

## **General Terms and Conditions (GTC)**

The present General Terms and Conditions (hereinafter referred to as: “GTC”) stipulate the terms of use of the website [www.trimeszter.hu](http://www.trimeszter.hu), which is wholly-owned and operated as a closed online customer club (hereinafter referred to as “Website” or “Trimester Web Shop”) by Baby-Med Professional Company Kft. (registered office: 2000 Szentendre, Vörösgyűrű sétány 14., registration court: Court of Registration of the Municipal Court, registry court: Tribunal of Budapest Region, company registration number: 13-09-156867, tax number: 239435772-13, email: [rendeles@trimeszter.hu](mailto:rendeles@trimeszter.hu)., hereinafter referred to as “Baby-Med”).

Each natural person of age or legal entity or business association without legal entity or any other organisation that registers and open an account/profile on the Website shall be considered to be a User (hereinafter referred to as the “User”). Please read this document carefully before using the website!

## **The subject of the Contract**

The subject of the Contract is the online purchase and sale of all the products (hereinafter referred to as Products) which are on the webpages of the closed online customer club on Baby-Med’s website, [www.trimeszter.hu](http://www.trimeszter.hu).

The features of the Products are presented on the specific websites dedicated to the individual products.

The present GTC shall apply to all e-commerce services provided through Baby-Med’s store in the territory of Hungary. Purchases in the Baby-Med web store shall be governed by Act CVIII of 2001 on certain issues of electronic commerce services and information society services (“Ekrtv.”) and the Government Decree 45/2014 (II.26.) on the detailed rules governing contracts between consumers and companies (Government Degree).

## **The Seller**

The Seller shall be Baby-Med regarding all Products.

## **The steps of concluding a contract electronically**

Only registered Users shall be entitled to buy Products in the web store on the website [www.trimeszter.hu](http://www.trimeszter.hu), operated by Baby-Med. When registering, a registration form shall be completed by giving an existing e-mail, a phone number, the first name and the surname, the gender, the date of birth and a password. Upon registration, an online contract is concluded pursuant to subsection (4) of Section 5 of Ekrtv.

Baby-Med can provide the access required for buying the Products, viewing earlier purchases and modifying submitted data for the User following the registration. By registering on the Website, the user allows Baby-Med to send a general newsletter and weekly newsletters to the User. The User can unsubscribe from the individual newsletters under the Profile heading or through the link at the bottom of the letter.

Baby-Med shall not bear any liability for late delivery or other problems or mistakes arising from incorrect or inaccurate data.

Baby-Med shall not bear any liability for any damages resulting from the User's forgetting his/her password or from the accessibility of the password to any unauthorised person for a reason not attributable to Baby-Med.

Incorrectly recorded data (input errors) can be changed after sign-in, under the heading Customer.

The data of orders in progress (pre-orders) cannot be changed.

Customers can purchase products from the Baby-Med web shop by placing their orders electronically, in accordance with the present General Terms and Conditions, in the manner described below.

Customers can select the characteristics (which Trimester) and the quantity (default number of items: 1 item) of the Products they wish to order. Baby-Med shall be entitled to limit the quantity of Products that can be ordered. Customers can put the selected product into the shopping basket by clicking on "Buy now, into the Basket!". The purchasing process can be continued, changed, cancelled or confirmed by clicking on the buttons indicating the aforementioned functions.

By placing the order, the User makes an offer to buy the Product. Baby-Med shall confirm the order within 24 hours after sending the order at the latest (pre-order). Baby-Med shall confirm the pre-order and accept the Customer's offer by e-mail within 48 hours after the reservation of the product in the warehouse. The contract between the Customer and Baby-Med shall be concluded upon arrival of the declaration on the acceptance of the pre-order made by Baby-Med, which is considered to be an online contract referred to in the present General Terms and Conditions.

During the period of pre-order, the user shall not be bound by his/her offer. The order can be cancelled anytime by sending an e-mail to [rendeles@trimeszter.hu](mailto:rendeles@trimeszter.hu). Orders cannot be partially cancelled. The acceptance of the pre-order by Baby-Med results in offer validity.

The Baby-Med store is not available to distributors. If Baby-Med detects that a User orders commercial quality of the Product in the course of the purchasing process, Baby-Med shall be entitled to cancel the order.

