

## **GENERAL TERMS AND CONDITIONS**

[www.mybabyhug.com](http://www.mybabyhug.com)

2021.01.04.-

### **PREAMBLE, IMPRESSUM AND DEFINITIONS**

Welcome to our website! Thank you for honouring us with your trust by shopping in our webshop. Please read this document carefully before finalizing your order, since by completing the order procedure You will accept the content of this GTC. If you have any questions in connection with these General Terms and Conditions, use of the webpage, any of the products or shopping procedure, or if you wish to discuss any special demand with us, do not hesitate to contact our colleague by using contact details provided on the website.

### **IMPRESSUM: DATA OF THE SERVICE PROVIDER (SELLER, ENTERPRISE)**

**Name:** Lévai-Litter Éva e.v.

**Registered office:** 7630 Pécs, Róka u. 19/1.

**Mailing address:** 7630 Pécs, Róka u. 19/1.

**Registration Authority:** Pécs County Court of Registration

**Corporate registration number:** 55546966122

**Tax number:** 52535888-1-22

**Representative:** Lévai-Litter Éva e.v.

**Telephone number:** +36308590930

**E-mail:** [mybabyhugcarrier@gmail.com](mailto:mybabyhugcarrier@gmail.com)

**Webpage:** [www.mybabyhug.com](http://www.mybabyhug.com)

**Bank account numbers:** HUF: HU60107012147067676151100005

**SWIFT code:** CIBHHUHB

## **DATA OF THE HOSTING SERVICE PROVIDER:**

**Name:** WIX

**Registered office:** 500 Terry Francois Blvd., 6th Floor, San Francisco, CA 94158 USA

**Contact details:** 1-415-358-0857 , [info@wix.com](mailto:info@wix.com), [www.wix.com](http://www.wix.com)

## **DEFINITIONS**

**Parties** mean the Seller and Customer collectively.

**Consumer** means any natural person who is acting for purposes which are out of the scope of his trade, profession or business activity.

**Consumer contract** means any contract to which one of the parties is qualified as consumer.

**Webpage** means website [www.vrec-co.com](http://www.vrec-co.com), which is qualified as means of distance communication.

**Contract** means the contract of sale to be concluded between the Seller and Customer by using the Webpage and electronic mail.

**Means of distance communication** has reference to the means used for making contractual statement for conclusion of the contract. Such means include, in particular, forms with or without address, standard mails, advertisements published with an order form in press, catalogues, telephone, fax and any device ensuring the internet access.

**Distance contract** means any consumer contract that is concluded under an organised distance sales or service-provision scheme without the simultaneous physical presence of the parties with the exclusive use of means of distance communication.

**Product** means any marketable tangible movable item, indicated in the offer of the Webpage, that is marketed on the Website and intended for sale, can be acquired and forms object of the Contract.

**Enterprise/Seller** means a person acting within the scope of his trade, profession or business activity.

**Customer/You** means a person entering into the contract and making bid through the Webpage.

**Commercial guarantee in the case of contracts between the consumer and enterprise** (hereinafter: consumer contract) means the compulsory guarantee applicable to consumer contracts specified in the Civil Code and separate legislation.

## **APPLYCABLE LAWS**

The laws specifically applicable to the Contract are as follows:

Act CLV of 1997 on Consumer Protection;

Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services;

Act V of 2013 on the Civil Code (Civil Code);

Gov. Decree no. 151/2003. (IX. 22.) on compulsory guarantee for certain consumer durables;

Government Decree no. 45/2014 (II.26.) on the detailed rules for contracts between consumers and enterprises;

NGM Decree no. 19/2014. (IV.29.) on the procedural rules for administering guarantee and warranty claims on products sold to consumers under a contract between the consumer and enterprise.

1997. LXXVI law on copyright law

2011. CXX Act on the Right to Information Self-Determination and Freedom of Information

REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 28 February 2018 within the internal market on the basis of the buyer's nationality, place of residence or place of establishment unjustified area-based content restrictions and other forms of discrimination amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22 / EC.

(EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Regulation (EC) No 95/46 (General Data Protection Regulation)

## **SCOPE, ACCEPTANCE AND AMENDMENT OF GTC**

The content of the contract to be concluded between us shall be governed by these General Contract Terms and Conditions (hereinafter: GTC) - apart from the revisions of the relevant binding laws - as well as by the information available on the Webpage. Accordingly, this GTC contains the rights and obligations pertinent to You and us, terms of conclusion of the contract, terms of fulfilment, delivery and payment terms, rule of liability rules and the terms for exercising the right of withdrawal. You are required to gain proper understanding of the provisions of this GTC prior to finalizing Your order. By shopping in the webshop You shall accept the provisions of this GTC, which shall form integral part of the contract to be concluded between You and the Seller.

