

# Terms DoodleComfort.com

## 1. Relevance

1. These Terms & Conditions apply to all offers DoodleComfort.com and all agreements entered into with DoodleComfort.com.
2. In addition to these Terms and Conditions as expressly stated Additional Conditions apply to certain services and / or products.
3. The provisions in these Terms and Conditions may be waived only if expressly agreed in writing, in which case the other provisions of these Terms will remain in full force and effect.
4. Should the purchaser referring to his terms, and conditions are not apply unless it is expressly agreed in writing by DoodleComfort.com
5. The website DoodleComfort.com focuses exclusively on the Dutch market.
6. The purchaser is defined every visitor of the site or any natural or legal person with DoodleComfort.com in a contractual relationship kind has or will have.
7. DoodleComfort.com reserves the right to change these terms from time to time to modify or to complete.
8. By using the Web site DoodleComfort.com and / or placing an order the purchaser accepts these Terms and any other rights and obligations as stated on the website.
9. DoodleComfort.com is authorized to make the implementation of a use of a third party agreement with the purchaser.

## 2. Offers and agreements

1. Offers or quotations should be regarded as an invitation to the potential buyers to make an offer. DoodleComfort.com is in no way bound, unless it is clearly written and recorded. Acceptance the solicitation of an offer by the potential seller as a offer and leads only to a conclusion of an agreement as to the other provisions of this Article.
2. Offers are valid while stocks last. With offers on the website this statement or by telephone, or by fax, or by e-mail, made.
3. A personalized quotation is valid for one (1) week, unless different period is stated in the offer.
4. An offer from the potential buyer as specified in Article 2.1 shall be deemed to be made in one of the following conditions:
  - The potential buyer has indicated which product and / or service he wants received - an offer by the Buyer has been signed and received by DoodleComfort.com case by DoodleComfort.com a personalized offer is made;
  - The potential buyer has entered in the appropriate input screen data of the website and the relevant data (. order form.) to DoodleComfort.com via electronically sent and received by DoodleComfort.com.
5. A contract is concluded at the time an order to Buyer is delivered or, in the case of supply through the website is done by e-mail

sent to the specified e-mail address by the Buyer.

6. Copper and DoodleComfort.com expressly agree that by utilizing electronic communication constitute a valid contract is concluded as soon as the conditions in Article 2.4 and 2.5. In particular, the lack of a signature does not affect the binding force of the offer and the acceptance. The electronic files will DoodleComfort.com insofar the law allows, as a presumption of proof.

7. Information, images, oral communications, by telephone or via e-mail statements of applicability with respect to all items and the main characteristics of the products as accurately as possible (again) or done. However DoodleComfort.com does not guarantee that all offers and products with the information given or applicability consistent. Deviations can principle not lead to compensation and / or dissolution.

### **3. Price**

1. All prices are expressed in euros, in line with the legal requirements in this regard, and are inclusive of VAT.
2. Special offers are only valid for the period as stated in the offer. This listing is printed or listed on the website regarding this special offer. These periods are always similar.
3. The buyer is the price that DoodleComfort.com confirmed in accordance with Article 2.5 of these conditions has communicated. Apparent (manipulation) mistakes in the price, such as obvious inaccuracies, can even after the completion of the agreement to be corrected. DoodleComfort.com by
4. Delivery costs are not included in the price.
5. DoodleComfort.com calculates 10.00 euros administration and delivery costs per shipment.
6. This fee is waived if the buyer places an order with a minimum of € 150.00 per transaction.
7. DoodleComfort.com may be required to lift some specific statutory contributions of its products. Such contributions are not included in the price and will expressly stated on the website.

### **4. Payment**

1. Orders through the website can be paid. Exclusively by Ideal If desired, can be supplied by means of payment. You will need a separate email with this request send to DoodleComfort.com. After receiving the payment, the order is processed and the goods sent. DoodleComfort.com can the payment options in the future expanding. There is also the option to pay by invoice. Companies
2. In case a payment is agreed by DoodleComfort.com that goes through the Just expiry of this period, the buyer is in default. Payment can agreed to impose and then agreed to in writing only with conditions.
3. In case of non or late payment by the Buyer, the day on which payment was due instead have been received until the date of full payment on the outstanding interest of 1.5% per month, one month for a full month is counted.

4. Be borne by the Buyer will provide all the (extra) judicial costs of any nature whatsoever DoodleComfort.com as a result of breach by Buyer of its To make. (Payment) obligations

5. In the event of late payment DoodleComfort.com authorized the agreement with to terminate or suspend until the time (further) supply immediately which the Purchaser has complied with the payment in full payment of interest and fees included.

