margit, 1016 Budapest, Tigris utca 3., Hungary, katalin@batthyany.hu

I hereby give notice that I withdraw from my contract for the sale of the following piece:

- The piece (catalogue number and description):
- Ordered on / received on:
- Name of consumer:
- Address of consumer:

- Signature of consumer (only if this form is on paper):
- Date: