**Baby –B Quality Product's Ltd.**

**Virtual Store Terms Of Sale**

**Address: P.O. Box: 147 Holon 5810101 Israel**

**Customer Services Tel: +972-72-23-03-134 Fax: +972-77-33-51-264**

**About Baby - B:**

**Dear Valued Customer!**

Whilst drawing up the moral vision of the **Wallabe®** brand, I understood, luckily, right from the start that all our customers should receive the highest quality of products and services.

I have always had a deep respect for our clientele, they have continuously put their faith and belief in the company and myself and that is the secret of my success.

At **Wallabe®** our team of staff constantly strive and invest endless hours in the development and manufacture of products that meet the expectations and correspond to all consumers whilst maintaining and designing products that can be used for a variety of uses and over time.

**Thank you for your custom and trust, and we hope you enjoy using our wide range of products.**

**Ronen Mualem**

**CEO and owner**

**Baby – B Quality Product's Ltd.**

**Introduction and Terms**

1. This website is designated for ongoing orders by business customers and for purchases made by occasional customers. These terms refer to the purchase of goods made by occasional customers in Israel and abroad.

2. Purchases can be made from the age of 18, by persons with a valid email address and home address in Israel who possess a valid credit card and are able to present identification confirming that they are the cardholder. Furthermore anyone may purchase products from the Company's website as long as they are deemed qualified to perform the purchase and / or are a legal incorporated organization and / or registered in Israel or abroad and authorized to carry out the purchase of products offered on the Company's website subject to the below terms and conditions (hereby: The **PurchaserorCustomer**) .

3. The provisions of these terms apply to any use or purchase made via this store.

4. These terms constitute a binding contract between the **Customer**and the Company in all respects.

5. Please read these terms carefully and in its entirety, as a prerequisite for an agreement between the parties.

6. Browsing this online store and / or purchase of a product and / or service offered for sales hereby constitutes the consent of the user / **Purchaser** to accept and act in accordance with the association of these terms; should youdisagree with the provisions of these terms werequest that you refrain from using the site.

Furthermore , any person who engages in purchasing on the company's website essentially states, by virtue of purchase, that they are aware of the Rules of Procedures of this website and the rules applicable on the purchase of products through the Company's website and that they acknowledge these rules, and agree to the purchase activities; and that they and / or anyone on their behalf will have no claim and / or legal argument against the Company and / or its operators and / or their representatives, except for claims related to breach of Company and / or site operators obligations in accordance with these terms.

7. For further information please contact the Company's Customer ServiceCentre please call the above phone above.

**Sales - General:**

1. The online store facilitates the purchase of products at attractive prices and published prices, as recommended by the manufacturer / importer, who own the **Wallabe®** brand in Israel and abroad.

2. For clarity, itshould be noted that the sales price is displayed including VAT as per law.

3. Full details of each product can be found by clicking on the product on the sales page as appearson the site.

4. A prerequisite for approval of purchase by the Company is confirmation from the credit card company that issued the card and by the **Purchaser** clicking on the purchase. Should the Company fail to receiveapproval from the credit card company at the time of purchase;the purchase will not be valid.

5. In order to complete the act of purchase, the **Purchaser** will be required to fill in personal information, including theire-mail addresson the website.

Filling the details is a precondition for the act of purchase; however, the Company may determine additional ways and / or other ways of receiving the **Purchaser's** details.

6. The Company may set the condition for the supply of the product / s to the **Purchaser**by means of the credit card owner signing a credit card slip on delivery of the products, afteridentification via an appropriate ID card and presentation of the credit card.

**Virtual Store Selling Process:**

1. The variety of products offered is at the Company's sole discretion.

2. The Company offers on-site purchase products in quantities, prices and conditions,as it deems necessary, at its sole discretion. The Company reserves the exclusive right to determine the quantity of each product offered for purchase and to limit the quantity of products per buyer.

3. A prerequisite for purchase approval is that the purchased product is in stock. The **Purchaser**shall have no claim and / or legal argument in this regard, subject to that the Company shall notify the **Purchaser**of the lack of stock of the product and return in full any amount paid, if paid, to the Company and / or cancel the charge, if the purchase was performed.

4. Products offered for sale on the Company website, usually come with a guarantee and are sent with a certificate of guarantee from the manufacturer and / or importer and / or the service provider (hereby: **The Guarantor**.(

5. The Company may deliver to the **Purchaser**some or all of the products via a third party. In this case, there may be delays in supplying the product that depend on the third party. The Company shall not be held liable for these delays and the **Purchaser**will not have any claim and / or lawsuit against the Company and / or its representatives in connection with delays in supply.