Customers shall be entitled to cancel their order within 12 hours. In this case, the contract shall terminate, the stored personal data of the Customer, including the data the management of which is prescribed by the law, shall be deleted from Baby-Med's system.

## **Purchase price, terms of payment**

The price indicated next to the items is the gross purchase price of the item, inclusive of VAT. The purchase prices indicated next to the Products do not change in the period between the placement of the order and the receipt of the items, therefore the Customer shall pay the price that is indicated on the website at the time of placing the order.

If, despite the most prudent behaviour of Baby-Med, an incorrect price, in particular a manifestly incorrect price, e.g. a price considerably different from the generally accepted market price of the product or service is indicated in the online store or the

price given is HUF 0 or HUF 1 due to an accidental system error, Baby-Med shall not be obliged to sell the Product at the incorrect price.

In this case, Baby-Med shall be entitled to offer to sell the Product at the real price. If the Customer does not accept this offer, he/she shall be entitled to withdraw his/her intention to buy the Product by cancelling the order.

The purchase price can be paid in cash to the courier service if the Customer selects collect on delivery payment. If online payment by bank card is selected, the Customer will be directed to the website of PayU Hungary Kft., where he/she can give the number and the expiry date of his/her bank card securely. Baby-Med shall have no access to the data of the Customer's bank card. Online payments can be made by each bank card type accepted by PayU Hungary Kft. for this purpose. Detailed information on online payment by bank card and the accepted bank cards can be found on the payment interface. Invoicing: our company issues only electronic invoices, i.e. e-invoices, which shall be sent to the Customer's e-mail address submitted upon placing the order. Consequently, no paper invoice shall be attached to the delivered Product.

## **Terms of Delivery**

Delivery time shall no more than 5 days as of the day following the notice of the confirmation of the pre-order, including the weekend, as well. On business days, the delivery time shall be 72 hours, except when Baby-Med notifies the Customer of longer delivery time.

The costs of resending the Products owing to failed delivery attributable to the fault of the User shall always be borne by the Customer.

In the case of cancellation, the User shall bear the risk of damage from the receipt of the Product to the time when Baby-Med takes it back.

## **Terms of implied warranty, product warranty**

Baby-Med assumes product warranty for the Product.

In the case of a product warranty claim, the Customer shall be entitled to request the repair of the defect of the Product, or, if the defect cannot be repaired within an appropriate deadline, the replacement of the Product, provided a replacement product is available. The Product is considered to be defective if it does not comply with the quality requirements effective at the date of its release, or does not have the characteristics indicated in the product specification. In the case of a defect, the Customer shall notify Baby-Med of the defect within 2 (two) days after detecting it, in a manner specified in the present General Terms and Conditions. Annex 1 of the present General Terms and Conditions contains detailed information on implied and product warranty.

## **Right of withdrawal**

Within 2 days after the receipt of the ordered Products, the Customer shall be entitled to withdraw his/her intention to purchase the Products without justification. The Customer's intention to purchase the Products can be withdrawn by sending an e-mail to Baby-Med, to the following e-mail address:

rendeles@trimeszter.hu or a letter to the registered office of our company (notice of withdrawal). The right of withdrawal can only be exercised by consumers. Under the law, business associations (enterprises) are not entitled to exercise it.

By buying the Product, in the case of cancellation, the Customer shall be obliged to send back the Product with its accurate data at its own expense by mail or courier service to the address of Baby- Med Professional Company Kft. (2000 Szentendre, Vörösgyűri sétány 14.) within 14 (fourteen) days after issuing the notice of withdrawal.

Baby-Med does not allow the receipt of the Product in person. In this case, only the costs arising from the return of the goods shall be borne by the Customer. However, the Customer shall reimburse the damages arising from the improper use of the goods.

By accepting the present General Terms and Conditions, you expressly consent to the procedure applied by Baby-Med in the case of withdrawal or cancellation, according to which Baby-Med shall reimburse the whole purchase price paid (including the administration fee of the cash on delivery payment) by bank transfer within 14 (fourteen) days after the receipt of the notice of withdrawal (the arrival or accessibility of the notice of withdrawal to Baby-Med) or within 14 (fourteen) days after the cancellation of the order, following the submission of the Customer's bank account number and the name of the account holder. In the case of withdrawal, Baby-Med withholds the purchase price until the Customer returns the Product or beyond reasonable doubt proves that he/she has returned it. The earlier date shall be taken into account. In the case of partial cancellation, only the purchase price of the Product concerned shall be reimbursed.

