

General terms and conditions Snore-Breaker

preface

Below you will find our General Terms and Conditions. These always apply when you use or place an order through our Website. The General Terms and Conditions contain important information for you as a buyer. So read this carefully. We also recommend that you save or print these terms and conditions so that you can read them again at a later time.

Article 1. Definitions

- 1.1. **Snore-Breaker B.V.** : established in Hekendorp and registered with the Chamber of Commerce under registration number 63513943, trading under the name Snore-Breaker B.V.
- 1.2. **Website**: the website of Snore-Breaker B.V., which can be consulted via www.snore-breaker.com and all associated subdomains.
- 1.3. **Customer**: the customer who, whether or not acting in the exercise of a profession or business, concludes an Agreement with Snore-Breaker B.V. and / or registered on the Website.
- 1.4. **Agreement**: any arrangement or agreement between Snore-Breaker B.V. and Customer, of which agreement the General Terms and Conditions form an integral part.
- 1.5. **General Terms and Conditions**: the present General Terms and Conditions.

Article 2. Applicability of the General Terms and Conditions

- 2.1. On all offers, agreements and deliveries of Snore-Breaker B.V. the General Terms and Conditions apply, unless explicitly agreed otherwise in writing.
- 2.2. If the Customer includes provisions or conditions in his order, confirmation or communication containing acceptance that deviate from or do not appear in the General Terms and Conditions, these are for Snore-Breaker B.V. only binding, if and insofar as these are provided by Snore-Breaker B.V. expressly accepted in writing.
- 2.3. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, those conditions also apply, but in the event of conflicting conditions, the Customer can always invoke the applicable provision that is most favorable to him.

Article 3. Prices and information

- 3.1. All on the Website and in others from Snore-Breaker B.V. The prices quoted from the materials are inclusive of VAT and, unless stated otherwise on the Website, other levies imposed by the government.
- 3.2. If shipping costs are charged, this will be clearly stated in time for the conclusion of the Agreement. In addition, these costs will be shown separately in the ordering process.
- 3.3. The content of the Website has been compiled with the greatest care. Snore-Breaker B.V. cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information on the Website and in others from Snore-Breaker B.V. originating materials are therefore subject to obvious programming and typing errors.
- 3.4. Snore-Breaker B.V. cannot be held responsible for (color) deviations due to screen quality.

Article 4. Establishment of the Agreement

- 4.1. The Agreement is concluded at the time of acceptance by the Customer of the offer from Snore-Breaker B.V. and meeting the requirements imposed by Snore-Breaker B.V. stated conditions.
- 4.2. If the Customer has accepted the offer electronically, Snore-Breaker B.V. without delay electronically the receipt of the acceptance of the offer. As long as receipt of this acceptance has not been confirmed, the Client has the option to dissolve the Agreement.
- 4.3. If it appears that the Customer has provided incorrect information when accepting or otherwise entering into the Agreement, Snore-Breaker B.V. the right to comply with its obligation only after the correct information has been received.

4.4. Snore-Breaker B.V. can obtain information, within legal frameworks, of whether the Client can meet his payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If Snore-Breaker B.V. based on this investigation has good reasons not to enter into the Agreement, he is entitled to refuse an order or request or to attach special conditions, such as advance payment, to the execution.

Article 5. Implementation of the Agreement

5.1. As soon as the order by Snore-Breaker B.V. is received, Snore-Breaker B.V. the products with due observance of the provisions of paragraph 3 of this Article as soon as possible.

5.2. Snore-Breaker B.V. is entitled to engage third parties in the performance of the obligations arising from the Agreement.

5.3. The delivery time is in principle 3-5 working days. The method of delivery can take place in different ways and is at the discretion of Snore-Breaker B.V.

5.4. If Snore-Breaker B.V. is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case, the Customer can agree to a new delivery date or he will be given the option to dissolve the Agreement free of charge.

5.5. Snore-Breaker B.V. recommends that the Customer inspect the delivered products and report any defects found within a reasonable time, preferably in writing. See further the Article on warranty and conformity.

5.6. As soon as the products to be delivered have been delivered to the specified delivery address, the risk with regard to these products will pass to the Customer. If explicitly agreed otherwise, the risk will transfer to the Client earlier. If the Customer decides to collect the products, the risk will pass upon transfer of the products.

5.7. Snore-Breaker B.V. is entitled to deliver a similar product of similar quality as the ordered product, if the ordered is no longer available. The Customer is then entitled to dissolve the Agreement free of charge and to return the product free of charge.