The Seller shall be entitled to amend the provisions of this GTC in accordance with relevant laws. Please read through the provisions of this GTC carefully before every shopping. Any possible amendment to GTC shall be valid from the publication thereof on the webpage. Any possible amendment shall have no effect on the contracts already concluded until then (confirmed orders).

## **LANGUAGE AND FORM OF THE CONTRACT**

The language of the contracts falling within the scope of this GTC shall be English. The contracts falling within the scope of this GTC shall not qualify as written contracts; they shall not be registered by the Seller.

## **E-INVOICING**

Our company is due to the 2007 CXXVII. Section 175 of the Act. uses an electric bill. Tath you are accepting these GTC, you give your consent to the application of the electronic invoice.

## **PRICES**

The prices are indicated in Hungarian Forint, and they shall include VAT to the amount of 0 %. We reserve the right to change prices. The purchase price indicated next to the products shall not include the delivery charges.

## **PROCEDURE IN THE CASE OF INCORRECT PRICES**

The Seller shall not be liable for any negligence and / or the obviously improperly stated price due to the failure of the IT system.

It is obviously a defective price, in particular:

- 0 Ft price,
- discounted but discounted price discount (eg for a 1000 HUF product with a 20% discount for 500 HUF), in cases where it is apparent that the Product is not shown at a verifiable market price and Seller does not sell a discount (for example, the price clearly stated: the price stated for HUF 1000 instead of 10 000 HUF).

Verified market price is the average price per goods page.

In the event of a defective price, the Seller offers the opportunity to purchase the product at a realistic price, with which information the Buyer may decide to order the product at a real price or cancel the order without any adverse consequences.

## HANDLING COMPLAINTS AND REMEDIES

The consumer may submit his/her complaints related to the Seller's activity by using the following contact details:

- **Telephone:** +308590930
- **Internet address:** [www.mybabyhug.com](http://www.mybabyhug.com)
- **E-mail:** [mybabyhugcarrier@gmail.com](mailto:mybabyhugcarrier@gmail.com)

The Seller shall use his best efforts to perform repairs or replacement not later than within fifteen days. Should the consumer disagree with the complaint handling, or if the complaint cannot be investigated the Seller shall draw up minutes without delay on the complaint and his standpoint related thereto, and then the Seller shall hand over or e-mail a copy of the minutes to the consumer. The Seller shall draw up minutes on the consumer's claim submitted and take over the product with any defect falling under guarantee.

In case the consumer dispute between the Seller and consumer is not settled through negotiations, following remedies are available for the consumer:

Submitting a complaint to the **authorities for consumer protection**. If the consumer detects the violation of his/her consumer rights, he/she shall be entitled to submit complaint to the authority for consumer protection with competence according to the place of residence of the complainant. Following the review of the complaint the authority shall decide on the conduction of the consumer protection proceedings.

Any possible disputes arising from the contract shall be governed by Hungarian law; the legal forum with exclusive jurisdiction shall be the court with competence according to the registered office of the seller/enterprise.

## PLATFORM FOR ONLINE DISPUTE RESOLUTION

The European Commission has set up a webpage on which consumer can register; in this way they will be able to resolve their disputes related to the online purchases by completing an application form so as to avoid judicial proceedings. Consequently, consumers can enforce their rights without being prevented from that e.g. by the distance.

If You intend to make a complaint in relation to any product or service purchased online and You do not want to go to court, then You can use the platform of online dispute resolution.

You and the trader against whom You have lodged the complaint can jointly choose the dispute resolution body to deal with the complaint.

The platform for online dispute resolution is available on website <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>

## **COPYRIGHTS**

Under section 1 (1) of Act LXXVI of 1999 on copyrights (hereinafter: Copyright Act) the website is qualified as a copyrights work, therefore each part thereof falls under copyright protection. Under Section 16 (1) of the Copyright Act unauthorized use of graphic or software solutions and computer program creations as well as use of any application by which the website or any part thereof can be altered is forbidden. Any material can be taken over from the website or the data base thereof with the written consent of the right holder only with reference to the website or by indicating the source. The right holder: **Lévai-Litter Éva e.v.**

## **SEVERABILITY CLAUSE, CODE OF CONDUCT**

If this GTC is incomplete in legal terms or invalid, this shall have no effect on the remaining provisions which shall continue to be in force, and the invalid or imperfect terms shall be replaced by the applicable provisions.

