



GENERAL CONDITIONS – DISTANCE CONTRACT

1. General provisions

- 1.1 SLAAPADVIES BV is a private company under Belgian law, with registered office in 9052 Ghent (BE), Nederzwijsnaarde 2 PB 28, registered under company number 0891.010.128 (trade register of Ghent, division of the city of Ghent).
Email: info@easysleep.be
Phone: (+32) 9 258 24 00
- 1.2 These general conditions apply to all agreements between SLAAPADVIES BV and third parties (hereinafter: "Buyer") through the SLAAPADVIES BV websites (www.easysleep.be, www.easysleep.shop and www.easysleep.fr), as well as to any distance contract that is closed between you and SLAAPADVIES BV.
- 1.3 Deviations from the present general conditions must explicitly be confirmed in writing by SLAAPADVIES BV.

2. Distance contract

- 2.1
 - a. All price indications, specifications, pictures and/or other indications of articles and/or services are accurately mentioned on the website by SLAAPADVIES BV. However, SLAAPADVIES BV cannot be held liable for the accuracy thereof. SLAAPADVIES BV is not bound to orders placed on the basis of website information that appears to be incorrect.
 - b. Particular references on the website might refer to sources of information offered and maintained by thirds. SLAAPADVIES BV is not in control of that, and can, therefore, not be held liable for the information provided by a third party.
- 2.2 Agreements enter into force once SLAAPADVIES BV has confirmed the placed order. This should be as soon as possible after receiving the e-form with the order, sent by the Buyer in accordance with the order procedure as mentioned on the website. By placing the order, the Buyer agrees with the payment obligation. By sending the order form, the Buyer acknowledges to have read and accepted these general conditions.
- 2.3 The language of any agreement between SLAAPADVIES BV and the customer shall be Dutch.
- 2.4 Order procedure: we take the following technical steps to enter into a distance contract with the Buyer:
 - The Buyer sees a detailed example of the product chosen by him/her;
 - If applicable, the Buyer can choose the dimensions and colour of the product;
 - Next, the Buyer hits the "ORDER" button to put the product in the shopping cart;
 - The Buyer can click "CONTINUE SHOPPING" if (s)he wishes to purchase more products;
 - In the shopping chart screen, (s)he can click "ORDER" again;
 - "New" buyers do not need to create an account but personal data is required upon ordering;
 - The Buyer can indicate the payment manner (s)he prefers;
 - The Buyer sees an order overview of his/her purchased products;
 - The Buyer proceeds to ordering and acknowledges his/her payment obligation by hitting the "PAY" button;
 - SLAAPADVIES BV confirms the purchase by sending an order confirmation by email.

3. Prices

- 3.1 The prices on the website are exclusively for delivery of products purchased on the website. The prices mentioned on the website as well as the total of your shopping chart are including VAT. Free delivery is without assembly, unless stated differently. Reserved any price modification, writing and/or printing errors. Therefore, we maintain the right to refuse the sale without being obliged to give a reason or to pay for a compensation.
- 3.2 In some cases we have promotional prices. Promotional prices are only valid in a certain period, or as long as supplies last. These prices cannot be claimed during or after said period. The promotions or price indications on this website must be considered as an invitation to potential customers to make an offer. They do not bind SLAAPADVIES BV in any way, unless the quotation itself explicitly and unambiguously sets the contrary in writing.
- 3.3 If, at the request of the Buyer, the delivery term, place and/or conditions is/have been changed, or if the Buyer has provided wrong information to SLAAPADVIES BV, the latter shall be entitled to charge the Buyer with the additional expenses.
If, before the delivery date, the VAT is modified, the full price shall be adjusted accordingly.

4. Shipment

- 4.1 All shipment terms mentioned on the website, in promotions, confirmations and/or agreements are indicative and not binding, but will be considered as much as possible.
- 4.2 Delivery of the products must be within 30 days after the online order, unless the customer accepted a different delivery term. When the announced delivery term is exceeded, SLAAPADVIES BV shall inform the customer thereof, and the customer shall be entitled to cancel his/her order free of charge, and to get a refund.
- 4.3 In case the products ordered by the Buyer are not in stock, and are not expected to be on the short term, SLAAPADVIES BV shall inform the Buyer thereof. If possible, SLAAPADVIES BV will send the Buyer alternative products with at least the same price and quality.
- 4.4 The shopping chart also shows the Buyer an estimated delivery term for each separate product. The full order will only be sent when all products are ready for shipment. An exception can be made at the explicit request of the Buyer.

