

## General Terms & Conditions

### 1. General provisions

#### 1.1

These are the general terms and conditions of Slaapadvies BVBA

These general terms and conditions are also included in the confirmation of your order, and you must approve them when you place the order at the webshop.

#### 1.2

Slaapadvies BVBA is registered in the register of legal entities in Ghent, department Ghent under number 0891.010.128. The buyer can order bedroom articles via the website.

Identity of the company:

Slaapadvies BVBA, Nederzwijsnaarde 2, 9052 Zwijnaarde, kbo no. 0891.010.128,  
email:info@slaapadviesbvba.be, phone number: +32 09 258 24 00

#### 1.3

These general terms and conditions apply to all agreements made between Slaapadvies BVBA and third parties (hereafter: 'buyer') via the website of Slaapadvies BVBA and to every remote contract that is subsequently concluded between you and Slaapadvies BVBA. Belgian law applies to their conclusion and the implementation. By placing your order, you indicate to agree to these terms and conditions. Any disputes regarding our contractual relations with the buyer fall under the exclusive jurisdiction of the courts and tribunals of the judicial district of East Flanders, department Ghent and the justice of the peace of the 4 cantons of Ghent.

### 2. Purchase agreement

#### 2.1

a. All statements of prices, specifications, photos and/or other indications of articles and/or services are carefully displayed on the website by Slaapadvies BVBA. However, the VBN cannot guarantee the accuracy, completeness and timeliness of the information. Slaapadvies BVBA is not bound to orders placed based on incorrect information on the website.

b. Certain references on the website may refer to information sources offered and maintained by third parties. Slaapadvies BVBA has no control over this and accepts no liability in this respect as a result of information provided by a third party.

## 2.2

Contracts are concluded when Slaapadvies BVBA confirms the placed order. This confirmation will follow as soon as possible on the receipt of the electronic order form sent by the buyer in accordance with the ordering procedure stated on the website. The payment obligation of the buyer commences when the contract goes into effect. By sending the order form, the buyer declares to be aware of and agree with the contents of said general terms and conditions of Slaapadvies bvba.

## 2.3

A contract between Slaapadvies BVBA and the customer is concluded in Dutch.

## 2.4

Order process: We perform the following technical steps to conclude a contract with the client:

- The buyer sees a detailed example of a product chosen by them;
- If applicable, the buyer can choose the desired product size and colour;
- The buyer can then click on "order";
- The buyer can, if desired, click on "continue shopping" to place several products in the shopping cart;
- The buyer can then click on "order" again in the shopping cart screen;
- "New" buyers need not create an account, but must submit personal details when ordering;
- The buyer can indicate which payment methods they prefer;
- The buyer sees an order overview of their products;
- The buyer proceeds to order by clicking the "continue" button;
- We confirm the purchase by sending an order confirmation by email.

### 3. Prices

#### 3.1

The prices stated on the website are only valid for the delivery of articles purchased via the website. The prices stated on the website and the total price in your shopping cart are including VAT. The free delivery does not include assembly, unless stated otherwise. Any price changes, typographical and/or printing errors reserved! We therefore reserve the right to refuse the sale without giving any reason or compensation.

#### 3.2

Some cases involve offer prices. Offer prices are only valid for a certain period or as long as stocks last. No claim can be made on these prices before or after the specified period. The offers or quotations on this internet site must be regarded as an invitation to potential buyers to make an offer. They do not bind Slaapadvies BVBA in any way, unless explicitly and unequivocally stated otherwise in the offer itself.

#### 3.3

If changes are made to the delivery period and/or place and/or circumstances at the request of the buyer, or if the buyer has provided incorrect information to the seller, Slaapadvies BVBA acquires the right to charge additional costs to the buyer. If the VAT changes are made before the delivery date, the total price will be adjusted to the same extent.

### 4. Delivery

4.1 Mention of delivery times on the website, in offers, confirmations and/or agreements are indicative and not binding but will be considered as much as possible. Exceeding a (delivery) deadline does not place Slaapadvies BVBA in default. Slaapadvies BVBA cannot be held liable for loss resulting from the exceeding of a delivery period. A delay in delivery cannot lead to cancellation of the order.