6. A prerequisite for approval of the purchase is that the Company sends the product to the **Purchaser**'saddress in Israel and / or abroad. The **Purchaser**shall have no claim and / or legal argument concerning this matter and subject to this the Company will inform the **Purchaser**that the purchase cannot be supplied to the stated address, upon which any sum paid (if paid) to the Company , shall be reimbursed and / or cancelled (if made) in respect of purchase.

7. The **Purchaser**may purchase any product on the Company website, without limitation, unless otherwise stated.

8. On making a purchase, the **Purchaser**will be expected to put in their personal details, including their full name,address and type of credit card and number with wish they intend to carry out the purchase. The Company may determine additional and / or other ways of receiving the **Purchaser**'s details either fully or in part. The Company will not be held responsible for any mistakes in details or incorrect information filled out by the **Purchaser**on the website.

9. **Customers** will always be asked to provide identification. Refusal or failure to provide identification according to Company policy will cause in the immediate cancellation of the transaction and the Company is under no obligation to notify.

10. The product will be supplied to the address stated by the purchaser on the website, unless otherwise specified.

11. Details of the purchase and the **Purchaser**'s personal details shall be used for Companypurposes only, and shall not be transferred by the Company, to any other party, except for credit card information given to the credit card company in order to obtain transaction authorization. The **Purchaser** hereby agrees for the Company to keep the given details in the Company's database.

12. Purchasescan only be made via credit card, solely by the cardholder and subject to authorization by the credit card company. The price of each product is advertised next to the product itself in cash or in installments. Unless otherwise specified, the installments will be subject to the credit card company's creditprogram and subject to the interest charge on the purchase date.

13. The Company's databasemanages computerized documentation for each purchase and transaction performed on the Company website, and records shall constitute prima facie evidence concerning the purchase.

14. All the products sold on the Company website come with standard guarantee and services as per similar products.

**Sales Participation;**

1. The information as entered on the registration and recording of transaction on the site's computers will serve as conclusive evidence of the correctness of the transaction.

2. Thesubmission of false information is a criminal offense; those who provide false information are subject to criminal and civil legal proceedings.

3. If the transaction has not been approved by the credit card company, the **Purchaser**will receive an appropriate message and be asked to contact the Company's Customer Service Center for the purpose of regulating the approval of the transaction with the credit card company. In such event, the delivery date will be according to the number of days stated after having received authorization of the transaction from the credit card company.

4. Should the **Customer** fail to regulate the approval of the transaction within 7 days of receipt of notification of non-approval of the transaction by the credit card company, the site and / or Company shall class the purchase as void.

5. The Company will provide information on the siteregarding the product and / or service, price, warranty, delivery time and so forth. The Company website shall be accessible from the virtual store showing further details that do not appear in the virtual store.

6. For further information and inquiries, please contact the Company directly by phone and / or e-mail that appear in the virtual store in the appropriate place.

**Cancellation of transaction:**

1. As a rule, the client may cancel the transaction subject to the Consumer Protection Act 1981 (hereby: **The Law**). Purchase of a product may be cancelled, unless otherwise specified on the product details 14days after the purchase. The product must be returned in its original packaging and the cancellation will be authorized only after having received notice from the **Purchaser** in writing and / or by fax and / or by e-mail.

2. **In case of transaction cancellation the customer will be charged 5%, but no more than 100 shekels / 25$ / 20€ in accordance with the Provisions of the Law:**

3. If the product has been supplied to the **Customer**, it is mandatory for the **Customers** to return the product to the Company warehouse, at their own expense. It is agreed that the **Customer** return the product in its original packaging, complete and without any damage and / or defect of any kind whatsoever.

4. The Parties agree that the **Customer** will be charged the full payment for postage, even if the product is yet to be received, and in the case that the product has been sent \ shipped.

5. The store may cancel a transaction in its entirety or in part in the following cases:

5.1 Any clerical errors were made, whether the price of the product or whether the product description.

5.2 If a communication error has occurred and / or technical issue that prevented site browsers to use the site correctly and fully.

5.3 In the event of force majeure as defined by law, inter alia act of war, hostilities, terrorism and / or anything else that would prevent the continued implementation of a full and proper sale.

5.4 **Customers** will receive notification of sale cancellation via telephone and / or e-mail to the address specified on the registration and order page.

5.5 Cancellation will not be authorized for goods produced specifically for the **Purchaser**or for products adapted to meet customer requirements with company logosengraved or embroidered on the goods.

Please note 50% of the order will be paid on ordering the goods and an additional 50% with the first request for the supply of goods ordered as per customer demand.

**To clarify that in the matter of such transactions, the terms will be agreed upon with the customer on receiving the quote and returning it signed by them.**

Furthermore, in the event of any cancellation, if the value of the product decreasesdue to a significant deterioration in the product, the Company is entitled to claim the damages from the purchaser.

