

General terms and conditions

These are the general terms and conditions of

MAM-HUNGÁRIA Kft.

H-9795 Vaskeresztes, Fő u. 132, Hungária

Company registration no: 18 09 000507

Contact via: www.mambaby.com/contact

Herein referred to as the 'supplier' for the purposes of all sales contracts concluded via the online shop www.mambaby.com between the supplier and the customer as described in Section 2 of these general terms and conditions.

Hosting service provider:

Company name: Internex GmbH

Head office: Lagerstraße 15, 3950 Gmünd, Austria

Company registration no: ATU 65604535

Section 1: Area of application & terminology

(1) The following terms and conditions apply exclusively for each transaction between the supplier and the customer, in the version valid at the time the contract is entered into. Other terms and conditions as used by the customer will not be accepted unless the supplier explicitly agrees in writing.

(2) The customer is considered a consumer as long as the purpose of their orders and activity is not linked to a commercial enterprise or to the activities of an independent entity. Any person, corporate body or non-incorporated firm is considered a business if acting in pursuance of a commercial goal or independent field of activity.

Section 2: Conclusion of the contract

(1) Customers can choose from a variety of products, in particular pacifiers and other baby products which can be selected for purchase via the shopping cart icon. All goods selected will then be placed in this virtual shopping cart. By using the icon to place an order, the customer makes a binding agreement to purchase the products in the shopping cart. Before clicking the icon to place an order, the customer is able to view and change the contents of the shopping cart. Before the customer signs the binding agreement to purchase their chosen goods, they will be asked to accept the terms and conditions. By doing so, the consumer accepts all the provisions of the terms and conditions in the version in force on the date of the binding purchase agreement, and accepts the current price indicated on www.mambaby.com as the purchase price. When ordering personalized products the customer confirms and agrees that they will not submit an "inappropriate" message for personalized printing on these products. "Inappropriate" includes any message that is offensive, slanderous, insulting, pornographic, sexually explicit, illicit or discriminatory and which infringes the rights of third parties.

(2) The supplier will then send an automatic confirmation of receipt via e-mail to the customer, in which the order is listed and which can be printed by the customer by clicking the print icon. This confirmation of receipt documents that the customer's order has been received and confirmed (accepted) by the supplier, and that a sales contract has been concluded.

Section 3: Delivery & availability of goods

(1) If one of the ordered goods is temporarily unavailable, the supplier will inform the customer immediately in the order confirmation. If delivery is delayed longer than two weeks, the customer has the right to withdraw from the contract. In this case, the supplier also has the right to withdraw from the contract and the supplier will automatically refund all payments already made by the customer.

(2) The delivery times shown are valid for all standard products offered in the online shop (excluding products from the MAM Individual range). Products from the MAM Individual range are made to order and so delivery times may vary. The supplier will deliver these products to the customer within 8 weeks of accepting the order.

(3) The **minimum order value for the online shop is €19.00** (excluding registered MAM Club members) and the **maximum order value is €500.00**.

Section 4: Prices and shipping costs

(1) All prices listed on the supplier's website include packing and any applicable sales tax.

(2) The relevant shipping costs will be listed on the order. These costs are to be paid by the customer. For shipping outside Europe, the supplier must also charge for any import and export costs, such as customs duty and other charges and taxes.

(3) All goods are sent via post. The delivery address is accepted only if the delivery country appears on the supplier's online list.

(4) Place of fulfillment: **MAM-HUNGÁRIA Kft.**, H-9795 Vaskeresztes, Fő u. 132, Hungária

Section 5: Method of payment

(1) Customers can choose from the following methods of payment:

- Credit card
- PayPal
- Instant Bank Transfer (only for Germany, Austria, Italy, the Netherlands and Belgium)

(2) The following credit cards are accepted: Visa, MasterCard and American Express. Any bank charges will be charged to the customer. In order to prevent unauthorized access to your data by a third party, we use the latest encryption technology, such as Secure Socket Layer (SSL). SSL is a standard protocol approved for use online, which guarantees a secure data exchange. This process ensures all order data, including credit card details, is processed in an encrypted and secure format.

Section 6: Reservation of proprietary rights

Until payment is received in full the delivered goods remain the complete property of the supplier.

Section 7: Warranties, guarantee & material defects

(1) Supplier warranty

In which cases can customers exercise their rights under the supplier warranty?