Annex 2 of the present General Terms and Conditions contains detailed information on the right of withdrawal and a sample notice of withdrawal.

## **Complaint handling**

Customers can send their consumer complaints related to the activity of Baby-Med and their questions to the following address:

Baby- Med Professional Company Kft. Address: 2000 Szentendre, Vörösgyűri sétány 14. E-mail: [rendeles@trimeszter.hu](mailto:rendeles@trimeszter.hu)

Phone: 06-26-309-126 In order to reach the customer service contact points sign in through the customer service portal or call the mobile number 06-30-219-8777.

The customer service shall react to the consumer complaints and answer the users' questions in writing, in an e-mail sent from a closed customer service system to the given e-mail addresses.

Consumer complaints and the users' questions shall be examined and answered immediately, but by the deadline prescribed by the law on the handling of consumer complaints at the latest.

In order to ensure easier orientation, our company may provide an opportunity for direct communication in the form of online chat - Facebook - Trimester, however, it shall not be considered as information provided to the users or an official customer service contact point.

If a consumer dispute with Baby-Med cannot be settled through negotiations, the Customer shall be entitled to turn to a consumer arbitration board, a court or the Authority for Consumer Protection in order to enforce his/her rights.

In the course of purchasing from Baby-Med's web store, no code of conduct is available.

## **Limitation of liability**

Baby-Med shall not be liable for accidental damages in the following cases:

- For any operational error that disables access Baby-Med's [www.trimeszter.hu](http://www.trimeszter.hu) website and the placement of orders.
- For any kind of failure of the Customer's computer deriving from a hardware or software error or for damages arising from the interruption in the Internet connection.
- For the sake of safe Internet usage, please protect your computer against online viruses and the so-called worms.
- The User shall be solely responsible for hiding his/her password. Baby-Med shall not assume liability for any damages arising from the unauthorised use of the password or the user interface.

## **Data Privacy**

Baby-Med shall keep the obtained data Based confidential, based on the voluntary consent of the data subjects, in accordance with the provisions of the present General Terms and Conditions, and use them only for purposes related to fulfilling the orders and shopping, in order to fulfil its accounting obligations. Our company shall handle the Customers' data in accordance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (Info Act).

Baby-Med shall handle the data of the Customers' profile by the expiry of the registration, data related to invoicing for 8 years pursuant to Section 169 of Act C of 2000 on Accounting in order to fulfil its accounting obligations and by the end of the limitation period specified in Act XCII of 2003 on the Rules of Taxation. Based on the Customer's consent given upon registration or setting the user account, Baby-Med shall be entitled to send information and messages related to the Customer's account and purchases, about changes affecting Baby-Med's store and its services and for the purpose of advertising and promotion to the Customer's phone number or e-mail address. By clicking on the unsubscribe link or writing an e-mail, the Customer can notify our company anytime that he/she would not like to receive such messages in the future. The Customers can unsubscribe from our newsletters in the Contact menu or by sending a letter to the postal address of Baby-Med Professional Company Kft. (2000 Szentendre, Vörösgyűrű sétány 14.) or a message to the e-mail address of our customer service ([rendeles@trimeszter.hu](mailto:rendeles@trimeszter.hu)).

In order to identify and make PayU payments and avoid abuses, the Customer shall accept that some of his/her personal data stored in Baby-Med's user database (user name, surname, first name, country, phone number, e-mail address) will be handed over to PayU Hungary Kft. (1074 Budapest, Rákóczi út 70-72.) as data controller. You can find more information about data management by PayU Hungary Kft. on the website <http://www.payu.hu/adatkezelesi-nyilatkozat,6450.html>

Baby-Med shall entrust DPD Hungaria Kft. (1158 Budapest, Késmárk utca 14.) as data processor with the delivery of the Products so as to fulfil the orders.

