

## Sales Conditions

### 1. Identification

[www.safesleep.clothing](http://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](mailto:info@safesleep.clothing)

### 2. Activity

[www.safesleep.clothing](http://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](http://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](http://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](http://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](http://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).