The Seller has no code of conduct according to the act on the prohibition of unfair commercial practices.

## **FUNCTION OF THE DIGITAL DATA CONTENT, TECHNOLOGICAL PROTECTION MEASURES**

Availability of the servers providing data displayed on the website is over 99.9% annually. The full data content is constantly saved; as a result, in the case of trouble the original data content can be restored. The data displayed on the website are stored in MSSQL and MySQL database. The sensitive data are stored with appropriate encryption, and for their encoding we use hardware support built in processor.

## **INFORMATION ON THE ESSENTIAL PROPERTIES OF THE PRODUCTS**

We provide information on the essential properties of the products to be purchased in the description of each product. The data of products on the page are only for information. The photos are for illustration; in some cases the colours could be incorrect.

## **CORRECTION OF DATA INPUT MISTAKES – LIABILITY FOR THE VERITY OF THE PROVIDED DATA**

When placing Your order, You will have the opportunity to modify the data You have entered all over the procedure, before finalizing the order (by clicking on browser's Back button the previous page will open, so the entered data can be corrected even if You have already moved on to the next page). Please remember that it is Your responsibility that the data provided by You should be entered correctly, since the product will be invoiced and delivered according to the data provided by You. By placing Your order, You will acknowledge that the Seller shall be entitled to pass any damage or cost incurred by him due to Your incorrect input data to You. The Seller refuses to assume liability for performance based on incorrect data input. We call Your attention to the fact that the e-mail address incorrectly provided or fullness of the data storage behind Your mailbox may give rise to the failure to deliver the confirmation and it may impede the conclusion of the contract.

## **USE OF THE WEBSITE**

Purchase is not subject to registration.

## **ORDERING PROCEDURE**

### **Selection of the Product**

By clicking on the product categories. You can select the required product group and within that the specific products. If You click on any particular product, You will see its photo, item number, description and price. In the case of purchase You are required to pay the price displayed on the website. The products are marked with photos for illustration. The accessories and decoration elements in the photos do not belong to the product unless they are specifically highlighted otherwise in the description. We reserve the right to change the size, structure and material of the products, and the prices are only for the purpose of information. Please be advised that we shall not undertake liability for any possible misspelling or incorrect data.

After selecting the Product, you can add it to your cart by clicking on the "Add to Cart" button – as much product as you want. Add the product to the cart without any obligation to buy or pay  
as placing in the basket does not constitute an offer.

We recommend that you place the product in the cart even if you are not sure about buying that product, because this will make it clear to you see it through that at the moment which products you have selected and you can have them on one screen where you can compare our products. The contents of the Cart - until the "Pay" button is pressed - can be freely modified, products can be removed, new products can be added to the basket as desired, or the desired product number can be changed.

If you add the selected product to the Cart, a separate window will pop up with the text "My Cart". If you do not want to select more products, click on the "Check it out" button! If you want to see the selected product again or you want to add another product to the cart, close the cart window!

### **Finalizing the order (bid)**

If You have ascertained whether the contents of the basket comply with the items You intended to order and the Your data are correct, then You can close the ordering procedure by clicking on the "Order" button. The information displayed on the website by the Seller shall not qualify as an offer to conclude the contract. In respect of the orders falling within the scope of this GTC You will be qualified as a bidder, and the contract will be concluded if the Seller has accepted the bid that You have made through the website.

By pressing the "Order" button You will explicitly acknowledge that Your bid shall be considered as made and Your statement – if confirmed by the Seller hereunder – shall give rise to payment obligation.

### **Processing of the order, conclusion of the contract**

Following the receipt of the bid sent by the Customer the Service Provider shall confirm it without delay via an automatic e-mail to the Customer, which confirmation e-mail shall contain the data provided by You in the course of shopping or the registration (billing and delivery information): ID number and date of the order, list and quantity of the ordered items, price of the products, delivery charge and the payable total amount.

Such confirmation e-mail sent by the Service Provider shall qualify as the acceptance of the bid made by the Customer, which will imply conclusion of a valid contract between the Service Provider and Customer.

The Customer shall be relieved of the obligation arising from the bid if he does not receive the e-mail confirming his/her order from the Service provider without delay but not later than within 48 hours.

