

Terms and conditions

Terms and conditions of Easy Sleep Plaza
01-05-2009

Section 1. Definitions

- 1.1 A. With 'Easy Sleep Plaza' and 'ESP' in these terms and conditions we refer to: Easy Sleep Plaza, part of Canadian Enterprises (Canada), a company that is registered and statutory situated in Garderen, the Netherlands.
B. 'Customer' or 'you' refers to the person (a natural person or another legal entity), who orders products or services via this website or by calling or emailing with Easy Sleep Plaza and from who the order of products or services are accepted by Easy Sleep Plaza.
C. 'Agreements' are the agreements that form the content of these terms and conditions, that come about when Easy Sleep Plaza accepts your order as well as the credit card or any other form of payment.
D. 'Terms and conditions' are the terms and conditions in question.
E. 'Easy Sleep Plaza website' is the website: www.easysleepplaza.com
- 1.2 These terms and conditions are part of all the special offers of and agreements with Easy Sleep Plaza. By ordering any of our products, you agree to be bound by these terms and conditions.
- 1.3 These terms and conditions also apply when Easy Sleep Plaza needs to turn to third parties in order to execute these agreements.
- 1.4 Unless agreed upon in written correspondence the terms and conditions of third parties are not acknowledged by Easy Sleep Plaza.
- 1.5 The sale of products or services to the customer (you), no matter if this takes place via the website, per email or by calling with Easy Sleep Plaza, falls within the scope of these terms and conditions. These terms override other terms or conditions referred to by a customer (or a business connection) or in any course of dealing.
- 1.6 If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of Easy Sleep Plaza and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect.
- 1.7 Easy Sleep Plaza does not accept any liability with respect to the accuracy of the information and/or deviations in prices, images and texts. No rights can be derived from the information on these pages. The information can be altered or revised without notification. This also applies to product descriptions and prices.
- 1.8 This website contains links to websites of third parties. Easy Sleep Plaza is not responsible for the content of these websites.

Section 2. Product information, special offers and availability changes

- 2.1 All special offers are temporary, unless otherwise stated by Easy Sleep Plaza.
- 2.2 An agreement to deliver products and/or services commits Easy Sleep Plaza to do so after written consent. The actual execution by Easy Sleep Plaza or a bill sent by Easy Sleep Plaza corresponds with a written consent/confirmation of the order.
- 2.3 If the accuracy of the content of this written confirmation is not challenged within 8 days, Easy Sleep Plaza and the customer are tied to the agreement.
- 2.4 Special offers of Easy Sleep Plaza do not automatically apply to a repeat order.

- 2.5 Easy Sleep Plaza can update and revise products and prices of the products that are offered on the Easy Sleep Plaza website at any time. A price remains valid only for the duration of the day on which the customer visits the website displaying that price or the day on which the customer is informed of the price by Easy Sleep Plaza (through a telephone call, email or otherwise).
- 2.6 Easy Sleep Plaza cannot be held accountable for a special offer, when a customer is to understand that the offer, or a part of the special offer, was a mistake or a written error.
- 2.7 Addenda, alterations and/or further agreements are only applicable, when there is a written consent.
- 2.8 Easy Sleep Plaza continually updates and revises her products. Easy Sleep Plaza may update, revise or discontinue products at any time.
- 2.9 Easy Sleep Plaza displays current products at: <http://www.easysleepplaza.com/products>
Easy Sleep Plaza makes an effort to have all her products available for the customer. Nevertheless the availability of products can vary. An agreement is dependant and conditional upon the availability of your order and your credit card or other payment details.
- 2.10 Any weights and measurements stated on Easy Sleep Plaza website are approximate.

Section 3. Prices

- 3.1 All prices are, unless otherwise indicated, expressed in Euro's, including the VAT.
- 3.2 Easy Sleep Plaza guarantees that a price increase will not occur after an agreement, unless the price increase is caused by a legal consent and/or condition.
- 3.3 Unless the price increase is caused by a legal consent and/or condition, the customer has the right to withdraw from the agreement on the day the price increase takes place.
- 3.4 Transport costs, transports insurances and/or handling costs are not included in the prices stated on the website.
- 3.5 You agree to pay, other than in the prior stated sentence, rates and taxes that are mentioned individually on the Easy Sleep Plaza bill.