5. Delivery

- 5.1 The Buyer is asked to verify his/her address mentioned in the confirmation email. The Buyer is obliged to inform SLAAPADVIES BV of any inaccuracy, at the latest within 3 working days before the agreed delivery date. Any costs resulting from incorrect address data on the delivery form, will be charged to the Buyer.
- 5.2 Deliveries are in Flanders, Belgium, only. Unless it regards a small package that can be sent by a courier service: maximum weight of 20 kg and max. dimensions of 100x50x50 cm (LxWxH). SLAAPADVIES BV shall decide on the delivery to the Buyer. If we choose to do so by an external conveyor, they will take the products right to your front door.
- 5.3 SLAAPADVIES BV delivers orders on the delivery date agreed upon with the Buyer, at the address given by the Buyer. If no specific place of delivery was agreed upon, the delivery shall be at the Buyer's address. Small products such as duvets, pillows, fitted sheets and flannels, etc. will be delivered at the Buyer's address by a parcel service.
- 5.4 If the Buyer is not at the give delivery address at the agreed time of delivery, SLAAPADVIES is entitled to charge the Buyer with the expenses made for following delivery. In case the Buyer is not at home when the parcel service arrives, a next attempt is on the following day, free of charge.
- 5.5 The Buyer must guarantee that the entrance/passageway of his/her house is free of obstacles, to avoid damage to the products and/or the Buyer's property. Also walls and wall lighting fixtures should be taken care of, so the assigned delivery people can easily bring the products to the designated place, and assemble them, if required. Besides, the Buyer must check if there is enough space to bring in the products in a responsible way so the safety of our people is not at risk at any time.
- 5.6 By signing the delivery form, the Buyer agrees with a correct and full delivery. If the products are to be delivered by a parcel service, the Buyer will sign the parcel service's consignment note for reception of his/her order.
- 5.7 The Buyer bears all risks on the sold products from the moment when the products are delivered or collected.
- 5.8 When the payment is not done at the moment of delivery or collection, SLAAPADVIES BV can chose not to deliver. In case and insofar SLAAPADVIES BV decides not to deliver, the Buyer shall need to pay SLAAPADVIES BV the shipment costs and a set price of 49 euro per day, or per part of a day, until delivery. These costs shall compensate for the costs made by SLAAPADVIES BV for storage of the product(s).
- 5.9 When the Buyer refuses to immediately accept the correct and undamaged products presented to him, any resulting freight costs, storage costs, etc. shall be to the account of the Buyer.
- 5.10 The products are considered to be accepted by the Buyer on the day of delivery, except in case of a clear and detailed complaint sent to the registered office of SLAAPADVIES BV by registered mail within 7 working day: Nederzwijsnaarde 2 - 9052 Zwijnaarde (BE). The Buyer is not allowed to use such complaint to postpone or suspend the payment of invoices. If a complaint, after a visit to the Buyer's home, after a careful examination and possible consultation with the supplier seems to be unfounded, SLAAPADVIES BV is entitled to charge the Buyer with 70 euro per invoice.
- 5.11 Small deviations of quality, quantity, width, colour, size, finishing, etc. that can be expected in commercial trade or cannot be avoided at technical level, cannot be used to file a complaint, nor can colour deviations from materials and website pictures. If the Buyer him/herself assembles the products supplied by SLAAPADVIES BV, the Buyer must check if the product is in a good condition BEFORE assembling it. After assembly by the Buyer, any claim for visible defects shall be considered to be ungrounded.
- 5.12 Warranty stipulations are only valid when the supplied good or executed work are used in accordance with their intended use. Incompetent use of, or insufficient care fort he supplied products, shall exclude any complaint, and makes all warranties and other guarantees null and void. Discolouration of wood, plastic, textile or fibrous materials that is technically not avoidable, or is generally accepted according to commercial practice, nor subordinate deviation of any other type, can give the Buyer the right to substitution, repair or compensation.