**Cancellation of the transaction, not according to these conditions, will not be valid and classed as void and the Company may act by any right or remedy at its disposal due to the breach of obligations on the part of the customer / purchaser**.

**Additional conditions:**

1. The Company reserves the right to change these policies, add to them and / or remove provisions.

2. Any purchase will be subject to the terms and conditions valid at the time of transaction and as published on the Company website.

3. All prices published on the website include VAT for sales to final **Customers** excluding wholesale **Customers**, in which VAT will be added according to the law.

4. The prices do not include delivery \ shipping. (Please see further details in the delivery \ shipping section).

5. The product images presented on the Company website are for illustrative purposes only and are not binding, but high quality studio photographs of the original product identity ratio of 1: 1.

6. If factors and / or events that are not controlled by the Company, delay and / or prevent the sale of products or part thereof, and / or affect the delivery\ shipping time of products to **Purchasers**, and / or affect the prices of products and / or in case of changes in tax rates and / or charges applicable to the products involved in the transaction from the date of purchase and up to the scheduled delivery date, the Company is entitled to cancel the purchase transaction.

7. If a mistake is found in the product description, price, payment terms as advertised, picture or any other material relating to the product or any register information provided by the **Purchaser**, the Company might cancel the purchase transaction at any time and up to delivery of the product to the purchaser.

8. In the case that the Company cannot, within its regular means, y supply products to the **Purchaser's**place of residence and / or is unable to ensure that service providers supply products services in proximity of the **Purchaser's** residence, the Company may cancel the purchase transaction at any time up to delivery of the product to the purchaser.

9. Should the transaction be canceled in accordance to the above, the Company will repay the **Purchaser** the full amount paid, if paid, and / or cancel the credit card charge, and the **Purchaser** shall not be entitled to any compensation for the cancellation of the transaction.

10. Each product is supplied via delivery, and cannot be collected independently from theCompany's verified warehouses without a special permit authorized and agreed in advance.

11. In any dispute concerning a transaction, the authorities in the proximity of the Company shall be assigned by the Tel Aviv Court with exclusive jurisdiction.

Any notice to the **Purchaser** shall be sent to their address and / or according to details that were registered to the database during the purchase. Such notice mailed will be assumed to reach the **Purchaser** within 7 business days from the date sent.

**Delivery and Shipping :**

1. The product will be sent to the **Customer** within the time specified at the time of purchase to the address provided by the **Customer**. The time shall be calculated from the date of payment as specified by the credit card company and a legal invoice issued.

2. The Company shall supply the product or service purchased on-site at the address as stated on the purchase / registration page within the time specified in the sale of the product, unless stated otherwise.

3. The Company will work to supply the product and / or service in accordance with the terms of supply as specified on the sales page and subject to full payment by credit card.

4. **The Company shall not be responsible for delay in delivering the product in the following cases:**

4.1 Force majeure, without limiting the foregoing, war, hostilities, emergencies and natural disasters.

4.2 Strike actions taken by service providers or suppliers of goods needed to produce and / or transportgoods

4.3 Deliveries made viacourier and to areas where courier company services are provided. In addition, the Company will not be responsible for any delay for reasons other than the Company's control, including those caused by messengers or any other courier company, whichwere chosen to make the delivery.

5. The Company will supply products in **Israel** within 14 business days via a professional courier service who will make a one-time delivery to the **Customer's** address as provided by the **Customer**; priority will be given to the address where there is a recipient during the day between 08:00 – 17:00 (Business Distribution Service).

It is clarified and agreed that if the first attempt does not succeed, the **Customer** willand at his own expense, make his way to the distribution center located near his place of residence, provided as the delivery address to receive the product.

(Our company is able to coordinate the receipt of the mail at the distribution center in the case that the initial distribution attempt was unsuccessful.)

**Sunday to Thursday: 08:00 – 18:00.**

**Friday: 08:00 – 12:00 only.**

6. The Company will supply the product abroad within 35 business days by courier service such as: EMS or DHL, and / or another international forwarding company, all at the sole discretion of the Company.

**Delivery and Shipping Fees:**

1. In respect of each order carried on the company website, delivery fees will be charged separately in accordance to the shipping company's rates and courier deliveries divided by region in the country.

(Delivery charges vary from region to region and can be viewed and / or requested) .

2. Delivery charges may vary in certain products according to the product size, weight or volume and shall be specified to the customer when verifying purchase over the phone.

3. The **Purchaser**will be entitled to collect the product directly from the Company after having arranged payment and coordination in advance with the Company regarding the location and date of collection.

**4. Overseas Shipping.**

 For overseas shipping fees, please contact the Customer Services Centre in order to receive relevant shipping prices according to the country the products will be shipped to.

