

# General Terms and Conditions for jelenafiala.com

September 18, 2024

## 1. Scope of Application and Acceptance of the General Terms and Conditions

1.1. These General Terms and Conditions (hereafter known as "GTC") are valid for all contracts concluded between Elena Dolgova and a Customer who is consumer (hereafter known as "Customer") via the Website jelenafiala.com (hereafter "Website"). According to § 1 Abs. 1 Z 2 KSchG, "consumer" means any private individual, to whom the related legal transaction is not attributable to the conduct of his commercial activities. The terms "item(s)" and "good(s)" are used interchangeably throughout this GTC.

**1.2. These GTC are not valid for special and custom orders. Please contact jelenafiala.com for any special requests.**

1.3. The Customer acknowledges and agrees to these GTC as soon as he makes an order by placing a check mark in the field "I agree with Terms and Conditions". The valid version of these GTC is always the one, shown on this Website at the time of the order and can be viewed and printed any time before and during the process of consent.

1.4. Deviating terms and conditions of the Customer are rejected, unless they are explicitly acknowledged and accepted by Elena Dolgova.

## 2. Contract Language

2.1. The contract is provided in German and English language.

## 3. Conclusion of Contract and Order Terms

3.1. The goods presentation on this Website, does constitute a binding contractual offer by Elena Dolgova on the items shown. When a Customer clicks on the "Pay now" button, the Customer accepts the offer for the selected items in his/her shopping cart and the contract is concluded.

3.2. Elena Dolgova reserves the right to change the items offered on the Website at any time without prior notice.

## 4. Technical Order Process

4.1. On the assortment overview of the online shop jelenafiala.com/shop, the Customer can select one or more items by clicking the button „Add to cart“ or a corresponding graphical symbol. After placing all desired items in the shopping cart, the Customer can start the order process by clicking on the „Checkout“ button and agreeing to the GTC (by setting the appropriate check mark).

4.2. Placing an order is possible for registered Customers as well as for (unregistered) guest Customers. In the next step of the order process, the Customer can register by specifying his personal data (name, e-mail and delivery address) or the Customer can go to the cash desk

without creating a Customer account. Already registered Customers can log in with their access data by clicking on the corresponding button.

4.3. In the next step, the Customer can select the preferred payment method. The following forms of payment are available to the Customer: PayPal, credit card, bank transfer.

4.4. The relevant data for the order are summarised in an "Order Information" and can be viewed before placing the order. At this point, the Customer specifies his payment data and has the possibility to check and, if necessary, correct billing and shipping data before sending the binding order. The usual browser functions allow the Customer to go back and change the chosen items as well as the other data of his order.

4.5. By clicking on the "Pay now" button, the Customer accepts the offer for the selected items in his/her shopping cart and the contract is concluded.

4.6. The Customer undertakes to store his access data, especially password, safely and never disclose them to third parties. Elena Dolgova cannot be held liable for the loss or theft of access data or any misuse of a Customer account. Elena Dolgova shall under no circumstances be held liable for any loss, theft or fraudulent use of Customer's account. The Customer undertakes to inform Elena Dolgova immediately in such an event by sending an e-mail to [jelena@jelenafiala.com](mailto:jelena@jelenafiala.com).

4.7. The Customer may have his account deleted at any time by sending an e-mail to [jelena@jelenafiala.com](mailto:jelena@jelenafiala.com). After the Customer's account has been deleted, the Customer is free to create a new account at any time.

## **5. Order Confirmation and Storage of the Contract**

5.1. Immediately after sending the order, the Customer receives an order confirmation with the order details by e-mail.

5.2. The Customer will receive the contract including the version of the GTC, which was valid at the time of placing the order along with the Privacy Policy and the Customer's right of withdrawal/withdrawal form together with the delivery of the goods at the latest, electronically by e-mail, whereby the Customer agrees to receive the invoice either by postal service or only electronically by e-mail.

5.3. The contract will be stored but it is not accessible to Customers. The Customer has the possibility to print the electronically by e-mail submitted contract.

## **6. Customer's Right of Withdrawal and Withdrawal Form**

**6.1. The Customer has the right to withdrawal from this contract within 14 without giving any reason.**

**6.2. The revocation period is 14 days from the date upon which the Customer or another person from whom it can be assumed under the circumstances that he/she is entitled to accept the consignments, who is not the carrier, takes receipt of the goods. In the case of a single order for several goods shipped and delivered separately, the revocation period is 14 days from the date upon which the Customer or another person from whom it can be assumed under the circumstances**

that he/she is entitled to accept the consignments, who is not the carrier, takes receipt of the last good.