Section 4. Delivery

- 4.1 When products are available , they will be sent to the customer directly after the order. For transportation of the ordered products Easy Sleep Plaza can charge transportation costs. The delivery of the ordered products takes place at the for ESP familiar address, not being a temporarily address, and given to a natural person who is at the delivery address.
- 4.2 If a customer refuses the purchase or doesn't provide the information or instructions necessary for the delivery, the products will be stored at the risk of the customer and will be charged to the customer.
- 4.3 As soon as ESP has offered the purchase to the customer, Easy Sleep Plaza has fulfilled its duty of delivery, except for proof of the contrary. In case of a house delivery, the rapport of the shipping agent with the refusal of acceptance is complete proof that the purchase was offered to the customer, except for proof on the contrary.
- 4.4 In case of a refusal of the offered products the transportation costs and the store costs, as well as the risk of damage of the refused products are entirely for the account of the customer, unless the customer has good reasons to withdraw from the sale.
- 4.5 You acknowledge that the products you buy in accordance with these terms and conditions are possibly subjected to laws and regulations with regard to export regulations of a legal order. You confirm that you will not act against these regulations.

Section 5. Delivery time

- 5.1 Easy Sleep Plaza aims to deliver promptly. However, there may be reasons for ESP's inability to ship according to its target dates. Accordingly, any dates given by ESP for the delivery of products are estimates only, and ESP cannot and does not undertake that delivery will occur on any specified dates, except in the event such delivery dates have been explicitly confirmed by ESP as binding. Easy Sleep Plaza aims for delivery within 30 days after the order has been placed.
- 5.2 If the estimated delivery date cannot be met and the revised delivery date will exceed 30 days from the original date of order then the consumer will be contacted & advised of a proposed new date for delivery. If the consumer refuses the revised delivery date and delivery is not made within 30 days from the original date of order or prior to the specifically agreed delivery date if applicable, then the consumer may cancel the order without charge & obtain a full refund.

Section 6. Termination of an agreement

- 6.1 Easy Sleep Plaza is authorized to cancel an agreement with the customer by means of a written declaration when after closing the agreement there is reason to believe that the customer will not be able to fulfill his/her obligations towards Easy Sleep Plaza. ESP will refund the money that the customer transferred to Easy Sleep Plaza before the agreement was cancelled.
- 6.2 When circumstances occur in which persons and/or materials that Easy Sleep Plaza needs in order to execute the agreement, are impossible to use or disproportionate in costs, then Easy Sleep Plaza is authorized to cancel the agreement.
- 6.3 The customer has the right to cancel the agreement without any given reason within 7 days after the products were delivered. When the customer has not returned the delivered purchase within these 7 days, then the sale is a fact. The customer will have to notify Easy Sleep Plaza, before sending back the products. The customer has to prove that he/she sent the delivered goods back to ESP with a maximum of 10 days after delivery, for instance with a receipt of the mail company in question. The costs of sending back the delivered items are on the account of and at the risk of the customer.
When the customer returns the products they should be returned in the original packaging (including accessories and documentation) and in a new state of being. Using or damaging a product, makes reclaiming and returning the product impossible. With due observance of that which is stated in the prior sentence, ESP confirms that after receiving and checking the returned items, Easy Sleep Plaza will make sure that it will refund the costs.

Section 7. Circumstances beyond our reasonable control

- 7.1 With circumstances beyond our reasonable control we mean all circumstances that Easy Sleep Plaza has no control over and that obstruct or make it impossible for ESP to execute its work.
- 7.2 We will make every effort to perform our obligations under these terms. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control such as strikes, terrorist acts, war, supplier/transport issues, governmental or regulatory action and natural disasters. In the event of a delay, we will perform our obligations as soon as reasonably possible.
- 7.3 When circumstances beyond our control make it impossible for ESP to fulfill the commitment, both parties are authorized to cancel the agreement, without claiming or having to pay damages.
- 7.4 If Easy Sleep Plaza already fulfilled part of its obligations when the circumstances beyond reasonable control enter, or if ESP can only fulfill a part of its obligations, then Easy Sleep

Plaza is authorized to bill that what was delivered and the customer has to pay this separate bill. This is not the case when that part of the delivery holds no independent value.