Please note that overseas shipping rates differ as per country \ continent and are according to international shipping rates and \ or taxes.

**Customer Service:**

1. The Company's representatives will be happy to answer any questions regarding the process of purchase, accessing and using the website in order to provide a pleasantsimple and speedy purchasing experience. .
2. Any query or inquiry about products displayed on the site, including product specifications, operation information guarantee and so forth, please contact the Company representatives.

3. For details and inquiries regarding the operation of the site and its activities, please contact the Company:

 Tel: + **972**-**72-23-03-134** or Fax: **+ 972-77**-**33-51-264**

 Email – keren@wallabe.net**– please include your phone number in the e-mail**.

4. **For queries and inquiries regarding the operation of the website, please contact the Company representatives who are available from Sunday to Thursday (excluding Fridays, Saturdays, holiday eves or holidays) between the hours 10:00 – 15:00.**

Inquiries that are not dealt with on the same day will be forwarded to the next day and the Company is committed to providing status of treatment by email.

**Information of Site Security and Privacy**:

1. Until decided otherwise, the company will not charge the **Customer's** credit card at time of order. Charges will be made only at the time of telephone order verification with a company representative by the **Customer**as per the **Customer's** need for information for security reasons.
2. We take all the necessary precautions acceptable in order to maintain, information confidentiality.

Since there is no input of financial information, there is currently no transfer of financial data.

Should the store receive a **Customer's** personal financial information, the transaction will be executed by SSL technological encryption.

1. Any transfer of a credit card number is subject to site encryptionstandard.

In cases beyond its control and / or resulting from force majeure the site will not be liable for any damages of any kind, directly or indirectly caused to the **Customer** or anyone acting on their behalf if this information is lost or reaches hostile entity and / or is used improperly.

1. The site commits not to make use of**Customer** information listed in the database but only for the purposes of site operations, and to enable the purchase.
2. Use of the virtual store site, for other purposes for which it is intended, including the insertion of codes and viruses is a violation of law and will be punishable to the full extent of the law.
3. The site's management reserves the right to periodically change the terms at its sole discretion. It is clarified that there will be no such change during a sale process.
4. The **Customer** shall be solely responsible for the maintenance and service required for the purchased product via the website, unless otherwise noted.
5. The site and / or Company that operates the site and virtual store have sole rights to all icons , information and / or displays on the website, including graphics, design, verbal presentations, trademarks, logos, including editing and displaying them on the site .
6. It is prohibited to copy, reproduce, distribute, publish or otherwise use the content that appears on the site unless prior written consent is received.
7. The sites database records concerning transactions carried out via the website shall constitute prima facie evidence of the correctness of operations.
8. Any mistake in the description of the product, shall not bind the site and / or the Company.
9. The site is aware of the sensitivity of implementation involving the use of a virtual website, and therefore takes great care and skill in administering control. There is a complete record of every sale made on the site.

**Product Guarantee;**

The purchased product is the responsibility of the Company:

**Baby - B Quality Products Ltd. owner of the Wallabe® brand.**

For the period listed on the packing slip and as per the start date of invoice according to the following conditions:

1. The Company undertakes to repair / replace a defective product or any part at its sole discretion.
2. Repair of productswill be carried out at the Company's warehouse only.
3. Guarantees will be issued by Company offices only and on presentation of the purchase invoice and leaving the item for repair if required.
4. Under no circumstance guarantee will be given for torn material.

**Under the following circumstances, the guarantee is void:**

1. Fault and / or defect of the product caused force majeure or broken for any reason.
2. Corruption and / or defect caused willfully or used in violation of the use of the label attached to the product.
3. The guarantee does not cover damage resulting from the use of corrosive, acid or alkaline-based materials and the like, as well as direct damage of wear and tear and / or rust.
4. Notwithstanding the above, the guarantee will not apply in case of damage resulting from breakage, ripped fabric, negligence, neglect, fall or any accident whatsoever, including natural disasters and force majeure
5. It is hereby clarified that except Company guarantee, according to the guarantee certificate, the Company shall not be responsible for any damage made by the **Customer** and / or related to any defect and / or fault and / or malfunction of the product.
6. Guarantee is valid from the date if the invoice issue and the length of guarantee is stated on the invoice.
7. **Baby- B Quality Products Ltd.** takes great effort in providing credible, professional and appropriate products toour customers, in both leaflets and brochures attached to the branded products and the information found in the brand's website. For these purposes, our Customer Service Representatives receive regular skilled and professional training and instruction in order to improve their knowledge and quality of service.
8. Dear valued customer, should you encounterany misinformation, the **Wallabe®** team is ready to assist you. Please call +972-72-23-03-134 and we will take immediate action to correct the mistake. E&OE