In the event that the supplier delivers defective goods, the customer has the right to claim compensation from the supplier in accordance with the rules of the Hungarian Civil Code.

What rights does the customer have under the supplier warranty?

The customer is entitled to make the following claims:

The customer can request a repair or replacement, provided that their claim is feasible and would not involve disproportionate additional costs for the supplier compared to other remedies. If the customer chooses not to or is unable to ask for a repair or replacement, they can instead ask for a proportionate reduction in the price; or they can request that the defective item be repaired or replaced at the supplier's expense; or, as a last resort, they can withdraw from the contract entirely. The customer cannot, in exercising their rights under the supplier warranty, repair the defect themselves or have it repaired by another person at the company's expense. The customer can switch from one remedy under the supplier warranty to another, but the customer will bear the cost of any switch unless it is justified or the supplier gives grounds for it.

What is the time limit for making claims under the supplier warranty?

The customer must notify the supplier of a defect as soon as they discover it, and no later than two months after the defect is discovered. However, the customer should be aware that they cannot claim for a defect after the end of the two-year limitation period which starts from the date of performance of the contract.

Who can the customer make a claim against?

Customers can make a claim against the supplier.

What are the other conditions for enforcing the customer's rights?

For a period of one year from the date of delivery, the customer can enforce their rights under the supplier warranty, provided that they can prove that the product or service was provided by the supplier. On expiry of this one-year period from the date of delivery, the burden of proof lies with the customer to show that the defect that they have discovered existed at the time of performance.

(2) Product warranty

In which cases can customers exercise their rights under the product warranty?

In the event of a defect in a product, the customer may choose to exercise their rights under point (1) or make a claim under the product warranty.

What rights does the customer have under the product warranty?

Customers can only ask for a defective product to be repaired or replaced under the product warranty.

When is a product deemed defective?

A product is deemed to be defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

What is the time limit for making a product warranty claim?

The customer has two years from the date that the product was put on the market by the manufacturer in which to make a product warranty claim. After this period, the customer loses this right.

Who can the customer make a product warranty claim against and what other conditions apply?

The customer can only make a product warranty claim against the manufacturer or distributor of the product. The customer must prove that the product is defective in order to make a product warranty claim.

In which cases is the manufacturer (distributor) exempt from its obligations under the product warranty?

The manufacturer (distributor) is only exempt from its obligations under the product warranty if it can prove the existence of the circumstances listed under Section 6:168 (3)(a-c) of Act V of 2013 of the Hungarian Civil Code.

The customer cannot pursue an accessories warranty claim and a product warranty claim for the same defect at the same time. However, if the customer's product warranty claim is successful, the customer may pursue their accessories warranty claim against the manufacturer for the replaced product or repaired part.

(3) Statutory guarantee

The supplier is obliged to provide a statutory guarantee for defective products in the case of any products specified in Annex 1 of Hungarian Government Decree 151/2003 (IX. 22.) on the provision of a statutory guarantee for certain durable consumer goods.

The rights of the customer under the guarantee and the relevant deadlines are governed by Hungarian Government Decree 19/2014 (IV. 29.) NGM *which sets out the procedural regulations for handling warranty and guarantee claims for goods sold under a contract between a consumer and a business.*

When is the supplier exempt from its obligations?

The supplier is only released from its obligations under the statutory guarantee if it can prove that the cause of the defect arose after the performance of the contract.

The customer cannot make both a supplier warranty claim and a statutory guarantee claim, or a product warranty claim and a statutory guarantee claim, for the same defect at the same time, since the rights under the statutory guarantee apply irrespective of the rights set out in points (1) and (2).

Section 8: Cancellation & its consequences

(1) Right of cancellation

The customer has the right to cancel their contract **within 14 days** without specifying any reasons. This 14-day cancellation period starts on the date on which the customer, or a third party nominated by them that is not the carrier, takes possession of the last goods.

In order to exercise this right of cancellation, customers must inform:

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of their decision to cancel their contract, clearly and unambiguously, e.g. by sending a **letter** by post or sending an **e-mail to the e-mail address provided above**. Customers may also use the enclosed sample cancellation form (not pre-populated). In order to meet the cancellation deadline, customers must simply have sent the notification of their decision to cancel before the cancellation period expires.