4.2 If the product ordered by the buyer is not in stock and will not be available soon, Slaapadvies BVBA will inform the buyer accordingly. If possible, Slaapadvies BVBA will provide the buyer with an alternative article of at least equal price and quality.

4.3 The customer has an opportunity to see an estimated delivery term for each product in the shopping cart. The complete order will only be sent when all products are ready to ship. An exception to this can be made at the explicit request of the customer.

## 5. Delivery

### 5.1

The customer must verify their address on the confirmation email. The customer is obliged to report any inaccuracies to Slaapadvies BVBA no later than 3 working days before the agreed delivery date. Any costs that result from incorrect address details on the delivery note will be charged to the customer.

### 5.2

Deliveries only take place in Flanders, unless it is a small package that can be sent with a courier service. By small we mean a maximum weight of 20 kg and maximum dimensions of 100 length x 50 width x 50 height (in cm). Slaapadvies BVBA always decides on how the order will be delivered to the customer. If we opt for an external forwarder, they bring the goods to the threshold of the front door.

### 5.3

Slaapadvies BVBA delivers orders on the delivery date agreed with the customer. Delivery takes place at the address given by the customer. If no place of delivery has been agreed, delivery is made to address of the buyer. Small items such as quilts, pillows, fitted sheets and flannels and the like are delivered to the customer at home by a parcel service.

### 5.4

If the customer is not present at the specified delivery address at the time agreed with Slaapadvies BVBA, Slaapadvies BVBA is authorized to charge the customer for subsequent delivery by the Slaapadvies BVBA delivery service. If the customer is not home when the courier service first attempts delivery, another attempt is made the next day.

### 5.5

The customer must clear the entrance/passage of the house from obstacles for delivery to prevent damage to the article and/or the customer's property. This includes walls and low-hanging fixtures, so that our personnel can smoothly deliver the goods to the destination and, if necessary, assemble them. The buyer is also responsible to determine if enough space is available to receive the articles in a responsible manner. 'Responsible' means: a way in which the safety of our personnel is never in jeopardy.

#### 5.6

By signing the delivery note, the customer signs for correct and complete delivery. If the customer's order is delivered by a parcel service, the buyer signs the consignment note of the parcel service for receipt of their order.

#### 5.7

The buyer bears all risks to the goods sold from the moment of their delivery or collection.

#### 5.8

If payment is not made at the time of delivery or collection, it is possible that Slaapadvies BVBA will not deliver. If and insofar as Slaapadvies BVBA does not deliver, the customer must pay Slaapadvies BVBA the costs of transport and a sum of EUR 49 per day, or part of the day, until delivery takes place. These costs are for reimbursement of the costs that Slaapadvies BVBA incurs to store the goods.

#### 5.9

If the buyer refuses to accept the correct and undamaged goods presented to them immediately, the resulting freight costs, storage costs and the like are for the account of the buyer.

#### 5.10

The goods are deemed to have been accepted by the buyer on the day of delivery, except in the case of a clearly described and detailed complaint that must be issued to the seller by registered letter within 7 working days at the address of the registered office: Nederzwijsnaarde 2 in 9052 Zwijnaarde. The buyer cannot invoke a complaint to suspend or postpone payment of invoices or sales receipts. If, after thorough investigation and possible consultation with the supplier, after a home visit to the customer a claim proves to be unfounded, the customer will be invoiced 70 EUR per invoice.

#### 5.11

Minor deviations in quality, quantity, width, colour, size, finish etc. that are acceptable in the trade or technically unavoidable cannot be grounds for complaint; nor can colour deviations of materials and photographs on the website. If the customer assembles the articles delivered by Slaapadvies BVBA themselves, they must be confident of their correct condition. After installation by the customer, every claim to visible deviations expires.

## 5.12

Complaints never give the customer the right to compensation or set-off.

## 5.13

Warranty conditions only apply to the corresponding use of the delivered goods or work carried out with their purpose. Incorrect handling or inadequate care for the delivered goods rules out every complaint and voids guarantees and other assurances. Neither discolouration of wood, plastic, textiles or fibrous materials which cannot be prevented for technical reasons or which is generally permitted according to general commercial practice nor minor deviation of another nature entitle a customer to replacement, repair or damages.

## 6. Payment

### 6.1

The buyer pays in advance through the internet payment environment Mollie; payments via bank transfer proceed via this payment environment. In exceptional cases the purchase price can be paid on delivery by debit or credit card or cash. This requires the express permission of Slaapadvies BVBA. We only accept cash payment if the total value of the orders per address does not exceed 2999 EUR. Slaapadvies BVBA is not liable for errors in fulfilment of the payment order.

### 6.2

When the internet, phone or email order is received by Slaapadvies BVBA, we order the relevant articles.

### 6.3

If the buyer does not pay on time, it is in default without any further notice of default being required. In that case, the buyer owes interest to Slaapadvies BVBA of 9.5% annually from the due date of the amount owed, plus a lump sum in damages fixed at 10% of the outstanding balance with a minimum of 25.00 EUR. If the buyer is in arrears, it is also obliged to reimburse costs reasonably incurred by Slaapadvies BVBA for collection (both judicial and extrajudicial) including the costs of legal counsel, bailiffs and collection agencies.

## 6.4

If the buyer pays late, Slaapadvies BVBA is relieved, legally and without the obligation to pay damages, of its obligation to fulfil the concluded contract and/or deliver the articles ordered by the buyer.

## 6.5

The ownership of articles delivered by Slaapadvies BVBA to the buyer before receipt of payment only transfers to the buyer if it has fulfilled everything which it owes to Slaapadvies BVBA based on the purchase contract. Transfer of risk of the articles already delivered, however, already transfers to the buyer at the time of delivery. The same applies in case of change or incorporation into other goods. Until full payment of the price, the buyer is prohibited from selling the goods to a third party or give them in pledge.

## 6.6

If you opt for payment on delivery, we reserve the right to request an advance of 30%.

## 7. Warranties

### 7.1

Slaapadvies BVBA guarantees that articles delivered by Slaapadvies BVBA meet the requirements of usability, reliability and lifespan as reasonably expected by parties to the purchase agreement. If the product purchased by the buyer has visible defects on arrival, please report this immediately by email or phone. Slaapadvies BVBA will replace or repair the product as soon as possible.

### 7.2

All products from the Slaapadvies BVBA range are supplied with a manufacturer's warranty according to the warranty provisions of the relevant manufacturers. You can read these in section 7.5. If you wish to make a claim in the context of the warranty, please inform Slaapadvies BVBA in writing. Please append your purchase order and photos. The warranty only applies to normal use. The warranty only applies to manufacturing errors. The warranty is degressive and is only eligible for a full warranty on manufacturing errors during the first 2 years.

### 7.3

No warranty applies in the following cases:

- a. Regarding normal wear and tear.
- b. If the original purchase invoice cannot be submitted, or if it has been changed or made illegible.
- c. In case of unprofessional use.
- d. In case of damage through intent or gross negligence.
- e. In case of external calamities (for example: lightning, power outages, natural disasters, etc.).
- f. If persons other than Slaapadvies BVBA have performed repair or other work on the article without the prior permission of Slaapadvies BVBA.
- g. Incorrect handling or use of the mattress or base. When using a slatted frame, the space between the slats of a slatted frame may only be 2.5 cm and must be in perfect condition. A mesh base must show no metal fatigue due to age. A box spring must not show any sagging.
- h. Wear or discolouration of upholstery dyes and yarns.
- i. Any distortions resulting from improper handling or erroneous use, deliberate damage, abnormal signs of humidity or heat, mould and other contaminations such as urine, blood, ...
- j. To extend the life of your mattress, the following instructions should be followed:
  - Turn the mattress over (at least every month), including from foot to head end.
  - Only turn mattresses with summer-winter sides and viscose foam from head to foot.
  - Provide good ventilation.
  - Always place the mattress on a new and well-supporting mattress support.
  - Air it regularly, but do not expose it to direct sunlight.
  - Protect your mattress with a mattress protector.
  - Air or wash your mattress protector regularly.

- For a mattress with detachable cover: maintenance strictly according to the sewed-in label.
- To improve the production process, the cover is connected to a limited extent to the core. The first time you unzip it, you may carefully pull off the cover from the core; this has no negative consequences for the quality of your mattress.

#### k. TOLERANCES

The specified dimensions are indicative. The corresponding actual production sizes may vary, both in length and width.

Mattress tolerances:

Length  $\pm$  2 cm

Width  $\pm$  1 cm

- l. Removing the warranty label voids all guarantees.
- m. The mattress can lose up to 15% of height or 20% of rigidity over time. Through use, topstitching materials in the mattress can be permanently compressed up to 65% of their initial thickness. It goes without saying that these normal evolutions are not covered by the warranty. For visible defects found on receipt of your mattress or base, no warranty can be granted later if this was not reported immediately.
- n. Wear and discoloration of mattress ticking and threads are not eligible for warranty.
- o. The personal feeling of comfort when lying on the mattress is not subject to factory warranty.

#### 7.4

The buyer must check with due diligence after delivery of the ordered articles whether Slaapadvies BVBA has properly fulfilled the agreement and must inform Slaapadvies BVBA immediately, but no later than within 2 working days after delivery, in writing of any defects found. If this is not done, Slaapadvies BVBA is deemed to have fulfilled its obligations under the agreement.

#### 7.5

Slaapadvies BVBA gives the following warranty against hidden defects that exist at the time of purchase:

The commercial warranty period is 2 years.

This warranty commences at delivery and concerns all hidden manufacturing defects and defective materials. During the first year the guarantee is complete and covers all costs of repair or replacement and transport \*. After that, value depreciation through use is considered. After repair or replacement of the product, the warranty period is not automatically extended.

\* If replacement or repair is not possible or is disproportionate to the value of the product; an alternative form of compensation may also be proposed such as replacement by a product of equal quality or a voucher.

## 7.6

Slight sagging may be observed during the first weeks of use. This is the normal sagging of the cover materials. This is completely normal and does not justify a warranty claim. Simply shaking the mattress is enough. To claim the warranty, the dip formation must be at least 30 mm and must be reported within 3 months after purchase. After that, all claims for damages lapse. Goods must be checked immediately for transport damage; acceptance of the order is considered approval.

## 7.7.

The commercial warranty offered by Slaapadvies BVBA does not affect the statutory rights of the consumer as prescribed by the law of 1 September 2004. In addition to the commercial warranty, Slaapadvies BVBA warranties, in accordance with articles 1649bis to 1649g of the Civil Code, any lack of conformity that exists at delivery of the goods and that manifests itself within two years after said delivery.

## 8. Dissolution and return

### 8.1

a. The buyer has the right to dissolve the agreement for 14 working days after receipt of the article without stating reasons. However, this period should not be confused with a 'trial period'. Exceptions are for products designed especially for you or custom products (this applies to all beds, box springs, mattresses and slatted bases). Slaapadvies BVBA must be informed of all such cancellations in writing. You must in any case state your full name, telephone number and order number in your written cancellation. In the event of dissolution, the article must be returned to Slaapadvies BVBA immediately and responsibly (i.e. with as little risk of damage as possible). If the buyer wishes to cancel their order for custom items such as beds, box springs, mattresses and slatted bases during the ordering period, or before the goods have been delivered, we will charge a 30% cancellation fee.

b. The buyer pays the costs of returning an order. If the order is collected by the Slaapadvies BVBA delivery service,

these costs will be deducted from the purchase price paid by the buyer which is refunded to them. Any damage that occurs during return shipment to Slaapadvies BVBA is for the accountability and account of the customer.

c. After the buyer has appealed to dissolution and the order has been returned and complies with the stated conditions of Section 8.2, Slaapadvies BVBA will refund the amount owed to the buyer within 14 days. Refunds are made into the bank account specified by the buyer.

## 8.2

The claim to reimbursement is subject to the following conditions:

- a. The articles are complete and in original condition;
- b. The articles must be in the original closed and unopened packaging (if the buyer uses the assembly service and the articles have been unpacked and/or placed, the right of return also expires);
- c. The articles are unused and undamaged;
- d. A mattress packaged to a reduced volume is considered to have been used if it has taken on its normal volume.
- e. The articles are clean, as the customer received them;
- f. The buyer can submit the original purchase invoice;
- g. The right of return does not apply to products ordered/ manufactured to size or for special one-off offers.
- h. The safety label attached to products that cannot be resold for hygienic reasons must not be broken. The customer is aware of this through these terms and conditions.

## 8.3

You have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period expires 14 days after the day on which you or a third party designated by you, who is not the carrier, takes physical possession.

To exercise the right of withdrawal, you must inform us (Slaapadvies BVBA, registered office at 9052 Zwijnaarde, Nederzwijnaarde no. 2, kbo no. 0891.010.128, tel .: +32 09 258 24 00e-mail: [info@slaapadviesbvba.be](mailto:info@slaapadviesbvba.be)) through an unequivocal declaration (e.g. written by post, fax or email) of your decision to revoke the agreement. You may use the model revocation form for this but are not obliged to do so. The model revocation form can be found at

[http://economie.fgov.be/nl/binaries/Bijlage\\_2\\_VI\\_en\\_XIV\\_WER\\_formulier\\_voor\\_herroe\\_p ing\\_tcm325-275274.pdf](http://economie.fgov.be/nl/binaries/Bijlage_2_VI_en_XIV_WER_formulier_voor_herroe_p ing_tcm325-275274.pdf)

To comply with the revocation period, it is enough to send your communication regarding your exercise of the right of revocation before the revocation period has expired.

Consequences of revocation:

If you revoke the contract, you will be reimbursed all payments you have made up to that moment, including delivery costs (with the exception of any additional costs resulting from your choice of a different method of delivery than the cheapest standard delivery that we offer), in any case not later than 14 days after we have been informed of your decision to withdraw from the contract. We will pay you back with the same payment method with which you made the original transaction, unless you have explicitly agreed otherwise; in any case, you will not be charged for such reimbursement.

You must return or hand over the goods to us without delay, but in any case, not later than 14 days after the day on which you have notified us of the decision to cancel the contract. You are on time if you return the goods before the 14-day period has expired.

The direct costs of returning the goods are for your account.

If the goods cannot normally be returned by post by their nature, the goods can be collected by the delivery service of Slaapadvies BVBA. In that case, the direct costs of returning the goods are for your account. The costs are estimated at a maximum of about 149 EUR.

You are only liable for the depreciation of goods which is the consequence of the use of the goods that goes further than that required to ascertain the nature, the characteristics and the functioning of the goods.

The burden of proof regarding the exercise of the right of revocation in accordance with articles 8.1 to 8.4 is with the consumer.

## 9. Force majeure/Non-attributable shortcoming

9.1 If it appears before or during the execution of the contract that (further) performance of the contract by Slaapadvies BVBA is not possible as a result of force majeure, Slaapadvies BVBA has the right, without being obliged to pay any damages, to suspend the implementation of the contract or dissolve the contract.

9.2 Force majeure comprises all circumstances beyond the control of Slaapadvies BVBA as a result of which the normal performance of the contract is prevented,

in particular weather conditions, but also strikes, wars, fire and water damage, machine defects, malfunction, power failures, hindrance or delay in/of the transport of materials or goods to be delivered, the absence of any permit to be obtained by the government, measures taken by the government as well as the consequences thereof, disruptions in a (telecommunication) network or connection or communication systems used and/or the unavailability of the internet site at any time. Also considered as force majeure is the non-fulfilment or non-timely fulfilment of their obligations by the suppliers of Slaapadvies BVBA and in general all other events that are beyond the control of Slaapadvies BVBA, including illness in personnel of Slaapadvies BVBA, its suppliers and/or third parties which it engages.

## 10. Privacy Statement

### 10.1

Your privacy is a serious matter. This is certainly true on the internet, where it is not always clear what is or is not known about you. Because we ask you (to a greater or lesser extent) for personal details, we think it is important to let you know what happens to that information. Slaapadvies BVBA respects your privacy and ensures that your personal details remain strictly confidential. All information you provide to Slaapadvies BVBA will be treated in strict confidence and will in no way be made available to third parties.

All data you provide us is stored by us and used in-house for internal and automatic processing in the context of responsible customer management and business operations for cash sales, such as order processing and customer management, as well as the sending of our own commercial offers, unless you have objected to our sending it before placing your order.

If you receive it, you can still unsubscribe via a link at the bottom of the email. In addition, your data is used to make shopping via the website as pleasant as possible. That is why we store your personal data and the details regarding your order and the use of our services. This allows us to personalize the website and recommend products that you may find interesting.

### 10.2

Personal data will not be provided by Slaapadvies BVBA to third parties that are not affiliated with Slaapadvies BVBA, unless explicit permission has been given by the buyer or if this is necessary in connection with legal requirements.

### 10.3

Personal data can be amended at the buyer's request.

The buyer can submit such a request via email.

#### 10.4

Cookies are small pieces of information that are stored on your computer by your browser. Slaapadvies BVBA uses cookies to recognise you on a subsequent visit. Cookies enable us to gather information about the use of our services and to improve and adapt these to the wishes of our visitors. Our cookies provide information regarding personal identification. You can set your browser so that you no longer receive cookies while shopping at Slaapadvies BVBA.

### 11. Complaints and repairs

#### 11.1

Slaapadvies BVBA strives for the complete satisfaction of its customers. In the unlikely event that something has not gone entirely well or does not meet expectations, the buyer can deliver their complaint to us. This can be done by phone on +32 9258 24 00. This can also be sent by email at [atinfo@slaapadviesbvba.be](mailto:atinfo@slaapadviesbvba.be) or by post to our postal address (Slaapadvies bvba, nederzwijnaarde 2, 9052 Zwijnaarde). After beginning to use an article, if the buyer wishes to ask Sleep Advice BVBA to repair it, Slaapadvies BVBA will determine how this will be done.

#### 11.2

The buyer can contact Slaapadvies BVBA for a request for repair of damaged articles. Repair takes place through a visit by someone from our assembly team or by our service department. It is possible that Slaapadvies BVBA will first have the article collected by the Slaapadvies BVBA delivery service, and then repair it.

#### 11.3.

The repair or replacement of an article during the warranty period and return of the article are for the account of Slaapadvies BVBA. Outside the warranty period, Slaapadvies BVBA charges costs to the buyer.

#### 11.4

Any liability of Slaapadvies BVBA towards the buyer is limited to the maximum of the amount to be paid by the buyer to Slaapadvies BVBA under the contract. Slaapadvies BVBA is never liable for damage in the form of loss of turnover or income, reduced goodwill or any other consequential loss.

## 11.5

You can also file a complaint in connection with the webshop at BeCommerce, since we subscribe to the BeCommerce code of conduct. You can do [that here](#). In the most extreme case, you can also appeal to the BeCommerce Disputes Committee.

## 11.6

You can also submit a complaint to the European Commission via [this link](#). You fill out a complaint form and send it. The complaint is forwarded to the company concerned, which proposes an ADR entity to the consumer. Once the consumer and the company agree that an ADR entity will handle this complaint, the ODR platform will automatically forward the dossier to that ADR entity. The ADR entity handles the matter completely online and commits to a solution within 90 days.

## 12. Liability

### 12.1

Slaapadvies BVBA is never liable for direct or indirect loss, trading loss and/or loss resulting from standstill, including delays in the delivery of goods and/or the completion of work, caused by defects in the delivered goods and/or the work performed by Slaapadvies BVBA, subject to intent and/or gross negligence by Slaapadvies BVBA.

12.2. Slaapadvies BVBA shall never be obliged to pay any damages for loss of whatever nature and for whatever reason, higher than the total amount of the transaction between Slaapadvies BVBA and the customer.

12.3. If and insofar as Slaapadvies BVBA cannot appeal to any exoneration, it is only obliged to compensate loss to the amount for which its liability insurance provides cover.

12.4. Incurred loss must be made known to use by registered post to our registered office, Nederzwijsnaarde 2 in 9052 Zwijnaarde, within a period of 3 working days.

## 13. Final provisions

### 13.1

If any provision of these general terms and conditions are null and void or nullified, the other provisions of these general terms and conditions will remain in full force and Slaapadvies BVBA and the customer will consult to agree on new provisions to replace the null and void or nullified provisions, as far as possible bearing in mind the goal and purport of the null and void or nullified provisions.