The Customer shall be entitled to ask for information about his/her personal data controlled by Baby-Med, the purpose, legal grounds and duration of data management, as well as about whom and why will or have obtained his/her data by sending a message to the e-mail address [arendeles@trimeszter.hu](mailto:arendeles@trimeszter.hu). Baby-Med shall reply to the letter of the Customer in writing, by e-mail within 30 days.

The Customer shall be entitled to have his/her data changed or deleted in accordance with the present General Terms and Conditions. All other requests related to data management shall be sent by e-mail to [arendeles@trimeszter.hu](mailto:arendeles@trimeszter.hu).

In the case of supposed injuria related to his/her personal data, pursuant to the Info Act and the Civil Code (Act V of 2013), the Customer shall have the right to apply to a court or initiate an investigation at the National Agency for Data Protection and the Freedom of Information (president: dr. Attila Péterfalvi, 1024 Budapest, Szilágyi Erzsébet fasor 22/C., [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu), +36-1-3911400, [www.naih.hu](http://www.naih.hu)).

## **Intellectual property right**

Any content that can be found on the website [www.trimeszter.hu](http://www.trimeszter.hu), including the microsites, is in the exclusive ownership of Baby-Med or the given copyright and/or trademark was used with the express consent of the owner. Without the authorisation of Baby-Med, it is strictly forbidden to copy, distribute, transmit, display, link or change the website or any of the microsites. The infringement of these provisions is considered to be the breach of copyright, trademarks or other intellectual property, therefore it may result in the prosecution of the User under the civil or criminal law. Baby-Med Professional Company is the owner of Trimester's brand name and logo. Baby-Med reserves all rights related to the brand name and the logo. All other brand names and logos displayed on Baby-Med's [www.trimeszter.hu](http://www.trimeszter.hu) website are owned by the owners of the brand names and logos concerned, unless indicated otherwise.

Baby-Med shall be entitled to amend the present General Terms and Conditions unilaterally, by informing the Users. The amended provisions shall apply to the orders placed by the User as of the date of the amended provisions' entry into force. Newsletters and the publication of the amended version of the General Terms and Conditions on the website [www.ftrimeszter.hu](http://www.ftrimeszter.hu) are considered as prior information provided to the Users.

Baby- Med Professional Company Kft..  
2000 Szentendre Vörösgyűrű sétány 14.

## **Model instructions on implied warranty, product warranty and warranty**

Annex 1

### 1. Implied warranty

In which case can you exercise the right of implied warranty?

In the case of default on the part of Baby- Med Professional Company Kft., you shall be entitled to enforce implied warranty pursuant to the provisions of the Civil Code.

What rights do you have based on your implied warranty claim?

Upon your choice, you can enforce the following implied warranty claims:

You can ask for repair or replacement except when it is impossible to satisfy your claim or it is disproportionately costly for the enterprise compared to the satisfaction of other claims. If you did not/ were not able to opt for repair or replacement, you shall be entitled to request the proportionate delivery of the consideration or repair or have the defect repaired at the expense of the enterprise. As a last resort, you shall have the right to cancel the Contract.

You shall be entitled to convert from your chosen implied warranty right to another, however, you shall bear the costs of conversion, unless it was reasonable or was made reasonable by the enterprise.

What is the deadline for the enforcement of your implied warranty claim?

You shall notify the company of the defect immediately, but no later than within two days after its detection. At the same time, we would like to draw your attention to the fact that you shall not be entitled to exercise your rights of implied warranty beyond the two-day limitation period after the performance of the Contract.

Who can you enforce your implied warranty claim against?

You can enforce your implied warranty claim against the enterprise. What

other conditions does the enforcement of your rights of implied warranty

have?

Within two days after the performance of the Contract, there shall not be any other conditions of enforcing your implied warranty claim than notifying our company of the defect if you certify that the Product or Service was provided by Baby-Med Professional Company Kft. However, after one month following the performance of the Contract, you shall prove that the defect you detected already existed at the date of performance.

### 2. Product warranty

When can you exercise your right of product warranty?

If the Product is defective, you can either exercise your right specified in point 1 or enforce your product warranty claim.

What rights do you have based on your product warranty claim?

As a product warranty claim you shall be entitled to request only the repair or replacement of the defective Product.

When is a Product regarded as defective?