(2) Consequences of cancellation

If the customer cancels their contract, the supplier will reimburse all payments received from the customer, including delivery costs, immediately and **within no more than 14 days** from the date on which the supplier receives the notification of the customer's intention to cancel their contract. This repayment will be made using the same means of payment as the one used for the original transaction, unless otherwise explicitly agreed. No fees will be charged for this repayment under any circumstances. The supplier may refuse to make the repayment until they have received the goods back from the customer or the customer has provided proof that they have returned the goods, depending on which of these happens first.

The customer must return the goods or hand them over to the supplier immediately and within no more than 14 days from the date on which the customer notifies the supplier about the cancellation of the contract. This deadline is deemed to have been met provided the customer dispatches the goods before the 14-day period expires.

Items that can be shipped as a parcel are returned at the supplier's own risk. **The customer must cover the costs of the return consignment if:**

- **the goods delivered correspond to those ordered and if the price of the item to be returned does not exceed €40 euros;** or
- in the case of higher priced items, the customer has not yet provided a contractually agreed partial payment at the time of cancellation; or
- **the customer withdraws from the contract before they receive the product.**

Otherwise the return consignment is free of charge for customers. Items that cannot be shipped as a parcel will be collected from the customer at the supplier's expense.

The customer must only pay for any depreciation in the value of the goods if this depreciation in value can be attributed to the customer's handling of them beyond what is necessary to ascertain the nature, properties and functioning of the goods.

(3) Exclusion from cancellation

The right of cancellation does not exist for sealed goods which, for reasons of health and hygiene, are not suitable for return once the seal has been removed following delivery.

In addition, the **right of cancellation does not exist** for goods which have been made according to the customer's specifications (personalized products). Personalized **products** for this purpose are all products in the **MAM Individual range** (pacifiers, pacifier straps, combination boxes).

Section 9: Data processing

(1) The supplier collects data from customers as is necessary for the execution of the contract. The supplier observes the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) and the Hungarian Act CXII of 2011 on Informational Self-Determination and Freedom of Information. Unless otherwise agreed with the customer, the supplier will only request, use or process the customer's data as it is necessary for fulfilling the contract in a proper manner and creating an account for its teleservices.

(2) Without the consent of the customer, the supplier will not use the customer's data for commercial purposes, public opinion research or market research.

(3) The customer is able to review, change or delete their data via their MAM Club profile at any time. More information about customer consent and the collection, use and processing of data can be found in the data privacy section of the supplier's website in a printer-friendly format.

Section 10: Complaints handling policy

(1) The supplier aims to fulfil all orders to the full satisfaction of the customer and to a satisfactory quality. If the customer has any complaint regarding the contract or its performance, they can communicate their complaint by telephone, e-mail or letter.

(2) The supplier will immediately investigate the complaint and, if necessary, remedy it. If the customer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the supplier will immediately make a record of the complaint and its position on the complaint and provide the customer with a copy of this record.

(3) The supplier will respond to the complaint in writing within 30 days. The reasons for rejecting the complaint will be given. The supplier will keep any records regarding the complaint and a copy of the response for three years and will present them to the supervisory authorities upon request.

(4) The customer is informed that, if the customer's complaint is rejected, they may submit their complaint to a public authority or dispute resolution body, as described below.

(5) The customer may lodge a complaint with the consumer protection authority.

Pursuant to Article 45/A(1–3) of the Consumer Protection Act and Hungarian Government Decree 387/2016 (2 December 2016) on the designation of the consumer protection authority, the local government office acts as the general consumer protection authority:

<https://www.kormanyhivatal.hu/hu/elerhetosegek>

(6) In the event of a complaint, the customer can also contact a dispute resolution body, the contact details of which can be found below:

<https://bekeltet.bkik.hu>

(7) The website of the European Commission's online dispute resolution forum is available at:

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

Section 11: Final provisions

(1) All contracts between the supplier and the customer are governed by Hungarian law under exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) Should any parts of the contract become null (void), the remainder of the contract is binding.

(3) The provisions of these terms and conditions shall apply from 01.09.2023.

(4) Contracts may only be concluded in English. Any contract concluded does not constitute a written contract and the contracts will not be registered by the supplier. The supplier reserves the right to change these terms and conditions and will publish these changes on its website. For any matter not covered by these terms and conditions, Hungarian law will prevail.