Article 6. Right of withdrawal

6.1. This article only applies to the Client, being a natural person who is not acting in the exercise of his profession or business.

6.2. The Customer has the right to cancel the Agreement concluded remotely with Snore-Breaker B.V. within 30 days after receipt of the product, without giving reasons, to dissolve free of charge.

6.3. The period starts on the day after the Customer, or a third party designated by him in advance, who is not the carrier, has received the product, or:

- if the Customer has ordered several products in the same order: the day on which the Customer, or a third party designated by him, has received the last product;
- if the delivery of a product consists of several shipments or parts: the day on which the Customer, or a third party designated by him, received the last shipment or the last part;
- in the case of Agreements for regular delivery of products during a certain period: the day on which the Customer, or a third party designated by him, has received the first product.

6.4. The customer must bear the return costs himself, if these costs are higher than the regular postal rate, Snore-Breaker B.V. an estimate of these costs. The shipping costs incurred by the Customer when purchasing the product are not included in the costs for the return and remain for the Customer's own account.

6.5. Within the withdrawal period referred to in paragraph 1, the Client will handle the product and packaging with care.

6.6. The Customer can dissolve the Agreement in accordance with the term set in paragraph 1 of this Article by sending the model withdrawal form (digitally) to Snore-Breaker B.V., or in another unambiguous manner to Snore-Breaker B.V. to indicate that he / she is renouncing the purchase. After dissolution, the Customer has 14 days to return the product. It is also possible to return the product immediately within the reflection period stated in paragraph 1 of this Article, provided that the model withdrawal form or other unambiguous statement for withdrawal is enclosed.

Products can be returned to:

Snore-Breaker B.V.
Goejanverwelle 3
3467PN, Hekendorp

6.7. Amounts already paid (in advance) by the Client will be refunded to the Client as soon as possible, but no later than 14 days after dissolution of the Agreement, in the same way as the Client paid for the order. Unless Snore-Breaker B.V. offers to collect the product himself, Snore-Breaker B.V. wait to pay back until Snore-Breaker B.V. has received the product or until the Customer demonstrates that he has returned the product, whichever is the earlier.

6.8. Information about whether or not the right of withdrawal is applicable and any desired procedure will be clearly stated on the Website in good time before the Agreement is concluded.

6.9. The right of withdrawal does not apply:

- **On Snore-Breakers of which the seal of the product packaging has been broken. These cannot be returned due to hygiene.**

Article 7. Payment

7.1. Customer must make payments to Snore-Breaker B.V. according to the payment methods indicated in the order procedure and possibly on the Website. Snore-Breaker B.V. is free in the choice of offering payment methods and these may also change from time to time. In case of payment after delivery, the Client has a payment term of 14 days, starting on the day after delivery.

7.2. If the Customer does not fulfill his payment obligation (s) on time, this will be due after he has been paid by the Snore-Breaker B.V. attention has been paid to the late payment and Snore-Breaker B.V. the Customer has granted a period of 14 days to still fulfill his payment obligations, after non-payment within this 14-day period, the statutory interest is due on the amount owed and Snore-Breaker B.V. entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum of € 40. Snore-Breaker B.V. may deviate from the stated amounts and percentages in favor of the Client.

Article 8. Warranty and conformity

8.1. This article only applies if there is a Client who is not acting in the exercise of his profession or business. If Snore-Breaker B.V. a separate warranty is given on the products, without prejudice to the aforesaid, this applies to all types of Customers.

8.2. Snore-Breaker B.V. guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the Agreement. Snore-Breaker B.V. does not guarantee any other than normal use.

8.3. If the delivered product does not comply with the Agreement, the Customer must within a reasonable period after he has discovered the defect Snore-Breaker B.V. inform them accordingly.

8.4. If Snore-Breaker B.V. considers the complaint to be well-founded, the relevant products will be repaired, replaced or reimbursed after consultation with the Client. The maximum compensation is, with due observance of the Article regarding liability, equal to the price paid by the Customer for the product.

Article 9. Guarantee for business purchases

9.1. Snore-Breaker B.V. guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the Agreement. Snore-Breaker B.V. does not guarantee any other than normal use.

9.2. If the delivered product does not comply with the Agreement, the Customer must within a reasonable period after he has discovered the defect Snore-Breaker B.V. inform them accordingly. If the Customer does not do this, he can no longer claim repair, replacement, etc., if the product has been delivered defective.

9.3. If Snore-Breaker B.V. considers the complaint to be well-founded, the relevant products will be repaired, replaced or (partly) reimbursed after consultation with the Client.