## **PAYMENT AND SHIPPING METHODS**

### **Payment:**

We accept bank transfer.

### **Pay by bank transfer**

You can pay for the products via bank transfer within 48 hours. When choosing to pay by bank transfer please use the information below to make a successful



(international) payment. You can conveniently transfer your payments to the bank account below:

**Bank Name:** CIB BANK.

**Bank account name:** Lévai-Litter Éva e.v.

**IBAN:** HU60107012147067676151100005

**SWIFT:** CIBHHUHB

**Currency:** HUF

**In store pick up:**

You can pick up your products in person.

Location: Mybabyhug Brand Store: 7624 Pécs, Édesanyák u. 4.

Opening hours: 9:30-12:00 and 14:00-16:00

You will not have to pay any delivery fees in that case.

**Shipping:**

Delivery will be made via **DPD**.

**Completion date:**

The general deadline for completing the order is a maximum of 30 days calculated from the confirmation of the order.

**Reservation of rights, ownership clause:**

If you have previously ordered a product without taking it from the courier (excluding the case where you exercised your right of withdrawal) or the product comes back to the seller with a “did not seek” tag, the Seller can require the advance payment of costs including the product’s price and the delivery fee.

Seller may withhold delivery of the Product until it is sure that the product’s price has been successfully paid using the electronic payment method

(including the case when the product was paid by bank transfer

and a foreign currency was used to pay the purchase price and conversion, as well as due to bank commissions and costs the Seller does not receive the full amount of the purchase price and shipping fee). If the price of the product has not been fully paid, the Seller may request the buyer to supplement the purchase price.

**Selling abroad:**

Seller does not differentiate between the use of the Website in Hungary within the European Union. Unless otherwise provided in the Terms and Conditions, the Seller shall ensure the delivery / receipt of the ordered products in Hungary.

The provisions of this Terms and Conditions also apply to purchases outside Hungary, according to the provisions of the relevant regulation, a consumer who is a citizen of a Member State or resident in a Member State or an undertaking established in a Member State and purchases or uses goods or services in the

European Union solely for end use. A consumer is a natural person who is acting for purposes which are outside his trade, business, craft or profession. The language of communication and purchase is the Hungarian language, the Seller is not obliged to communicate in the buyer's native language.

Seller cannot be obliged to comply with, or to inform buyer of, non-contractual requirements, such as labeling or industry-specific requirements, relating to the Product in question under the national law of the buyer's Member State.

Unless otherwise provided, the Seller shall apply the Hungarian VAT to all Products.

According to the Terms and Conditions, the buyer may exercise their right of enforcement.

If an electronic payment method is used, the payment will be made in the currency specified by the Seller

Seller may withhold delivery of the Product until it is sure that the product's price has been successfully paid using the electronic payment method

(including the case when the product was paid by bank transfer

and a foreign currency was used to pay the purchase price and conversion, as well as due to bank commissions and costs the Seller does not receive the full amount of the purchase price and shipping fee). If the price of the product has not been fully paid, the Seller may request the buyer to supplement the purchase price.

In order to deliver the Product, the Seller provides the non-Hungarian customers with the transfer options available to Hungarian customers.

The buyer can request the delivery of the Product to Hungary or to the territory of any other European Union Member State according to the Terms and Conditions, and the non-Hungarian buyer may also request this by any of the delivery methods available for Hungarian buyers.

If the buyer can choose to receive the Product in person at the Seller's according to the GTC, then the non-Hungarian buyer can also use this method.

Otherwise, the buyer may request that the Product be delivered abroad at their own expense. Hungarian customers are not entitled to this right.

After the payment of the delivery fee, the Seller fulfills the order. If the Buyer does not pay the delivery fee to the Seller or does not solve their own delivery by the agreed date, the Seller terminates the contract and refunds the prepaid purchase price to the buyer.

## **CONSUMER INFORMATION BASED ON 45/2014. (II. 26.) GOVERNMENT DECREE**

### **INFORMATION ABOUT THE CONSUMER'S RIGHT OF WITHDRAWAL**

Based on the authorization provided in section 9 (3) of Gov. Decree no. 45/2014 (II.26.) this section of the consumer guidelines has been drafted by application of Annex 3 to Gov. Decree no. 45/2014 (II.26.).

### **Implied warranty**

#### **When can the implied warranty right be exercised?**

In the event of defective performance You may enforce Your implied warranty right against the Seller in accordance with the provisions of the Civil Code.