Section 8. Return policy

- 8.1 Easy Sleep Plaza is never responsible for the suitability of a product for the individual application by the customer, nor for possible advices in relation to the usage or application of the product.
- 8.2 The customer has to check the delivered products immediately upon receiving the products. If the product is wrong, defect or incomplete then the customer (before sending it back to ESP) should notify ESP in writing of these defects. Possible defects or wrongly delivered products can be mentioned to ESP in writing up to a maximum of 2 months after delivery. When the customer returns the purchase it should be returned in the original packaging (including accessories and documentation) and in a new state of being. Using a product after having established that the product is defect, makes reclaiming and returning the product impossible.
- 8.3 When complaints of the customer are accepted by ESP, Easy Sleep Plaza will replace the product free of charge or will try to come to an agreement with the customer on a settlement of claim, which can never be higher than the bill amount or the maximum that is covered by the insurance of Easy Sleep Plaza. Every liability of Easy Sleep Plaza for any other form of damage is excluded, including any form of complementary reimbursement in whatever form, or compensation for indirect damage.
- 8.5 Easy Sleep Plaza cannot be held accountable for damage caused intentionally by non executive personnel or caused by reckless behavior of non executive personnel.
- 8.6 *Returning products that require a doctor's prescription without a valid prescription*
When a product that requires a doctor's prescription is ordered and paid for, but there is no valid prescription to show for, Easy Sleep Plaza will refund the money to the bank account of the customer. The customer is obligated to first obtain a valid prescription before ordering or paying for a product that requires a prescription.
- 8.7 This warranty does not apply in case of: A) and as long as the customer is in debt with Easy Sleep Plaza; B) the customer repairing or revising the delivered product or letting third parties repair or revise the product; C) the delivered product being exposed to abnormal circumstances or any other treatment that goes against the instructions given by Easy Sleep Plaza in the manual and/or brochure; D) problem is caused by governmental and regulatory requirements in regard to the product and the quality of the product.

Section 9. Payment

- 9.1 Easy Sleep Plaza accepts payments through credit cards or bank transfers that are approved by ESP or mentioned on the Easy Sleep Plaza website as accepted means of payment. Other means of payment (for instance per cheque) are only allowed with prior approval of Easy Sleep Plaza. Payment options can vary per country.
- 9.2 In case of bankruptcy or suspension of payment, claims of Easy Sleep Plaza and the obligations of the customer towards Easy Sleep Plaza are directly demandable.
- 9.3 In case Easy Sleep Plaza has to turn to a third party in order to claim what rightfully belongs to Easy Sleep Plaza, the customer is obligated to pay a fixed sum of 15 % of the indebted collection costs, with a minimum of 250 euro.
- 9.4 In case Easy Sleep Plaza can prove that it made higher costs, this will also be taken in consideration for reimbursement.
- 9.5 In case of a credit card payment the customer needs to give a valid credit card number and further information that is needed to process the order.
ESP will check the validity of the credit card via the credit card company and will process the

order as soon as the credit card is accepted. After an agreement is made (meaning after ESP has confirmed the availability of the product and the means of payment is accepted) ESP will charge the credit card.

Section 10. Passing of Ownership & Risk

- 10.1 Ownership of products passes to the customer on the later of receipt by Easy Sleep Plaza of full payment or delivery to the customer of the product. Easy Sleep Plaza may recover any products supplied at any time prior to ownership passing if the customer is in breach of these terms and conditions.
- 10.2 The products delivered by Easy Sleep Plaza which fall within the scope of retention of property can only be sold within the framework of normal business practice and can never be used as a means of payment.
- 10.3 The customer is not authorized to pawn the products that fall within the scope of retention of property, nor to encumber in any other way.
- 10.4 The customer gives ESP or a third party on behalf of ESP indisputable and imperative permission when ESP wants to practice her property rights to enter those places where ESP property is at that moment.
- 10.5 When third parties want to confiscate the delivered products that fall within the scope of retention of ownership, the customer is obligated to inform Easy Sleep Plaza as soon as can reasonably be expected.
- 10.6 The customer obliges to secure delivered products that fall within the scope of retention of ownership against fire, explosion- and water damage, as well as theft and to show the policy of insurance on a first request to Easy Sleep Plaza.