Article 10. Complaints procedure

10.1. If the Customer has a complaint about a product (in accordance with Article regarding warranty and conformity) and / or about other aspects of the services of Snore-Breaker B.V., he can contact Snore-Breaker B.V. file a complaint by telephone, e-mail or post. See the contact details at the bottom of the General Terms and Conditions.

10.2. Snore-Breaker B.V. gives the Customer a response to his complaint as soon as possible, but in any case within 14 days after receipt of the complaint. If it is not yet possible to give a substantive or definitive response, Snore-Breaker B.V. within 14 days after receipt of the complaint, confirm the complaint and indicate the period within which it expects to give a substantive or definitive response to the complaint from the Client.

10.3. A customer who is not acting in the exercise of his profession or business can also submit a complaint via the European Dispute Resolution platform, which can be reached at <http://ec.europa.eu/odr/>.

Article 11. Liability

11.1. This Article only applies if the Client is a natural or legal person acting in the exercise of his profession or business.

11.2. Snore-Breaker B.V. is not liable for damage caused by the use of a product.

11.3. The total liability of Snore-Breaker B.V. towards the Client due to an attributable shortcoming in the performance of the Agreement is limited to compensation of a maximum of the amount of the price stipulated for that Agreement (including VAT).

11.4. Liability of Snore-Breaker B.V. towards the Customer for indirect damage, including in any case - but expressly not exclusively - consequential damage, loss of profit, lost savings, loss of data and damage due to business interruption.

11.5. Apart from the cases referred to in the previous two paragraphs of this Article, Snore-Breaker B.V. no liability towards the Client for compensation, regardless of the ground on which an action for compensation would be based. However, the limitations referred to in this Article will lapse if and insofar as damage is the result of intent or gross negligence on the part of Snore-Breaker B.V.

11.6. The liability of Snore-Breaker B.V. towards the Customer due to an attributable shortcoming in the fulfillment of an Agreement only occurs if the Customer Snore-Breaker B.V. immediately and properly in writing, setting a reasonable term to remedy the shortcoming, and Snore-Breaker B.V. continues to fail to fulfill its obligations even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Snore-Breaker B.V. is able to respond adequately.

11.7. A condition for the existence of any right to compensation is always that the Customer will send the damage to Snore-Breaker B.V. in writing as soon as possible, but no later than 30 days after the occurrence thereof. reports.

11.8. In case of force majeure, Snore-Breaker B.V. not obliged to pay compensation for any damage caused to the Client as a result.

Article 12. Retention of title for Business Purchases

12.1. All delivered goods remain the property of Snore-Breaker B.V. until all claims that Snore-Breaker B.V. Business Customer has been paid in full (including any related (collection) costs and interest).

12.2. Before the transfer of ownership referred to, the Business Customer is not authorized to sell, deliver or otherwise dispose of these goods, other than in accordance with his normal business and the normal destination of the goods. In addition, the Business Client is not permitted to pledge these items or to grant any other right to them to third parties as long as the ownership of these items has not passed to the Business Client.

12.3. Business Customer is obliged to carefully and as recognizable property of Snore-Breaker B.V. the goods that have been delivered under retention of title. to preserve.

12.4. Snore-Breaker B.V. is entitled to take back the goods that have been delivered under retention of title and are still present at the buyer if the Business Customer does not ensure timely payment of the invoices or is or is in danger of being in payment difficulties.

12.5. Business Customer will use Snore-Breaker B.V. provide free access at all times to its goods for inspection and / or to exercise the rights of Snore-Breaker B.V.

Article 13. Personal data

13.1. Snore-Breaker B.V. processes the personal data of the Client in accordance with the privacy statement. This can be found on the website www.snore-breaker.com.

Article 14. Intellectual property rights

All intellectual property rights (such as: copyrights, logos, word marks) on our texts, photos, images and other materials are our property (or are managed by us with the permission of the owner). Your use should not infringe this.

Article 14. Final provisions

14.1. Dutch law applies to the Agreement.

14.2. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court in the district where Snore-Breaker B.V. is established.

14.3. If a provision in these General Terms and Conditions proves to be invalid, this will not affect the validity of the entire General Terms and Conditions. In that case, the parties will determine (a) new provision (s) as a replacement, thus giving shape to the intention of the original provision as much as legally possible.

14.4. In these General Terms and Conditions, "in writing" also includes communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

Contact details

If you have any questions, complaints or comments after reading these General Terms and Conditions, please feel free to contact us in writing or by e-mail.

Snore-Breaker B.V.
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