

General terms and conditions

These are the general terms and conditions of MAM-Hungária Kft., MAM Baby AG Magyarország Fióktelepe, H-9795 Vaskeresztes Fő u. 132, Hungária (The offerer), which will apply to all sales contracts concluded via the internet shop www.mambaby.com between the offerer and the customers described in § 2 of these general terms and conditions.

§ 1 Area of application, Terminology

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

(2) The customer is a consumer as long as the purpose of the ordered deliveries and performances cannot be linked to a commercial activity or to an activity of an independent entity. Any person, corporate body or non-incorporated firm is a business if acting in pursuance of a commercial or independent field of activity.

§ 2 Conclusion of contract

(1) Every customer has the opportunity to choose between a variety of products, in particular pacifiers and other baby products which can be selected by using 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 signs a binding offer 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 offer to purchase, he will be asked to „accept the terms of use”. By doing this the terms of use automatically becomes part of the contract between the customer and the offerer. By ordering personalized products the customer confirms and agrees that he/she will not submit an "inappropriate" message for personalized printing on the customized products. "Inappropriate" includes any message that is offensive, slanderous, insulting, pornographic, sexually explicit, illicit or discriminatory.

(2) The offerer will then automatically send an acknowledgement 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 acknowledgement of receipt documents that the offer to buy has arrived and has been confirmed (accepted) by the offerer.

§ 3 Delivery, availability of goods

(1) If one of the ordered goods is temporarily unavailable, the offerer will inform the customer immediately in the confirmation of order. If the delay of delivery is to last longer than two weeks, the customer has the right to withdraw from the contract. In this case, the offerer also has the right to withdraw from the contact and the offerer 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 MAM Individual products). MAM Individual products 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 contract.

(3) The **minimum order value is € 19** (excluding registered MAM Club members), the **maximum order value** for this online shop is **€ 500**.

§ 4 Prices and forwarding charges

(1) All prices listed on the website of the offerer include the packing and applicable sales tax.

(2) The corresponding shipping costs will be listed in the order form. These costs are to be paid by the customer.

(3) For shipping outside Europe all import and export expenses such as customs duty, other charges and taxes have to be charged by the offerer.

(4) All goods are sent via post. The delivery address is accepted only if the delivery country appears on the internet list of the offerer. The customer assumes all risk from the time that the goods are given to the deliverer (post, shipping agent, forwarding agent, freight agent, etc).

(5) Place of fulfillment is Neckarsulm.

§ 5 Method of payment

(1) We offer the following methods of payment:

- Credit card
- PayPal
- Direct banking (only for Germany, Austria, Italy, the Netherlands and Belgium)

(2) We accept the following credit cards: Visa, MasterCard and Diners Club. Bank charges will be charged to the customer. In order to prevent unauthorized access to your data by a third party, we use the most modern encryption technology, such as Secure Socket Layer (SSL). The SSL is a standard protocol approved on the internet, which guarantees a secure data exchange. In this process all order data, including your credit card details, is processed encrypted and secured.

§ 6 Reservation of proprietary rights

Until complete payment is received the delivered goods remain the complete property of the offerer.

§ 7 Guarantee and material defects

(1) The offerer is responsible for material defects according to German law, in particular §§ 434 (following) of the German Civil Code. Claims against material defects for delivered expire twelve months after delivery.

(2) A guarantee for the delivered goods is granted only if it has been specifically stated in the respective confirmation for each article.

§ 8 Liability

(1) The right of the customer to claim compensation is excluded, except for compensation to the customer for injury to life, body, health or from violating essential obligations of the contract, as well as liability for other damages, which are based on premeditated or culpable negligence of the offerer, its representatives or agents. Essential obligations are such obligations, which are required for achieving the goal of fulfillment of the contract.

(2) Should the offerer violate these essential obligations, the offerer is only liable for such damages which are typically foreseeable for the contract and if these were caused by negligence, except the compensation of the customer regarding injuring to life, body or health.

(3) The limitations in (1) and (2) are also valid for the representatives or agents of the offerer, if the right is brought directly against these.

(4) The regulations of the Product Liability Act are unaffected.

§ 9 Revocation, Revocation consequences

(1) Right of cancellation

You have the right to cancel this contract **within fourteen days** without specifying any reasons. The cancellation period is fourteen days from the date on which you or a third party nominated by you who is not the carrier took possession of the last goods.