**What are the rights arising out of the implied warranty rights?**

You may, at Your own discretion, enforce the following implied warranty claims:

You may request for repair or replacement, except, if the claim chosen by You is unenforceable or leads to disproportionate additional costs for the Seller compared to other claims. If You have not requested for repair or replacement, or could not request it, then You may apply for a proportionate discount, You may do repairs/have repairs yourself at the expense of the Seller or - as a last resort - withdraw from the contract.

You may change from one implied warranty right to another, however, the costs of this change shall be borne by You unless it was justified or the Seller made it necessary.

**What is the deadline for enforcing Your implied warranty claim?**

You shall report the defect immediately after its detection but not later than within two months after the defect was detected. Please note, however, that You may not enforce Your implied warranty claims after a time limitation of two years from the fulfilment of the contract.

**Against whom can the implied warranty claim be enforced?**

You can enforce Your implied warranty claims against the Seller.

**What are the other conditions for enforcing implied warranty claims?**

The enforcement of implied warranty claims is not subject to any condition other than reporting the defect within six months of fulfilment if You can prove that the product or service was provided by the Seller. However, following the expiry of the 6-month period from fulfilment You have to prove that the defect detected by You existed at the time of fulfilment.

**Product guarantee****When can the product guarantee right be exercised?**

In the case of any tangible movable item (product) You may, at Your own discretion, enforce the implied warranty - or product guarantee right.

**What are the rights arising out of the product guarantee?**

You may only request for the repair or replacement of the defective product as part of Your product guarantee right.

**When is the product considered defective?**

A product is considered defective if it does not meet quality requirements at the time of distribution or does not have the characteristics indicated in the manufacturer's specification.

**What is the deadline for enforcing Your product guarantee claim?**

You can enforce Your product guarantee claim within two years from placement of the product on the market by the manufacturer. Upon the expiration of such time limit such right shall be lost.

**Against whom and under what conditions can You enforce Your product guarantee claim?**

The product guarantee claim can only be enforced against the manufacturer or distributor of the moveable item. When enforcing a product guarantee claim, the defect of the product shall be proven by You.

### **When is the manufacturer (distributor) relieved of the obligation of product guarantee?**

The manufacture (distributor) shall only be exempted from the obligation of product guarantee if he is capable of proving that:

- the product has been manufactured or placed on the market out of the scope of his business activity, or
- the defect could not have been detected at the time of placing on the market according to the state of the science or technology, or
- the defect of the product is due to the application of law or obligatory official specification.

The manufacturer (distributor) has to prove only one sole reason to be relieved of his obligation.

Please note that You cannot enforce both an implied warranty and a product guarantee claim simultaneously for the same defect. In the case of the successful enforcement of Your product guarantee claim the implied warranty on the replaced or repaired product or a part thereof can be enforced against the manufacturer.

### **Commercial guarantee**

#### **When can the right of commercial guarantee be exercised?**

In the case of defective fulfilment the obligor shall undertake commercial guarantee under the contract.

#### **What are the rights and in what time limit can You exercise them on the basis of the commercial guarantee?**

The cases of the obligatory commercial guarantee are specified by Gov. Decree no. 151/2003. (IX. 22.) on compulsory guarantee for certain consumer durables. In respect of the Products beyond such cases the Seller shall refuse to undertake guarantee. If the obligor fails to fulfil his obligations in due time when so requested by the obligee, the guarantee claim may be enforced before the court within three months after the deadline set out in the request even if the guarantee period has already expired. This deadline shall apply with prejudice. The legal provisions on exercising warranty rights shall be duly applied concerning the enforcement of commercial guarantee rights. The guarantee period shall be one year. Such time limit shall apply with prejudice. The guarantee period shall commence on the day when the consumer goods are delivered for the consumer or put in working order by the enterprise or its agent. In relation to guarantee claims beyond the one year, You should contact the manufacturer.

#### **When is the Seller relieved from the obligation of guarantee?**

The Seller shall be exempted from his obligation of guarantee if he is able to prove that the defect occurred after the performance.

Please note that You cannot enforce both an implied warranty- and a commercial guarantee- or product guarantee- and commercial guarantee claim simultaneously for the same defect, however, You shall have the rights arising from commercial guarantee irrespective of the warranty rights.

**Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. You shall bear the costs associated with the returning of goods following withdrawal. If returned articles that show signs of usage or that are damaged, the Seller reserves the right to collect a reasonable fee in return for the decline in value.