

General Terms and Conditions

1. Seller Information

The online store is operated and the products are sold by:

Name: Gulyás Marcell Sándor, sole proprietor

Registered office: 2030 Érd, Felsővölgyi út 73., Hungary

Registration number: 59802361

Registering authority: National Tax and Customs Administration of Hungary

Tax number: 90563214-1-33

Email: info@thirstycow.hu

Website: thirstycowstudio.com

Hereinafter referred to as the **Seller**.

Hosting Provider

Name: UNAS Online Kft.

Registered office: 9400 Sopron, Kőszegi út 14., Hungary

Tax number: 14114113-2-08

Company registration number: 08-09-015594

Registering authority: Company Registry Court of the Győr Regional Court

Email: unas@unas.hu

Telephone: +36 99 200 200

2. Scope and Acceptance of these Terms and Conditions

These Terms and Conditions apply to orders placed through the online store operated by the Seller at thirstycowstudio.com and through other distance-selling channels accepted by the Seller.

Before completing an order, the Customer has the opportunity to review these Terms and Conditions. By submitting an order and selecting the relevant acceptance checkbox, the Customer accepts these Terms and Conditions.

The version of the Terms and Conditions in force at the time the order is placed shall apply to that order.

The Seller reserves the right to amend these Terms and Conditions for the future. Any amendment shall not affect contracts already concluded.

3. Definitions

Customer: any natural person, legal entity or organisation purchasing a Product from the Seller.

Consumer: a natural person acting for purposes outside their trade, business, craft or profession.

Product: any movable item offered for sale through the online store or individually ordered from the Seller.

Custom-made or personalised Product: a non-prefabricated Product manufactured according to specifications selected or provided by the Customer, including size, material, colour, inscription, graphics, engraving, motif, design or other individual requirements, or a Product that is clearly personalised for the Customer.

4. Product Characteristics and Handcrafted Nature

The Seller primarily designs, manufactures and sells custom-made, small-batch or made-to-order wooden products, furniture, home furnishings and decorative items.

A significant proportion of the Products are handcrafted using natural materials, particularly solid wood.

The colour, grain, pattern, knots and other natural characteristics of wood may vary from one piece to another. Variations resulting from the natural characteristics of the material that do not affect the Product's intended use shall not in themselves constitute a defect.

Images displayed on the Website are primarily intended to illustrate the nature, design and appearance of the Products. In the case of handcrafted Products and Products made from natural materials, minor differences may occur between the Product received and the sample shown in photographs.

Nothing in this section limits the Customer's statutory rights in relation to defective or non-conforming Products.

5. Ordering Process and Conclusion of the Contract

The Customer selects the Product they wish to purchase and, where applicable, specifies the available options or individual requirements.

Before completing the order, the Customer may review and amend the order details in the shopping cart.

Submitting an order entails an obligation to pay.

The online store sends an electronic acknowledgement confirming receipt of the order. The contract is concluded when the Seller accepts the Customer's order.

If manufacture or fulfilment of the ordered Product becomes impossible for an unforeseen reason, the Seller shall inform the Customer without undue delay. If payment has already been made, the amount paid shall be refunded.

The language of the contract is English. Order information is stored electronically by the online store.

6. Custom Orders

For custom-made Products, the Seller and Customer may agree on the essential specifications of the Product before production begins.

These may include, in particular, dimensions, material, colour, design, inscriptions, engraving, graphics, motifs or other personalised elements.

The Customer is responsible for the accuracy of personalised information supplied by them, including names, inscriptions, dates and other text.

The Seller shall not be responsible for a defect resulting solely from incorrect information, text, graphics or other content supplied or expressly approved by the Customer.

7. Prices

Prices displayed on thirstycowstudio.com are shown in **euros (EUR)** unless otherwise indicated and represent the consumer prices payable for the Products.

The total amount payable by the Customer, including applicable delivery charges, shall be displayed before the order is finalised.

The Seller may change prices displayed in the online store for future orders. The price of an order already accepted by the Seller cannot subsequently be changed.

In the event of an obvious pricing error caused, for example, by a technical malfunction, the Seller shall inform the Customer of the correct price before the contract is concluded.

8. Payment Methods

The payment methods currently available are displayed during the checkout process.

These may include:

- online payment by debit or credit card;
- bank transfer, where offered for the relevant order.