6. Payment

- 6.1 Payment by the Buyer is done in advance by the internet payment module Mollie. Payments through bank transfer are also done through this payment module. In exceptional cases the purchase amount can be paid upon delivery by debit or cash, however only with the explicit approval of SLAAPADVIES BV. We only accept cash payment when the full value of the orders per address is under 2,999 euro. SLAAPADVIES BV cannot be held liable for errors in the execution of the payment order.
- 6.2 When the internet order, or the order by phone or email, has been confirmed by SLAAPADVIES BV, we proceed

to the shipment of the products you ordered.

- 6.3 In case of non-payment or late payment default interest shall be legally due without notice of default. If you are an individual customer, SLAAPADVIES BV applies the legal interest rate. If you are representing a company, SLAAPADVIES BV applies the interest rate as provided in the act of 2 August 2002 on the control of payment delay in commercial transactions. Moreover, the Buyer is legally obliged to pay a set compensation of 10% for each unpaid invoice amount, also without notice of default, and with a minimum of 25 euro, without prejudice to the right of SLAAPADVIES BV to proof further damage and disadvantages. If you are an individual customer, the same default interests and indemnification compensation are applicable upon late refund/payment by SLAAPADVIES BV.
- 6.4 In case of late payment by the Buyer, SLAAPADVIES BV is legally and without compensation obligation set free of its obligation to fulfil the agreement and to deliver the products purchased by the Buyer.
- 6.5 The property of the articles already supplied by SLAAPADVIES BV to the Buyer before reception of the payment, shall only pass onto the Buyer if the Buyer has already paid all sums to SLAAPADVIES BV resulting from the sales agreement with SLAAPADVIES BV. The risk of the already supplied articles shall only pass onto the Buyer at the moment of delivery, also in case of modification or incorporation in other products. Until full settlement of the price, the Buyer is not entitled to sell the products to third parties, nor to pledge them.
- 6.6 If you choose to pay upon delivery, we maintain the right to ask for a 30% advance payment.

7. Warranties (only for individual customers)

- 7.1 SLAAPADVIES BV guarantees that the products supplied by SLAAPADVIES BV meet the requirements of usability, reliability and life as they can be reasonably expected by the parties in this sales agreement. If the product purchased by the Buyer has visible defects upon delivery, please communicate this in accordance with article 7.4 of the current general provisions.
- 7.2 All the products from SLAAPADVIES BV range are supplied with a manufacturer warranty in accordance with the warranty stipulations of the manufacturers concerned; see 7.5. If you wish to claim this warranty, we recommend you to send a written application to SLAAPADVIES BV. Please add your order form and pictures. The warranty is exclusively valid under normal conditions of use. The warranty is only applicable for manufacturing defects. The warranty is degressive and only eligible for a full guarantee on manufacturing defects during the first 2 years.
- 7.3 There is no warranty in the following cases:
- a. Normal wear and tear.
 - b. If no proof of purchase can be submitted.
 - c. In case of incompetent use.
 - d. In case of intentional damaging or gross negligence.
 - e. In case of contingencies caused by external influences (e.g. lighting impact, power failure, natural disasters, etc.).
 - f. In case the defect results from repair or other activities by thirds, without prior approval of SLAAPADVIES BV.
 - g. A wrong treatment or false use of the mattress or base frame. In case a slatted base is used, the space between the slats can only be 2.5 cm, and it must be in a perfect condition. A mesh base cannot show any signs of metal fatigue caused by age. A box spring cannot show any signs of sagging.
 - h. Wear and discolouration of upholstery covers and yarns.
 - i. All deformations caused by wrong treatment or use, intentional damaging, abnormal signs of humidity or heat, mould and other marks of contamination such as urine, blood, etc.
 - j. To lengthen your mattress' life, we recommend you to observe the following advice:
 - Turn your mattress around – also upside down – on a regular basis (at least once a month).
 - Mattresses with a summer/winter side and visco foam should only be turned upside down.
 - Make sure there is sufficient ventilation.
 - Always put the mattress on a new support surface.
 - Make sure to regularly vent, but do not expose the mattress to direct sunlight.
 - Protect your mattress using a mattress cover.
 - Regularly vent or wash the mattress cover.
 - For mattresses with a removable cover (with a zip): maintenance in accordance with the attached label.
 - To improve the manufacturing process, the cover is only lightly attached to the core. Upon the first removal, you have to gently tear away the cover from the core; this does not affect the quality of your mattress.
 - k. Tolerances
The indicated dimensions are indicative. The agreed actual production dimensions can deviate from these, both in length and width.
Mattresses: length: ca. 2 cm and width: ca. 1 cm
 - l. When the warranty label is removed, any warranty shall become null and void.
 - m. After some time, the mattress can lose up to 15% in height or 20% stiffness. The stitching materials in the mattress upholstery can be permanently compressed up to 65% of their initial thickness. Obviously, those normal evolutions are not covered by the warranty. For visible defects stated upon reception of your mattress or base, there shall be no warranty if they are communicated beyond the term provided in article 7.4.
 - n. Wear and discoloration of upholstery covers and yarn shall not be covered by any warranty.
 - o. The individual sense of lying comfort is not covered by the manufacturer warranty.