The Product is considered to be defective if it does not comply with the quality requirements effective at the date of its release, or does not have the characteristics indicated in the product specification provided by the manufacturer.

What is the deadline for the enforcement of your product warranty claim?

You shall be entitled to enforce your product warranty claim within two days after the release of the Product by the manufacturer. Upon expiry of the aforementioned deadline, you shall no longer be entitled to enforce this claim.

Who can you enforce your product warranty claim against? On what conditions?

You shall be entitled to enforce your product warranty claim only against the manufacturer or distributor of moveable goods. In the case of the enforcement of your product warranty claim, you shall prove the defect of the Product.

When shall the manufacturer (distributor) be exempt from its product warranty obligation?

The manufacturer (distributor) shall be exempt from its product warranty obligation only when it can prove that:

- it did not manufacture or distribute the Product in the course of its business activity, or

- the defect was recognizable based on the state of scientific or technical knowledge at the time of the Product's release, or

- the defect of the Product derives from the application of a law or compulsory

administrative rule. In order to receive exemption, the manufacturer (distributor)

shall prove only one reason.

Please note that you shall not be entitled to enforce both an implied warranty claim and a product warranty claim simultaneously, based on the same defect. However, in the case of the successful enforcement of your product warranty claim, you shall be entitled to enforce your implied warranty claim appertaining to the replaced or repaired product against the manufacturer.

### 3. Warranty

When can warranty be enforced?

In the case of default and pursuant to Government Decree 151/2003. (IX. 22.) on the compulsory warranty on certain consumer goods designated for long-term use, Baby-Med Baby- Med Professional Company Kft. shall provide warranty.

What rights do you have and within what deadline based on the warranty?

When shall the enterprise be exempt from its warranty obligation?

The enterprise shall be exempt from its warranty obligation only when it proves that the defect was caused after the performance.

Please note that you shall not be entitled to enforce an implied warranty claim, a product warranty claim and a warranty claim simultaneously, based on the same defect. Otherwise, you shall have the warranty rights irrespective of the rights specified in points 1 and 2.

1.

## **Model instructions on cancellation/termination**

2. Annex No. Right of

withdrawal/termination

You shall be entitled to cancel the contract concluded with Baby-Med without justification within 12 hours.

.

If you wish to exercise your right of withdrawal/termination, you shall send your clear declaration on your intention to cancel/terminate the Contract (e.g. by post, telefax or e-mail) to the following address: 2000 Szentendre, Vörösgyűrű sétány 14., e-mail: [rendeles@trimeszter.hu](mailto:rendeles@trimeszter.hu).

If you send your notice of withdrawal/termination to our company by the end of the aforementioned deadline, you exercise your right of withdrawal/termination within the deadline.

The legal effects of withdrawal/termination

If you cancel this Contract, Baby-Med shall reimburse the whole purchase price paid (excluding the postage fee of the package in the case of withdrawal) by bank transfer within 14 (fourteen) days after the withdrawal (the arrival or accessibility of the notice of withdrawal to Baby-Med), following the submission of the Customer's bank account number and the name of the account holder. In the case of withdrawal, Baby-Med withholds the purchase price until you return the Product or beyond reasonable doubt prove that you have returned it. The earlier date shall be taken into account. In the case of partial cancellation, only the purchase price of the Product concerned shall be reimbursed.

You shall return the Product to our company without any undue delay, but within 14 days after sending your notice of withdrawal at the latest by post or courier service. If you send the Product within the 14-day deadline, you are considered to have met the deadline. The direct costs of returning the Product shall be borne by the Customer.

Sample notice of withdrawal/termination  
(Complete and return only when you intend to cancel/terminate the Contract)

Recipient: Baby- Med Professional Company Kft. 2000 Szentendre, Vörösgyűri sétány 14.

The undersigned declare that I/we exercise my/our right of withdrawal/termination as regards the Contract on the sale of the following Product(s) or the provision of the following service:

..... (product name)

.....(trimester 1,2,3,  
pieces)

..... (bank account  
number)

Date of receipt:

The name of the Consumer(s):

The address and zip code of the

Consumer(s): The phone number of the

Consumer(s):

The bank account number of the Consumer(s):

Signature(s) of the Consumer(s): (only in the case of a written declaration)

.....

Dated: