

Legal Notice

1. Identity of the holder

www.safesleep.clothing is an online Store owned by the company OFIDEX Import Export S.L. (hereinafter The Owner) who has the exclusive right to exploit it. The company is domiciled at Rambla de Catalunya 38, 8º, 08007 Barcelona, Spain, with Tax Identification Number: ESB66156050, registered at the Mercantile Register of Barcelona, in Volume 44011, Folio 21, Page 444398. Any communication must be sent by postal mail with acknowledgment of receipt to the registered office, to the telephone + 34-635 84 84 07, or to the e-mail address info@safesleep.clothing

2. User Acceptance

This Legal Notice and the rest of the legal texts of this store regulate the access, navigation and use thereof by the User. User is understood as the person who accesses, navigates or purchases products and services, and implies for his / her part the unreserved acceptance of this Legal Notice and the Sales Conditions, recognizing that he / she is of legal age and has sufficient capacity to contract and to use correctly and safely the products sold in this online store, accepting that it is his / her responsibility to know and review its contents.

3. Obligation to make proper use of the website

The User agrees to make appropriate use of the website and not to use it to engage in illicit activities or contrary to good faith and the legal system (to title merely indicative and not exhaustive); cause damage to the physical and logical systems of the responsible party, its suppliers or third parties, introduce or spread computer viruses or any other physical or logical systems that are likely to cause the aforementioned damage, without forgetting all those that violate or transgress the honor, the personal or family privacy and the image of the people, of the rights of property and of any other nature belonging to a third party as a consequence of the transmission, diffusion, storage, made available, reception, obtainment or access to the contents or the image of third parties; the performance of acts of unfair competition and illegal advertising as a result of the transmission, diffusion, storage, made available, reception, obtainment or access to content; the lack of veracity, accuracy, exhaustiveness, pertinence and / or actuality of the contents leaving the User, in any case, unscathed to the person in charge of the website in front of any claim, judicial or extrajudicial.

4. Exclusion of guarantees and responsibility

Except in those cases expressly described in the Legal Notice and the rest of the regulatory framework of the website, the Owner is not responsible for damages of any nature that may arise from lack of accuracy, completeness, current status, or errors or omissions that could suffer the contents of this website.

Likewise, the links contained in this website may lead the user to other websites and web pages managed by third parties, over which the Owner does not exercise any type of control, so the Owner does not respond to the content or the status of such sites and websites, as well as not being truthful or fulfilling a certain purpose. Access to them through this website does not imply that the Owner recommends or approves their content.

The Owner does not guarantee the availability, continuity or infallibility of the operation of the website, and consequently, excludes, to the maximum extent permitted by current legislation, any responsibility for damages of any nature that may be due to the lack of availability or continuity of the operation of the website and of the services provided therein, as well as errors in accessing the different web pages or those from which, where appropriate, such services are provided.

5. Communications and notifications

All communications and notifications made will be considered effective for all purposes when they are made through email to the e-mail that the User has been able to provide. The User undertakes to keep the Owner informed of the changes that may occur in the personal data and in the e-mail address of this one that the person responsible has to inform him of the events that he deems appropriate. The user expressly acknowledges that said data has been provided by him and is completely truthful.

6. Intellectual and Industrial Property

All the contents of this Website, including, but not limited to, texts, graphics, images, the structure of the website, its design and source code, databases, as well as the logos and trademarks included therein, they are protected by the rules of intellectual and industrial property. Acts of reproduction, modification, distribution, public communication, and in general, any other form of exploitation, by any procedure, of these elements without the prior written consent of their respective owners can not be made.

The Owner shall not be responsible for any damages that may arise from the use of the contents by the Users or the infringement by them of any current legal provision.

7. Applicable law and jurisdiction

The user and the Owner of the website they compromise to resolve in a friendly manner any conflict that may arise in relation to the services offered by the online store www.safesleep.clothing and the products sold or acquired therein.

In the event that this conflict is not resolved, the interpretation or application of these contractual conditions will be the responsibility of the Courts and will both parties submit, expressly waiving any other jurisdiction, to the Courts of Barcelona (Spain).

Sales Conditions

1. Identification

www.safesleep.clothing is an online store owned by OFIDEX Import Export S.L. who has the exclusive right to exploit it. The company is domiciled at Rambla de Catalunya 38, 8º, 08007 Barcelona, Spain, with Taxes ID: ESB66156050, registered in the Mercantile Register of Barcelona, in Volume 44011, Folio 21, Sheet 444398, (hereinafter, The Titular).

Any communication can be sent by mail with acknowledgment of receipt to our office, or by email to the email address info@safesleep.clothing

2. Activity

www.safesleep.clothing online shop is dedicated to the distance selling, preferably by Internet, of "**Safety Technical Clothing for use at Bed**" products destined to improve the safety and daily life of People at bed.

3. Content and information provided on the website

The Titular reserves the right to modify the commercial offer presented on the website (modifications on products, prices, promotions and other commercial and service conditions) at any time.

The titular of the website makes all the efforts within its means to offer the information contained in the website in a truthful way and without typographical errors. In the event that at any time there is an error of this kind, alien at all times to the will of the Titular, it would be immediately corrected. If there is a typographical error in any of the prices shown and a customer has made a purchase decision based on that error, the titular will notify the customer of the error and the customer will have the right to rescind their purchase without any cost on their part.

The contents of the website www.safesleep.clothing could, at times, show provisional information about some products or services. In the event that the information provided does not correspond to the characteristics of the product, the customer will be entitled to rescind his purchase without any cost on his part.

The Titular is not directly or indirectly responsible for any of the information, contents, statements and expressions contained in the third-party products marketed on the website. Said responsibility rests at all times on the manufacturers or suppliers of said products. The customer understands that in those cases www.safesleep.clothing is a mere intermediary between him and said manufacturer or supplier.

4. Sale System

To make a purchase, the customer must follow the instructions indicated on the website in the section How to Buy.

The data recorded on the website and the server of the Titular are reliable proof of all the transactions made through the website between the Titular and its Customers.

For the acquisition of the products, the User must have an Account duly opened in this Shop. It will be understood that the purchase agreement has been perfected at the moment in which the customer press the purchase or order processing button that will be associated with a message with the expression: FINISH AND PROCEED WITH THE PAYMENT

The language in which the contract between the Titular and the Customer will be perfected is English. Once a purchase order is received, the Titular will immediately send a confirmation of the purchase to the email address indicated on the purchase order, which will be understood as accepted by the customer to formalize the purchase.

5. Prices

The prices of the Products and Services are fixed by the Titular in **Euros (€)**. The purchase prices marked on the products of this online shop DO NOT include the VAT or Taxes.

To all private Buyer, it will apply the VAT or Taxes in the territories of the European Union where this tax applies.

They will be exempt from paying the VAT **Companies** belonging to countries of the European Union, except Spain. In the sale to any other country of the world the VAT or Taxes will not be passed on, nevertheless the Customs systems of each country will apply

the corresponding tax charges.

The shipping costs and the corresponding VAT or Taxes are always indicated in the order. In your case, the offers will be duly marked and identified as such, conveniently indicating the previous price and the price of the offer.

The titular reserves the right to make any changes to the website at any time and without prior notice, and may update the prices, products and / or services depending on the market or the commercial interests and / or strategies of the Titular.

In the case of using any system or condition that supposes a postponement or fractionation of the payment of the orders, the Titular reserves the full ownership of the goods sold until the full payment of the price of the same occurs, without prejudice to the transfer that the customer is made of the risk that due to deterioration or loss from the moment of the delivery of the order.

6. Payment Method

Purchases based on the products to be purchased can be paid by any of the means listed below:

PayPal: To use this system, the Customer must have a customer account in Paypal prior to the moment of payment. Once this system is chosen, the Customer will be redirected to the Paypal.com website where the payment will be completed and the amounts to be paid will be shown with the inclusion of all taxes or fees applicable to the operation. Paypal will send to your email account a proof of the operation performed.

Visa or Master Card credit card: We guarantee that transactions made with credit cards in our online store are 100% secure. The data that you transmit related to payments through a Credit Card travel encrypted through a secure line and are not registered in our servers or in our databases, they go directly to the entity that manages the collection. If you make the payment with a Credit Card we will ask you for: the card number, the cardholder's name, the expiration date and a Validation Code that matches the last 3 digits of the number printed in italics on the back of your card.

Credit card fraud is a crime, and The Titular will take legal action against anyone who makes a fraudulent transaction in our Shop.

Bank transfer: After making your purchase, you will receive an email where we will indicate the account number to which you must make the transfer for the amount of your order. Make the transfer within 3 days and indicate in it the order number, your name, surname, ID, email and contact telephone number, in order to validate your order. The order will not be considered validated until our administration department verifies that the whole amount has been paid in our bank account. If after this period the payment is not made, the order will be canceled and the items will be put back on sale. Do not forget that you must make the payment in **EUROS** and that all possible exchange commissions and bank commissions should be paid by the Customer when opting for this payment system. Otherwise, we could paralyze the shipment of your order by not receiving the full amount thereof. The shipment and delivery of the products will not be made until the Titular has received the total price of the order through this form of payment.

7. Delivery

This online shop does NOT operate with stocks. The products we offer are sent directly to the Customer from the warehouses of our suppliers, located anywhere in the world, and are delivered to the carrier 24/48 hours after receipt of the order, from Monday to Friday, provided they are in stock at the warehouses of our suppliers. Failing this, the delivery period may be extended up to a maximum of 30 calendar days from the date of the order. Shipments are made through recognized transportation companies, with an approximate transit time of delivery to the Customer, from the date of the order, from:

* Spain: delivery in 3-6 working days

* 27 European Countries: delivery in 4-8 working days

* Rest of the World: delivery in 5-15 business days

The products that are made "by order" or "customized by the customer" have a longer delivery period, which will be confirmed to the customer in each case. The Titular reserves the right to send them separately, especially when the margin of time for issuing an item is higher than the others.

Remember that if the chosen form of payment is by bank transfer, the order will not be shipped until you have deposited the money in our account. In no case will shipments be made to P.O. Boxes.

We will keep you informed promptly of the situation or incidents in your Orders, if any, through your email. You can also use the **"My Account"** section, so that the system can inform you at any time of the status of the same.

The delivery times are expressed by way of indicative title. The Titular is not responsible for the consequences of any delay in delivery that is beyond his control or over which he has no control.

8. Responsibilities

The Titular guarantees the quality of the service provided through the website. All the rights that the laws in force guarantee to consumers and users are also guaranteed. Failure to comply with any of these General Conditions entitles the customer to return the products or cancel the services purchased by the customer.

The undertakes to make a lawful use of the services, without contravening the current legislation, or injuring the rights and interests of third parties. The Customer guarantees the veracity and accuracy of the data provided when filling in the contract forms, avoiding causing damage to the Titular due to the incorrectness of the same.

Failure to comply with any of these Conditions may result in the retirement or cancellation of services by the Titular, without the need for prior notice to the client and without this giving the right to any compensation.

9. Warranties and returns

All items sold on the website are covered by your warranty in the event of failure, errors or defects. In this case, it will be replaced without additional charge to the customer in the shortest possible time or, if this is not possible, to the refund of the amount of the item and shipping costs, if applicable.

To be able to enforce the guarantee it is essential that the Customer reports the anomaly in writing via email to the email address or contact of the Titular within a period not exceeding two (2) business days after the delivery of the order.

Upon receipt of the reclamation, the Titular will decide the follow-up to be given to the customer's reclamation. Upon receipt of the returned merchandise, which must be in perfect condition, including the packaging, accessories and the purchase invoice, the Titular will make the change of the defective products.

If it is not possible to change the product due to lack of stock or because it does not appear in the catalog, the customer will be reimbursed, within a period not exceeding 30 days from the receipt by the Titular of the returned goods, the price Total paid for this one.

[Any return must be previously authorized by the Titular.](#) The User will receive an email with precise instructions to make the return.

10. Withdrawal

In the case of purchases or orders made by people who are considered consumers, the Titular guarantees the customer the possibility of canceling their order at any time and without any cost provided that the cancellation is communicated before the order has been placed carrier's disposition for shipment. Otherwise you must wait to receive the goods to process your return.

The products made to measure, "by order" or "customized by the customer" are **excepted** from this right of withdrawal, as well as the other exceptions provided for in art. 103 of the Spain General Law for the Defense of Consumers and Users.

The customer has the right to withdraw from this contract within a period of 14 calendar days without the need for justification. The withdrawal period will expire 14 calendar days from the day that the customer or a third party by it, other than the carrier, acquired the material possession of the goods.

To exercise the right of withdrawal, the customer must notify the Titular, his decision to withdraw from the contract through an unequivocal statement (for example, a letter sent by registered mail and with acknowledgment of receipt, or email).

The customer also has the option of completing and sending electronically the withdrawal form model or any other unequivocal statement through our website

www.safesleep.clothing. If you resort to this option, we will inform you without delay of a lasting support (for example, by email) the reception of said withdrawal.

You must return the goods to the supplier of origin, without any undue delay and, in any case, no later than within 14 calendar days from the date you notify us of your decision to

withdraw from the contract. The deadline will be considered fulfilled if you make the return of the goods before the deadline has expired.

The returned order must be delivered to the address indicated by the Titular (the address of the origin provider of the property) together, where appropriate, with the invoice issued by the Titular, and you must assume the direct cost of the return from good to origin.

The products must be in perfect condition, have not been opened or used and keep their seal or original packaging and manuals, accessories or promotional gifts included in your case.

In any case, the Customer will only be responsible for the decrease in the value of the goods resulting from a manipulation different from that necessary to establish the nature, characteristics and operation of the goods.

11. Industrial and Intellectual Property

The rights of intellectual and industrial property over the works, brands, logos, and any other susceptible to protection, contained in the website correspond exclusively to the Titular of the website or to third parties who have authorized their inclusion in the website. The unauthorized reproduction, distribution, commercialization or transformation of such works, brands, logos, etc. constitutes an infringement of the intellectual and industrial property rights of the Titular or the owner thereof, and may result in the exercise of any judicial or extrajudicial actions that may correspond to them in the exercise of their rights. Likewise, the information to which the Customer can access through the website, may be protected by industrial, intellectual or other property rights. The Titular will not be responsible in any case and under no circumstances for infractions of such rights that may be committed as a customer.

12. Personal data protection

The process of order processing involves the collection of personal data of the Customer. These data will be treated in accordance with our Privacy Policy in

<http://www.safeleep.clothing/privacy-and-cookies.html> In any case, the Customer is recognized at all times his rights of access, rectification, cancellation and opposition, in accordance with the Spanish Organic Law 15/1999 on the Protection of Personal Data (LOPD) and Royal Decree 1720/2007, which approves the Regulations for the development of the Organic Law on the Protection of Personal Data (RLOPD)

13. Jurisdiction and applicable Law

The user and the Owner of the website they compromise to resolve in a friendly manner any conflict that may arise in relation to the services offered by the online store

www.safesleep.clothing and the products sold or acquired therein.

In the event that this conflict is not resolved, the interpretation or application of these contractual conditions will be the responsibility of the Courts and will both parties submit, expressly waiving any other jurisdiction, to the Courts of Barcelona (Spain).

Privacy & Cookies

Privacy policy and information about the cookies used in www.safesleep.clothing

The titular of the website www.safesleep.clothing complies with the Organic Law 15/1999 on the Protection of Personal Data (LOPD) and Royal Decree 1720/2007, which approves the Regulation for the development of the Organic Law of Protection of Personal Data (RLOPD).

We inform you that the personal data you provide through this website will become part of an automated file registered in the name of the titular of the website in the Register of the Spanish Agency for Data Protection. Your personal data will be used for the management and administration of the website in relation to the services or products and the information you have requested, as well as for the sending of commercial and promotional offers related to the titular and the products / services offered from this website. The owner of the file has adopted the necessary technical and organizational measures to guarantee the security and integrity of the data you provide us and for you to revoke your consent for the processing of your data and the receipt of commercial or promotional offers by email to info@safesleep.clothing or through an automated procedure to the effect.

You guarantee the authenticity of all the data that you communicate to us and we will keep this information perfectly updated so that it responds at all times to your real situation. You will be solely responsible for the false or inaccurate statements made and the damage caused to the Titular or third parties for the information you provide. We inform you that you can exercise your rights of access, rectification, cancellation and opposition, by mail with acknowledgment of receipt, at the following address: OFIDEX Import Export SL, Rambla de Catalunya 38, 8º, 08007 Barcelona, Spain, or in the electronic address info@safesleep.clothing attaching a photocopy of your identity card to your communication.

Users registered in this Online Shop can exercise the rights to their data at any time by accessing them from "**My Account**" section.

Likewise, the Titular informs you that in compliance with the terms of use and privacy policy of social networks such as Facebook, Twitter, LinkedIn or Google Plus, the act of clicking on the "Like", "Follow" or "Connect" buttons or another equivalent, implies the consent to access the data of your followers, publish news that will appear on their wall and send messages. Those responsible for the page in no case use this data for other purposes than those described above. At all times the user can stop being a follower of the Titular, by clicking on the "I do not like it anymore", "Stop following" or "Network / Contacts / delete" or similar.

Information on cookies used in www.safesleep.clothing.

In compliance with the provisions of the Law of Services of the Information Society and Electronic Commerce (LSSI), the Titular informs you that www.safesleep.clothing makes use of cookies.

A cookie is a file that is downloaded to the user's device when accessing certain websites to store and retrieve information about the navigation that is performed from said device. To make full use of the content and the personalized functions of this website, the browser of your computer or mobile device must accept these cookies. It is common for your browser to do it by default.

The cookies on this website do not store confidential information such as your name, address, etc., however, if you want to restrict, block or eliminate cookies from www.safesleep.clothing you can configure your browser to refuse or accept them or for these are automatically deleted once you close the browser or turn off the device.

The configuration of cookies in browsers is done as follows:

Chrome, from <http://support.google.com/chrome/bin/answer.py?hl=es&answer=95647>

Explorer, from <http://windows.microsoft.com/es-es/windows7/how-to-manage-cookies-in-internet-explorer-9>

Firefox, from <http://support.mozilla.org/es/kb/habilitar-y-deshabilitar-cookies-que-los-sitios-we>

Safari, from <http://support.apple.com/kb/ph5042>

If you share content from www.safesleep.clothing through social networks such as Facebook, Twitter or others, you may receive cookies from those websites. The adjustments of third-party cookies are not under the control of the Owner, so we suggest you check the websites of third parties to obtain more information about their cookies and how to manage them.

Cookies used:

Cookies strictly necessary for the provision of certain services expressly requested by the user: if these cookies are deactivated, you will not be able to correctly receive our contents and services; and • analytical cookies (for monitoring and statistical analysis of the behavior of all users), if these cookies are deactivated, the website may continue to operate without prejudice to the information captured by these cookies on the use of our website and on the success of the ads shown in it allows us to improve our services and offer you free of charge many contents.

In www.safesleep.clothing we use the following cookies:

ID	Information	Purpose	Supplier	Duration
Own Cookies				
Sid_costumer			safesleep.clothing	15 days
Stat_uniq_code			safesleep.clothing	One year
Third party Cookies				
_utma				Two years
_utmb				One day
_utmc				Session
_utmz				Six months

How to buy

It is necessary to be registered in this online shop and have an Account to log in and to be able to buy.

Creating an account is free.

In the **"My Account"** section you will see the **"START"**. Press it to register for the first time.

Or press the **"LOG IN"** button to log in, if you have previously registered in this online shop.

Before making any purchase in this shop, please read carefully the contents of the following sections: **Conditions of Sale, Legal Notice, Privacy and Cookies**, for your information and knowledge, which you will find at **"The Shop"** section.

In that section you will also find additional information of your interest.

When you make a purchase in this online shop, the following message appears at the bottom of the order form:



I have read, understand and agree the [Terms and Conditions](#)

ATTENTION: You have to check that box to follow and complete the purchase process.

If you check the box, you confirm us that you have read the contents of the **Sales Conditions** under which this shop operates, including the Legal Notice, and that you have made your purchase in accordance with them, freely and voluntarily.

This action is registered in our servers as a reliable fact.

You will receive an email confirming your order.

You can download a PDF copy of each of the 8 sections of the Conditions under which you made the purchase, entering in each section, or you can also download the copy in 1 PDF file of all sections of "The Store".

Warranties and Others

Warranties

The buyer benefits from the warranty offered by the different manufacturers or suppliers of the products of our online shop.

Any defective material, sent from origin, will be exchanged for another identical unit in perfect condition.

In the event that the buyer receives a package that is defective or in poor condition, or broken or incomplete due to transportation, he must reject it and instruct the Carrier to return it to origin.

Tell us about this fact immediately or within 48 hours of the delivery attempt, to do so send us an email to: info@safesleep.clothing

If you open the package and consider that the product is damaged due to transportation, please notify us immediately or within 48 hours of receipt.

If, once the package is opened, you consider that the product has been shipped defective from origin, please notify us immediately or within 48 hours of receipt.

Damages caused due to improper use or handling of the product, or wear and tear caused by normal use thereof, are not included in this warranty.

Losses in the functionality of the products, due to the design limitations thereof, are also excluded from the coverage of this warranty.

Photos & Texts

Photos of the products

When you click on the photos of a product, you will see it enlarged and floating on your screen, to make it easier to see the image. The floating photos are interactive and can contain more than one photo. You will see arrows appear to the right and left of it. Click on the arrows inside each floating photo to view all the photos contained in the product.

Texts of the products

The texts that describe the products are made based on the information provided by the suppliers. Photos are incorporated into the products in order to offer graphic information as wide as possible. However, the appearance of the product that the User receives may differ slightly from what the photos show. Also the colors that you see on your screen may differ slightly from the actual color of the product. In any case, the functionalities, and the main features and capabilities of the products will not differ in the basics of what the photos show or indicate the texts.

Files, Videos and other annexes

The products may contain additional information, such as all types of files, videos, etc. You will see the tabs of each option within each product.

Prices & Terms

The purchase prices marked on the products of this online shop are shown in **Euros (€)**

* The prices indicated in this Online Store may be revised and modified at any time, without prior notice.

Taxes.

The marked purchase prices **do NOT include** the TVA or Taxes.

To all private Buyer of the territories of the **European Union** where applicable will apply the TVA or Taxes on the invoice.

They will be exempt from paying the TVA or Taxes Companies belonging to the 28 countries of the European Union, except Spain.

In the sale to **any other country of the world** the TVA or Taxes **will not be passed on**, nevertheless the Customs systems of each Country will apply the corresponding tax charges.

Delivery Time

This online shop does NOT operate with stocks.

The products we offer are sent to the User directly from the warehouses of our suppliers or manufacturers, and delivered to the carrier during the 24/48 hours following the reception of the order, from Monday to Friday, provided they are in stock.

Failing this, the delivery period may be extended up to a maximum of 30 calendar days from the date of the order.

Shipments are made through recognized transport companies, with an approximate transit time of delivery to the Customer, from the date of the order:

- * **Spain** Delivery in 3-6 working days
- * 27 European Countries in 4-8 days
- * Rest of the World in 5-15 days

* The products that are "made to order" or "customized for the User" have a longer delivery period, which will be confirmed to the User in each case.

* Remember that if the chosen form of payment is by Bank transfer, the order will not be shipped until we have deposited the money in our account.

* www.safesleep.clothing reserves the right to modify delivery times without prior notice.

* In no case will be sent to Post Office Boxes.

Track your Orders.

We will keep you informed promptly of the situation or incidents in your Orders, if there was, through your email.

* You can also use the **"My Account"** section and click on **"Your Purchases"** so that the system can inform you at any time of the status of your orders.

Payment systems

This Online Store only supports the following payment systems:

VISA and **MASTERCARD** credit cards

We guarantee that transactions made with credit cards in our online store are 100% secure.

The data you provide related to payments through a Credit Card travel encrypted through a secure line and are not registered in our servers or in our databases, go directly to the entity that manages the payment. If you make the payment with a Credit Card you must provide: the card number, the cardholder, the expiration date, and a Validation Code that matches the last 3 digits of the number printed in italics on the back of your card.

Paypal

PayPal allows you to make online payments safely and conveniently. PayPal's network is based on the existing financial infrastructure of bank accounts and credit cards to create a global payment solution in real time.

For more information you can visit <http://www.paypal.com>

Bank transfer

After making your purchase, you will receive an email where we will indicate the account number to which you must make the transfer for the amount of your order.

Make the transfer within 3 days and indicate in it the order number, your name, surnames, ID, email and telephone contact, to validate your order.

The order will not be considered validated until our administration department verifies that the amount has been paid in our bank account.

Do not forget that you must make the payment in **EUROS** and that ***all possible exchange and banking commissions are paid by the User*** when opting for this payment system.

Otherwise, we could paralyze the shipment of your order by not receiving the full amount thereof.