- 7.4 The Buyer is obliged to verify – with adequate urgency after the delivery of the delivered products – whether or not SLAAPADVIJES BV has properly met its obligations under the agreement, and is also obliged to immediately, or at the latest within two (2) months after determination, inform SLAAPADVIJES BV in writing of any defects that were found. If this is not done, SLAAPADVIJES BV shall be esteemed to have fulfilled its obligations under the contract.
- 7.5 SLAAPADVIJES BV grants you the following warranty against hidden defects that exist at the moment of the purchase: the legal warranty term is 2 years. This warranty enters into force upon delivery.
- 7.6 During the first weeks of use, a slight sagging can be stated. This is the normal setting of the cover materials. This is absolutely normal. Just shake the mattress gently. Products must be checked on shipping damage immediately upon delivery; reception of the shipment is considered as approval.
8. Revocation (only for individual customers)
- 8.1 From the order date till and including 14 working days after reception of the product, you have the right to withdraw from this contract without stating any reason to do so. This term cannot be confused with a trial period. All revocations must be addressed to SLAAPADVIJES BV, preferably in writing. Find the form here: <https://economie.fgov.be/sites/default/files/Files/Forms/Formulier-herroeping.pdf>.
In case of revocation, you have to mention your full name, phone number and order number. The product must immediately and responsibly (= with the least possible risk of damage) be returned to SLAAPADVIJES BV.
- 8.2 When you withdraw from the contract, all payments you made until that moment, including delivery expenses (excluding any additional expenses resulting from your choice to have the products delivered in another way than our cheapest standard delivery option) will be refunded at once and in any case within 14 days after we have been informed about your decision to withdraw from the contract. The refund will be done in the same way as you made the original transaction, unless explicitly agreed upon differently; in any case you will not be charged for such refund.
You have to return or hand over the products immediately, and not later than 14 days after the day on which you decided to withdraw from the contract. You are in due course when you return the products before the 14 day's term is expired.
The immediate costs for the return of the products are at your expense. If the products cannot be sent by common mail, they can be collected by the delivery service of SLAAPADVIJES BV. In that case, the immediate costs for the return of the products shall be at your expense. Estimated cost of max. 149 euro (incl. VAT).
You are only liable for the value depreciation of the products caused by the use of the products, that goes beyond the necessity to identify the nature, the characteristics and the functioning of the products (not exhaustive: the returned products are not complete, or not in the original state, the products are used, dirty or damaged, etc.).

9. Force majeure / Non-attributable shortcoming

- 9.1 If before or during the execution of the agreement it should appear that (further) implementation of the contract is not possible for SLAAPADVIJES BV due to force majeure, SLAAPADVIJES BV is entitled to, without being held to any compensation, suspend the execution of the contract, or even to terminate the contract.
- 9.2 Force majeure includes any circumstance outside the control of SLAAPADVIJES BV, through which the normal implementation of the contract is hindered, such as weather conditions, but it also includes strikes, wars, wilful damage, fire and water damage, machine breakdown, industrial disturbance, energy failure, hindering or delay of material transport or of deliveries, absence of permits issued by the government, government intervention as well as the consequences thereof, disturbances in a (telecommunication) network or connection or used communication systems, and/or the temporary inaccessibility to the website. Also considered as force majeure is the absence of, or the late fulfilment of the obligations by the suppliers of SLAAPADVIJES BV, and in general all other events outside the control of SLAAPADVIJES BV.