**6.3. To exercise the right of withdrawal, the Customer must notify Elena Dolgova in an unequivocal declaration (e.g. a letter sent using the postal service to Teschnergasse 17/7, 1130 Vienna, Austria or an e-mail written to jelena@jelenafiala.com) of his decision to withdraw from this contract within the revocation period. The Customer may use the enclosed Model Withdrawal Form, but it is not obligatory.**

## Model Withdrawal Form

**I/We(\*) hereby give notice that I/we(\*) withdraw from my/our\* contract of sale of the following goods:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Order on (\*)/received on (\*):** \_\_\_\_\_

**Name of Customer(s) (\*):** \_\_\_\_\_

\_\_\_\_\_  
**Address of Customer(s) (\*):** \_\_\_\_\_

**Signature of Customer(s) (\*) (only if this form is notified in writing):**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**(\*) Please delete as appropriate**

**6.4. If the Customer withdraws from the contract, Elena Dolgova is obliged to reimburse all payments, affected by the withdrawal, received from him/her, including all shipping costs (with the exception of additional costs resulting from the selection of a shipping method other than the lowest-cost standard shipping offered by Elena Dolgova), no later than 14 days from the date upon which Elena Dolgova receives notice of the withdrawal. The refund shall be issued using the same payment method and in the same currency used by the Customer when paying for the order, unless explicitly agreed otherwise. The Customer also takes note of the fact that his/her bank may take several business days to issue a refund to his/her bank account, depending on the processing time.**

**6.5. Elena Dolgova reserves the right to refuse to reimburse costs until we have received the returned goods affected by the withdrawal.**

**6.6. If the Customer withdraws from the contract, he/she is obliged to send back all goods affected by the withdrawal, at least within 14 days from the date upon which he/she notified us of his/her decision to withdraw from this contract to: Elena Dolgova, Teschnergasse 17/7, 1180 Vienna, Austria. The deadline is met if the Customer sends off the goods before the expiry of the period of 14 days.**

**6.7. All costs of returning the goods must be borne by the Customer.**

**6.8. It is explicitly recommended that the Customer sends returned goods only as insured and registered parcel with tracking number. That the returned goods have been sent off can be proven by the Customer by sending a copy/scan or photo of the certificate of posting together with the tracking number by e-mail to [shop@jelenafiala.com](mailto:shop@jelenafiala.com). If the Customer is not able to provide such proof, Elena Dolgova will retain the purchase price already paid in case of loss.**

**6.9. Each individual good is carefully checked before shipping, so that any damage, soiling or the like is excluded on our part. We do not take back returned goods which are soiled, have been worn, washed or dry-cleaned by the Customer. Any damage to the returned goods caused by incorrect handling is at the Customer's expense.**

**6.10. When exercising the right of withdrawal, goods must be returned in their original condition and packaging, together with a fully filled Withdrawal Form and the invoice in original or copy form in the case of a partial return.**

**6.11. If returned goods were packed inappropriately or in a manner which was not safe for transport and therefore were soiled or damaged during return shipment, the Customer must bear all costs of the damage.**

## **7. Prices**

7.1. All prices are overall prices, given in Euro and include all taxes and fees including Value Added Tax (VAT) within countries of the European Union, but exclude shipping costs. Shipping costs are listed separately (see point 8.4. below).

**7.2. All possible custom duties, import and/or export charges as well as taxes for all countries outside the European Union are to be borne by the Customer and will not be reimbursed by Elena Dolgova..**

7.3. Elena Dolgova reserves the right to amend the prices of the goods offered on this Website at any time and without prior notice. Goods are invoiced based on the prices displayed in the online shop on this Website at the time of the Customer's order.

## **8. Shipping Terms and Conditions**

**8.1. The following shipping cost are to be understood as net prices for standard shipping. If the Customer wishes express shipping or has any special requests (gift packaging, greeting card, calligraphic writing etc.), he/she is kindly asked to contact us by e-mail: [jelena@jelenafiala.com](mailto:jelena@jelenafiala.com). In such cases the Customer is instructed to NOT PLACING THE ORDER VIA ONLINE SHOP. Express shipping details and/or special requests as well as costs will be discussed individually.**

**8.2. Orders and deliveries are only possible within the countries listed below. For orders from/shipping to other countries, the Customer is kindly asked to contact us by e-mail: [shop@jelenafiala.com](mailto:shop@jelenafiala.com). Elena Dolgova is pleased to help if possible.**

8.3. The goods shall be only delivered on receipt of signature of the Customer or another person from whom it can be assumed under the circumstances that he/she is entitled to accept the consignments, who is not the carrier.