Online card transactions are processed by an external payment service provider.

The detailed and currently available payment options are displayed during checkout.

9. Production and Fulfilment Time

A significant proportion of the Seller's Products are not supplied from stock but are manufactured after an order has been placed.

The usual production time is approximately **2–3 weeks**, unless a different production time is stated on the relevant Product page, in an individual quotation or agreed with the Customer.

The Seller shall inform the Customer without undue delay if a significant delay in production is expected.

Where production of a custom-made Product requires additional information or approval from the Customer, the production period may be calculated from the date on which the required information or approval is received.

10. Delivery

The Seller currently offers international delivery to selected European Union countries made available during checkout.

Delivery is currently available to:

Austria, Belgium, Czechia, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Poland, Portugal, Slovakia, Spain and Sweden.

Available delivery methods and the applicable delivery charge are displayed during checkout before the Customer submits the order.

Delivery charges may depend on the weight, dimensions, destination and other characteristics of the shipment. The delivery charge displayed during checkout forms part of the total amount payable by the Customer.

The usual transit time following completion of production and dispatch is approximately **2–7 business days**, although actual delivery times may vary depending on the destination and carrier.

For deliveries to Consumers, unless otherwise provided by applicable law, the risk of loss or damage to the Product passes to the Consumer when the Consumer, or a third party designated by the Consumer other than the carrier, takes physical possession of the Product.

11. Right of Withdrawal

Consumers entering into distance contracts generally have a statutory **14-day right of withdrawal** without giving a reason, subject to the exceptions provided by applicable law.

11.1 Custom-made and Personalised Products

Under Article 16(c) of Directive 2011/83/EU on consumer rights, the right of withdrawal does not apply to the supply of goods made to the Consumer's specifications or clearly personalised.

Accordingly, the 14-day withdrawal right does not apply where a Product is manufactured according to the Customer's individual specifications or is clearly personalised for the Customer.

The fact that a Product is manufactured only after an order has been placed does **not, by itself, necessarily make it a personalised Product**. Whether the exception applies depends on the nature of the Product and the Customer's individual specifications.

The absence of a right of withdrawal for a custom-made or personalised Product does not affect the Consumer's statutory rights in relation to defective or non-conforming Products.

11.2 Products Not Covered by an Exception

Where a Product does not fall within a statutory exception, the Consumer may withdraw from the contract without giving any reason within 14 days from the day on which the Consumer, or a third party designated by the Consumer other than the carrier, acquires physical possession of the Product.

The Consumer may exercise the right of withdrawal by sending an unequivocal statement to the Seller:

Email: info@thirstycow.hu

Postal address: Gulyás Marcell Sándor, 2030 Érd, Felsővölgyi út 73., Hungary

Model Withdrawal Form

To: Gulyás Marcell Sándor, sole proprietor

2030 Érd, Felsővölgyi út 73., Hungary

Email: info@thirstycow.hu

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

Product:

Ordered on / received on:

Name of Consumer:

Address of Consumer:

Date:

Signature of Consumer (only if this form is submitted on paper)."

Where a valid right of withdrawal is exercised, the Seller shall reimburse the amounts required by applicable law within the statutory time limit.

The direct cost of returning the Product shall be borne by the Consumer unless the Seller agrees otherwise or applicable law provides otherwise.

12. Exchanges

The Seller does not offer a general voluntary exchange service for non-defective custom-made or personalised Products.

This does not affect the Consumer's statutory rights in relation to defective or non-conforming Products, which may include repair or replacement where required by applicable law.

13. Statutory Rights in the Event of Defective or Non-Conforming Products

The Seller is responsible for delivering Products that conform to the contract.

Where a Product is defective or does not conform to the contract, the Consumer may exercise the remedies available under applicable consumer protection law.

Depending on the circumstances and applicable law, these remedies may include **repair, replacement, an appropriate reduction in price or termination of the contract and refund**.

Any repair or replacement shall be carried out within a reasonable period and without significant inconvenience to the Consumer.

Nothing in these Terms and Conditions excludes or restricts statutory consumer rights that cannot lawfully be excluded or restricted.

14. Product Liability

Where applicable, the Consumer may also exercise product liability rights in accordance with applicable law.

Depending on the applicable legal rules, the Consumer may be entitled to request repair or replacement of a defective Product.