10. Privacy Statement

- 10.1 The SLAAPADVIJES BV privacy statement applies to the processing of personal data. The Buyer declares to have been informed of this statement, and to accept its application. The SLAAPADVIJES privacy declaration can at any time be consulted on www.easysleep.be, and is available at the registered office of SLAAPADVIJES BV.
- 10.2 Cookies are small pieces of information that are saved on your computer by your browser. SLAAPADVIJES BV uses cookies to recognize you upon your next visit. Cookies allow us to collect information on the use of our services, and to improve and adapt them to our visitors' wishes. Our cookies give information on person identification. You can alter the settings to ensure your browsers does not accept cookies while shopping at SLAAPADVIJES BV. Further information on our cookie policy can be found on our website: www.easysleep.be/cookies.

11. Complaints and Repair

- 11.1 SLAAPADVIJES BV aims to the full satisfaction of its customers. If nevertheless, something went wrong, or a product does not meet your expectations, please inform us of your complaint. By phone: +32 9 258 24 00 or by email: info@easysleep.be. Or contact us by common mail: SLAAPADVIJES BV, Nederzwijsnaarde 2, PB 28, 9052 Zwijnaarde (BE). If the Buyer wishes to have the broken product repaired after using it, SLAAPADVIJES BV will determine on the method, if applicable.
- 11.2 Requests to have damaged products repaired, the Buyer has to contact SLAAPADVIJES BV. Our assembly

team or service department will send someone over to repair the product. However, it is also possible that the SLAAPADVIES BV delivery service picks up the damaged product(s), to have it/them repaired.

- 11.3 The repair or replacement of a product during the warranty term, and the return of the product is to the account of SLAAPADVIES BV.
- 11.4 A complaint about the online shop can also be filed with BeCommerce, since we subscribe to the principles of the BeCommerce code of conduct. Such complaints can be filed through the following link: [...]. In extreme cases, you can appeal to the BeCommerce arbitration committee.
- 11.5 SLAAPADVIES BV only offers products it purchases from original manufacturers and their wholesalers. In case of doubt on the authenticity of products, consumers can consult <https://www.eccbелgie.be> to find more information. In the event of suspicion of counterfeiting, consumers can file a complaint through the hotline <https://meldpunt.belgie.be/meldpunt>.

12 Liability

- 12.1 SLAAPADVIES BV can never be held liable for direct or indirect damage, industrial or stagnation damage, including delay of delivery of products and/or of execution of work, caused by defect of the delivered products and/or work performed by SLAAPADVIES BV, save intentional act and/or gross negligence by SLAAPADVIES BV.
- 12.2 With respect to professional customers, SLAAPADVIES BV will never be bound to any compensation of any kind and for whatever reason, higher than the full amount of the transaction between SLAAPADVIES BV and the professional customer.
- 12.3 If and insofar SLAAPADVIES BV cannot claim exoneration, it is only bound to damage compensation up to the amount covered by its liability insurance.
- 12.4 Any damage suffered by you, must be communicated by registered mail to our registered office: Nederzwijsnaarde 2, PB 28 in 9052 Zwijnaarde (BE) within a term of 3 working days after the damage was done.

13. Disputes

- 13.1 We would like to inform you of the existence of the Online Dispute Resolution (ODR) platform and the option to use this platform for the settlement of disputes arising from e-commerce: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>
- 13.2 The Belgian law shall be exclusively applicable. All disputes fall under the sole jurisdiction of the courts of the legal district of East Flanders (BE), Ghent division.

14. Final provision

If any provision of the current general conditions is null or annulled, the remaining provisions of the current general conditions will remain in full force, and SLAAPADVIES BV and the Buyer will negotiate in order to agree upon new provisions to replace the null or annulled provisions, whereby those approach the objective and the content of the null or annulled provision as closely as possible.