**8.4. Delivery Areas, Shipping Costs and Shipping Time for Standard Shipping:**

Delivery Areas	Shipping time, business days	Total value of a single order , Euro	Shipping-costs, Euro
Austria	1-3	from 0 to 100	3
		from 100,01	0
European Union and Monaco	5-10	from 0 to 48	9
		from 48,01 to 120	12
		from 120,01 to 490	15
		from 490,01	0
Egypt, Algeria, Andorra, Armenia, Bosnia and Herzegovina, Faroe Islands, Gibraltar, Greenland, Iceland, Jersey, Lebanon, Liechtenstein, Morocco, Moldova, Norway, San Marino, Switzerland, Serbia, Tunisia, Turkey, Belarus	6-25	from 0 to 48	10
		from 48,01 to 120	13
		from 120,01 to 490	16
		from 490,01	0
Bahrain, Jordan, Canada, Kazakhstan, Qatar, Kuwait, Saudi Arabia, United Arab Emirates, United States, Oman	10-25	from 0 to 48	15
		from 48,01 to 120	18
		from 120,01 to 490	20
		from 490,01	0
Anguilla, Argentinien, Bahamas, Barbados, Bermudas, Bhutan, Bolivia, Bonaire, Brazil, Brunei, Chile, China, Costa Rica, Dominican Republic, Guadeloupe, Guatemala, Haiti, Hong Kong, India, Indonesia, Jamaica, Japan, Colombia, South Korea, Macao, Malaysia, Maldives, Mexico, Mongolia, Panama, Paraguay, Peru, Seychelles, Singapore, South Africa, Taiwan, Thailand, Uruguay, Venezuela, Vietnam	15-25	from 0 to 48	18
		from 48,01 to 120	21
		from 120,01 to 490	23
		from 490,01	0
Australia, Fiji, New Zealand	10-25	from 0 to 48	20
		from 48,01 to 120	23
		from 120,01 to 490	26
		from 490,01	0

**8.5. Standard shipping worldwide is FREE OF CHARGE, if the total value of a single order is more than 490 Euro net or more (excluding possible custom duties, import and/or export charges fees as well as taxes).**

8.6. The shipping costs are shown clearly and visibly in the online shop, in the shopping cart system as well as in the in the "Order Information".

8.7. The Goods will only be dispatched after full payment is received, within 2 business days after receiving the full payment at the latest. After the goods have been dispatched, the Customer will immediately receive a shipping confirmation by e-mail.

**8.8. Shippings to post office boxes and packing stations are not possible.**

## **9. Failure to Deliver and Delay in Delivery**

**9.1. Any failure to deliver or delay in delivery which exceeds the above stated maximum standard shipping time in business days after order confirmation, shall be reported immediately to Elena Dolgova by e-mail to [shop@jelenafiala.com](mailto:shop@jelenafiala.com).**

9.2. The Customer is informed, that Elena Dolgova can only state non-binding shipping periods and therefore is not immediately considered to be in default, if the non-binding shipping period cannot be met. In this case, the Customer has the right to issue a caution and to set a reasonable and binding deadline of at least 14 days. Only if this deadline has expired without result, Elena Dolgova is delayed in delivery. However, the Customer cannot immediately withdraw from the contract, but must set a reasonable and written extension for an additional period of at least 14 days and, at the same time, can declare, the he/she will withdraw from the contract, in case he/she will not receive the goods ordered within this period. Should the goods ordered not arrive within this additional period, Elena Dolgova is obliged to reimburse the Customer all payments received from him/her within 14 days after the withdrawal comes into effect (the day after the expiry of the additional period).

9.3. Should the Customer receive the goods after the withdrawal comes into effect, he/she is obliged to send back all goods received and within 14 days after the withdrawal comes into effect in strict accordance with the points 6.9.-6.11. to: Elena Dolgova, Teschnergasse 17/7, 1180 Vienna, Austria. It is explicitly recommended that the Customer sends returned goods only as insured and registered parcel with tracking number. That the returned goods have been sent off can be proven by the Customer by sending a copy/scan or photo of the certificate of posting together with the tracking number by e-mail to [shop@jelenafiala.com](mailto:shop@jelenafiala.com). If the Customer is not able to provide such proof, Elena Dolgova will retain the purchase price already paid in case of loss. If the Customer is not able to provide such proof and did already receive any repayments because of delay in delivery, the Customer is obliged to repay all repayments received in case of loss within 14 days upon the date of which the loss of the goods becomes known

9.4. Should the Customer receive the goods after the withdrawal comes into effect, and, however, decides to keep all or parts of the goods received, he/she shall notify Elena Dolgova of his/her decision immediately by e-mail: [shop@jelenafiala.com](mailto:shop@jelenafiala.com).

9.5. If the Customer decides to keep all of the goods received after the withdrawal comes into effect and did already receive any repayments because of delay in delivery, the Customer is obliged to repay all repayments received within 14 days upon the date, the goods arrived.