Section 11. Privacy

- 11.1 Easy Sleep Plaza respects the privacy of the online visitors to her website and is the only owner of the information that is obtained from the website, unless explicitly stated differently. This information will not be sold, shared or leased to thirds, other than for the purposes that are mentioned in our privacy statement.
- 11.2 Information on the identity of the online visitor on the Easy Sleep Plaza website, is voluntarily provided by the visitor. This information can be used within the Easy Sleep Plaza organization (and her subsidiary companies) to make a visit to our website as pleasant as possible. Besides that the information can be used for analyses and for obtaining information on the product portfolio of Easy Sleep Plaza. For this the customer clearly gives his/her permission. Easy Sleep Plaza is authorized to share information on the visitor in special circumstances, when there is reason to assume that the information is needed to identify or to come in contact with or to take legal proceedings with somebody who intentionally or not has infringed the rights or property of Easy Sleep Plaza, or other users of the Easy Sleep Plaza website or others who experience damage. Easy Sleep Plaza is authorized to share information when we in good faith think that the law requires this.
- 11.3 Easy Sleep Plaza collects non-personal information on our online visitors in order to determine the total amount of visitors, as well as the used type of Internet browser and the operating system. Personal data can be deleted upon request, as long as this doesn't require Easy Sleep Plaza disproportionate efforts or costs.
- 11.4 When you place your order you declare yourself to agree with,
 - 1. that your personal information, like your name, occupation, address, phone number and other information involving your person ("personal data"), will be used in accordance with the conditions you find in our privacy statement on the Easy Sleep Plaza website; and that asked personal information, depending on the situation is used for the execution of your order and for legal obligations

2. that processing your personal information is required for the execution of the agreement.

Section 12. Intellectual property rights and trademarks

- 12.1 Easy Sleep Plaza, Sambrosa and any other product or service name or slogan or logo or product information contained in the Easy Sleep Plaza website are trademarks and/or intellectual properties of ESP and its suppliers and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Easy Sleep Plaza or the applicable trademark holder. Ownership of all such trademarks and the goodwill associated therewith remains with Easy Sleep Plaza or the applicable trademark holder. You may not use any meta tags or any other "hidden text" utilizing any name, trademark, or product or service name of Easy Sleep Plaza without ESP's prior written permission. In addition, the look and feel of the EPS website (including all page headers, custom graphics, button icons, and scripts) is the service mark, trademark, and/or trade dress of Easy Sleep Plaza and may not be copied, imitated, or used (in whole or in part) without ESP's prior written permission.
- 12.2 Parties are bounded to ensure, for as far as possible, the secrecy with regard to confidential information that they come across when executing an agreement.

Section 13. Alterations in these terms and conditions and the Easy Sleep Plaza website

Easy Sleep Plaza may, in its sole and absolute discretion, change these terms and conditions from time to time. Easy Sleep Plaza posts notice of such changes on the site. If you object to any such changes, your sole recourse shall be to cease using the Easy Sleep Plaza website. Continued use of the Easy Sleep Plaza website following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. We recommend our customers to read these terms and conditions regularly. Agreements, that were made on prior agreements stay in full force, based on the agreements as they were on the moment the customer placed his/her order.

These terms, together with any additional terms to which you agree when using particular elements of the Easy Sleep Plaza website, constitute the entire and exclusive and final statement of the agreement between you and Easy Sleep Plaza with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and Easy Sleep Plaza with respect to such subject matter. The section titles in these terms are for convenience only and have no legal or contractual effect.

Although we regularly check the website on the accuracy of content, the information may contain inaccuracies, writing errors or wrong price indications. Easy Sleep Plaza is not liable or accountable for such errors. Easy Sleep Plaza is authorized to change/correct information with regard to products, services, prices and other published information on the Easy Sleep Plaza website at any time. We will change the content of the Easy Sleep Plaza website regularly.

Section 14. Law

These terms, agreements and the relationship between you and Easy Sleep Plaza shall be governed by the laws of the Netherlands as applied to agreements made, entered into, and performed entirely in the Netherlands, notwithstanding your actual place of residence.

Section 15. Disputes or questions

- 15.1 You can call Easy Sleep Plaza for any questions or complaints: 0031-577 461051. You can reach us from Monday to Friday from 9 o'clock until noon (except for Wednesdays). Complaints will usually be dealt with within 30 days. If for any reason this is not possible, the customer will be notified of the delay.
- 15.2 The customer has the right to turn to an independent disputes committee.