In order to exercise your right of cancellation, you must inform us

MAM-Hungária Kft.
MAM Baby AG Magyarországi Fióktelepe
H-9795 Vaskeresztes Fő u. 132
Hungária

about your decision to cancel this contract by providing an unambiguous declaration (for example a **letter** sent by post, **e-mail sent to the e-mail address provided above or by telephone**). You can do this using the [enclosed sample cancellation form](#), but this form is not pre-populated. In order to preserve the cancellation period, it is sufficient if you send the notification of your exercising of the right of cancellation before the cancellation period expires.

(2) Consequences of cancellation

If you cancel this contract, we must pay back to you all payments which we have received from you, including the delivery costs, immediately and **within no more than fourteen days** from the date on which we received the notification about your intention to cancel this contract. For this repayment, we shall use the same means of payment that you used in the original transaction, unless something to the contrary has been explicitly agreed with you; in no event shall you be charged any fees for this repayment. We may refuse to make the repayment until we have received the goods back from you or you have provided proof that you have returned the goods, depending on which of these is the earlier.

You must return the goods or hand them over to us immediately and in any event within no more than fourteen days from the date on which you notify us about the cancellation of this contract. The deadline period is preserved if you send the goods before the period of fourteen days expires.

Items that are capable of being shipped as a parcel are to be returned at our risk. **You must pay 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 an amount of 40 euros** or if, when the item has a higher price, you have not yet provided the service in return or a contractually agreed partial payment at the time of cancellation. **Otherwise the return consignment is free of charge for you.** Items that are not capable of being shipped as a parcel shall be collected from you at our expense.

You must only pay for any depreciation in the value of the goods if this depreciation in value is attributable to handling of them other than 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 the delivery of sealed goods which, for reasons of health protection or hygiene, are not suitable for return if the seal has been removed following delivery.

The **right of cancellation does not exist** in the case of the delivery of goods which have been made according to the specification of the contractual partner (individual or customised products). **Customised products** for this purpose are all products in the **MAM Individual range** (soothers, soother straps, combination boxes).

§ 10 Notice for data processing

(1) The offerer collects data from the customers necessary for the execution of the contract. The offerer observes the Federal Data Protection Act and the „Telemediengesetz“. Without the consent of the customer the offerer will only ask for, use or work with data from the customer as it is needed for fulfilling the contract in a proper manner and to draw up an account for teleservices.

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

(3) The customer has the possibility to review, change or delete his data via the “change MAM Club profile” icon in his profile at any time. Regarding the consent of the customer, more information about the collection, use and work with data can be found on the website of the offerer in printable form via the data privacy icon.

§ 11 refer-a-friend

(1) As part of "MAM refer-a-friend", the supplier offers an incentive programme that all customers can participate in. Customers can recommend potential new customers to the supplier that have not already been rejected by the supplier. Should a customer recommend a potential new customer who then places an order with the supplier, the customer who made the recommendation will receive an incentive.

(2) The customer must not promote the incentive programme. In particular, the customer must not refer to the incentive programme on conventional media and/or social media platforms or in any form that is accessible to a wide audience.

(3) However, the customer is permitted to promote the incentive programme through individual discussions with potential new customers, and in doing so, obtain their consent to enter their email address in the form provided on the website. The new customer will then receive promotional emails containing supplier offers from the supplier.

(4) The customer enters the email address of the potential new customer in the form provided on the website and also confirms that they have obtained the consent of this potential new customer.

(5) Should the customer not obtain the consent of the potential new customer and the latter takes legal action against the supplier, the customer shall indemnify the supplier for any damages suffered as a result.



mambaby.com

§ 12 final clause

(1) All contracts between the offerer and the customer are based on German law under exclusion of the UN Convention on Contracts for International Sale.

(2) If the customer is businessperson, a corporate body organized under public law or a separate entity under public law, court of jurisdiction is Neckarsulm for all disputes between the offerer and the customer.

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

MAM-Hungária Kft.
MAM Baby AG Magyarországi Fióktelepe
H-9795 Vaskeresztes Fő u. 132
Hungária

September 2017
© 2017 Copyright by MAM Babyartikel GesmbH, Vienna