9.6. In the event of obvious transport damages to packaging or the goods conveyed, the Customer has to inform Elena Dolgova immediately by e-mail: [shop@jelenafiala.com](mailto:shop@jelenafiala.com) and is kindly asked to request written confirmation from the haulier accordingly. Furthermore, the Customer is kindly asked to take photos of the damages and send them also by e-mail to [shop@jelenafiala.com](mailto:shop@jelenafiala.com). We will discuss possible solutions individually. Failure to obtain such written confirmation as well as not taking and sending photos of the damages do not affect the Customer's statutory rights but helps Elena Dolgova enforcing claims against the logistics company.

## 10. Transport Damage

**10.1. In the event of obvious transport damages to packaging or the goods conveyed, the Customer has to inform Elena Dolgova immediately by e-mail: [shop@jelenafiala.com](mailto:shop@jelenafiala.com) and is kindly asked to request written confirmation from the haulier accordingly. Furthermore the Customer is kindly asked to take photos of the damages and send them also by e-mail to [shop@jelenafiala.com](mailto:shop@jelenafiala.com). We will discuss possible solutions individually. Failure to obtain such written confirmation as well as not taking and sending photos of the damages do not affect the Customer's statutory rights but helps Elena Dolgova enforcing claims against the logistics company.**

## 11. Payment Information

**11.1. The following payment options are available for selection:**

*a) Payment by Bank Transfer*

In step 3 of the order process ("Payment details") the Customer shall select "Bank transfer" and complete his/her order. In step 3 of the order process ("Payment details") also the bank details of Elena Dolgova are shown visibly (as shown hereafter too). After submitting the order, the Customer is asked to transfer the total amount immediately to the following bank account, specifying the order number, which comes together with the order confirmation by e-mail:

Elena Dolgova  
Bank: Erste Bank Sparkassen AG  
IBAN: AT50 2011 1829 7976 3600  
BIC: GIBAATWWXXX

**Any transfer costs as well as bank charges that may arise are to be borne by the Customer.**

*b) Payment by Credit Card*

In step 3 of the order process ("Payment details") the Customer shall select "Credit card" and complete his/her order. After order completion, the Customer's credit card will be charged immediately. **If payment by credit card is selected, no additional fees are charged.**

*c) Payment by PayPal*

In step 3 of the order process ("Payment details") the Customer shall select "PayPal" and complete his/her order. After order completion, the Customer's PayPal account will be charged immediately. Elena Dolgova's PayPal payment address is: jelenafiala.wien@gmail.com. **The Customer should be aware that goods are only shipped to the delivery address indicated in his/her PayPal transaction details. If Payment by PayPal is selected, no additional fees are charged.**

## 12. Time for Payment and Retention of Title

**12.1. The purchase price, including the costs of shipping, becomes due for payment immediately after the order is placed. Goods will only be dispatched once the full amount of money has been credited to our bank or PayPal account.**

12.2. The goods ordered remain the property of Elena Dolgova until full payment is received. After the goods have been delivered to the address specified by the Customer, the Customer is solely responsible for these goods (especially in case of loss, theft or damage).

## 13. Warranty

13.1. Only the general statutory warranty shall apply (2-year statutory warranty period). In addition to the statutory warranty, we do not grant any further guarantees.

13.2. Legal warranty claims are excluded, if defects were caused by the Customer (especially if caused by improper use or repair attempts).

13.3. Complaints due to legal warranty claims can be submitted by e-mail shop@jelenafiala.com or by mail to Elena Dolgova, Teschnergasse 17/7, 1180 Vienna, Austria.

13.4. Final Consumers also have the opportunity to contact the EU's online dispute resolution platform: <http://ec.europa.eu/odr>. At this point the Customer is informed, that Elena Dolgova is neither committed nor willing to participate in the dispute resolution process.

## 14. Intellectual Property

14.1. All parts of the Website jelenafiala.com (drawings, drafts, illustrations, photographs, films, texts, logos, trademarks etc.) are the exclusive property of Elena Dolgova and/or photographers commissioned by Elena Dolgova. Any kind of use, publication or reproduction of these parts is prohibited without the express consent of Elena Dolgova.

## 15. Data Protection

15.1. Information on data protection is available in our Privacy Policy at <https://www.jelenafiala.com/privacy-policy>.

## 16. Applicable Law and Jurisdiction

16.1. These GTC shall be governed by the laws of the Republic of Austria. The place of performance and jurisdiction for all claims from and on the basis of agreements based on these GTC shall be Vienna, Austria. If the Customer is a final consumer, the place of performance and jurisdiction shall be the residence of the buyer.