The statutory rules governing product liability, including the circumstances in which a producer may be exempt from liability, shall apply.

15. Statutory Warranty

Where a Product falls within a category of new durable consumer goods subject to mandatory warranty requirements under Hungarian law and its selling price reaches the statutory threshold, the Seller shall provide the mandatory warranty required by law.

Under the applicable Hungarian rules, where mandatory warranty applies:

- for a selling price of **HUF 10,000 up to and including HUF 250,000, the warranty period is 2 years;**
- for a selling price **above HUF 250,000, the warranty period is 3 years.**

The warranty period generally begins when the Product is delivered to the Consumer.

Where a Product is repaired, the warranty period shall be extended by the period during which the Consumer was unable to use the Product as intended due to the defect.

The fact that a Product was manufactured according to the Consumer's individual specifications or personalised does not in itself affect statutory rights relating to defective Products or any mandatory warranty that applies to that Product.

Mandatory warranty rights are additional to and do not affect the Consumer's other statutory rights.

16. Reporting Defects and Warranty Claims

Customers may report defects or submit warranty claims using the following contact details:

Email: info@thirstycow.hu

Postal address: Gulyás Marcell Sándor, 2030 Érd, Felsővölgyi út 73., Hungary

To facilitate handling of a claim, the Customer is encouraged to provide the Customer's name and contact details, order number, Product name, description of the defect, date on which the defect was discovered and, where available, photographs showing the defect.

Providing photographs is **not a condition for exercising statutory rights**.

Claims shall be handled in accordance with applicable law.

17. Complaints

Customers may submit complaints relating to a Product or the Seller's activities by using the following contact details:

Email: info@thirstycow.hu

Postal address: Gulyás Marcell Sándor, 2030 Érd, Felsővölgyi út 73., Hungary

Written complaints shall be considered and answered within the period required by applicable law.

Where a complaint is rejected, the Seller shall provide the Consumer with information regarding the available means of further redress where required by applicable law.

18. Alternative Dispute Resolution

Where a dispute between a Consumer and the Seller cannot be resolved directly, the Consumer may have access to an appropriate alternative dispute resolution body in accordance with applicable law.

Information on recognised consumer dispute resolution bodies within the European Union is available from the European Commission's Consumer Redress resources.

The former European Online Dispute Resolution (ODR) Platform was **discontinued on 20 July 2025** and is therefore no longer included as a dispute-resolution mechanism in these Terms and Conditions.

19. Consumer Protection Authorities and Court Proceedings

Consumers may contact the competent consumer protection authority where their consumer rights have been infringed.

Consumers also retain the right to pursue claims before the competent courts.

For cross-border consumer contracts within the European Union, mandatory consumer protection provisions applicable under EU and national law remain unaffected by these Terms and Conditions.

20. Privacy, Intellectual Property and Final Provisions

Privacy

The Seller processes personal data in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR).

Detailed information concerning the processing of personal data is provided in the **Privacy Policy** available on the Website.

Intellectual Property and Customer-Provided Content

Texts, photographs, graphics, Product designs and other content on the Website that are protected by intellectual property rights may not be used without authorisation.

Where the Customer supplies graphics, logos, images, text or other content for use in a custom Product, the Customer represents that they are entitled to authorise its use for this purpose.

The Seller may refuse to use custom content that is manifestly unlawful or infringes the rights of third parties.

Force Majeure

The Seller shall not be liable for delay or failure to perform caused by circumstances beyond the Seller's reasonable control that could not reasonably have been foreseen or avoided at the time the contract was concluded.

Such circumstances may include, in particular, natural disasters, war, government measures or serious disruptions to transport or supply chains.

The Seller shall inform the Customer as soon as reasonably practicable if such circumstances materially affect fulfilment of an order.

Governing Law and Final Provisions

These Terms and Conditions are governed by **Hungarian law**, without prejudice to any mandatory consumer protection rights that a Consumer may have under the law applicable in the Consumer's country of residence.

Relevant legislation includes, in particular, the Hungarian Civil Code, Hungarian and European Union consumer protection and e-commerce legislation, Directive 2011/83/EU on consumer rights, Regulation (EU) 2016/679 (GDPR), and the applicable Hungarian legislation concerning conformity, product liability and mandatory warranties.

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

These Terms and Conditions enter into force on 9 September 2026 and apply to contracts concluded on or after that date.