### **5. Supply and delivery**

1. Orders will be delivered as soon as possible. In principle, and enough stock aims DoodleComfort.com committed to orders up to 7 days after receipt of the send payment. Delivery time is listed as an indication and is never a deadline. DoodleComfort.com can more information on delivery times on the create website or otherwise in writing. Such information is only indicative.

2. If a product is temporarily out of stock will be ordered by the Buyer shall be indicated when the product is available again. Delays will be at the Buyer reported. by e-mail, or by telephone or by fax

3. Delivery will be by the buyer at the conclusion of the agreement specified address.

4. Once the products to be delivered to the specified delivery address, the risk where these products are transferred to the Buyer. This rule applies only if risk the total amount of the order is not higher than 5.000, -. At higher amounts, the risk to the Buyer at the time the order has been issued to the carrier.

5. For deliveries abroad, other conditions may apply.

### **6. Exchange / refund**

1. Items like toys, food, grooming and cosmetics and personified products are not eligible for exchange / refund. For the Other articles is a return period of 14 days if the item in good order and in the original packaging within 14 days of receipt will be returned to the DoodleComfort.com with reasons, which previously reported to DoodleComfort.com and by DoodleComfort.com has been approved.

### **7. Retention of title**

1. Ownership of products, notwithstanding the actual delivery, the Purchaser about, after all that Copper Copper in respect of any agreement with DoodleComfort.com is due, in full, including payment of interest and expenses, including previous or subsequent deliveries and in respect of the products performed or to be performed.

2. The Buyer may products before ownership is transferred, not taxing, sell, resell, transfer or otherwise encumber.

### **8. Warranty and liability**

1. DoodleComfort.com guarantees that the delivered goods meet the usual requirements and standards which can be made and are free from any defects.

2. The purchase is evidence regarding the warranty.

3. DoodleComfort.com is never obliged to pay any compensation to the Buyer or others, unless there is intent or gross negligence on the part of DoodleComfort.com. DoodleComfort.com is never liable for consequential loss, indirect damages and profits or turnover. If for any reason DoodleComfort.com is also obliged to compensate any damages beyond the compensation shall never exceed than an amount equal to the invoice value to the product or service which caused the damage.

a Notwithstanding the provisions of this article, there can be no question of a guarantee if wear can be regarded as normal and in the following cases:

- If the original invoice can not be constructed, altered or defaced made;

- If defects are the result of not using the corresponding destination or improper use;

- If damage is caused by intent, gross negligence or negligence.

b. The Purchaser shall indemnify any third-party claims DoodleComfort.com held relation to the contract may claim, as far as the law against DoodleComfort.com it does not preclude that the damages and costs borne by the Purchaser to come.

The Buyer is obliged to return the product to order a DoodleComfort.com to achieve. proper assessment and handling of warranty claims If a complaint is upheld DoodleComfort.com obligated itself to deliver a equivalent product unless otherwise agreed.

## **9. Force Majeure**

1. In case of force majeure DoodleComfort.com not kept its obligations to the Buyer to meet the obligation is suspended for the duration of the respective majeure.

2. Force majeure shall mean any circumstance beyond its control, thus fulfilling its obligations to the buyer in whole or in part is prevented.

These circumstances include strikes, fires, breakdowns, power failures, non or late delivery by suppliers or other enabled third parties and the lack of any available government issued license. Also Force majeure shall include failures in (telecommunications) networks or connection or communication and / or at any time not available from the website.

## **10. Intellectual property**

1. The Buyer acknowledges that all intellectual property rights of information, communications or other expressions concerning the products and / or related to the site belong to their DoodleComfort.com suppliers or other claimants.

2. Intellectual property includes patents, copyrights, trademarks, drawings and design rights and / or other (intellectual property) rights, including includes a sui generis rights in databases and topography semiconductor products, or other productions as well. whether or not patentable technical and / or commercial know-how, methods and concepts.

3. It is the buyer to make including making changes prohibited use understood, of intellectual property rights as described in this article, such as as reproduction, without the express prior written permission DoodleComfort.com, its suppliers or other claimants unless it is for private use in relation to the product itself.

#### **11. Personal Information**

1. DoodleComfort.com, the data from the purchaser exclusively in accordance with its privacy policy. DoodleComfort.com will observe the applicable privacy regulations and legislation.

#### **12. Applicable law and competent court**

1. All offers and agreements are subject to Dutch law.

#### **13. Disputes**

1. All disputes relating to or arising out of Be submitted to DoodleComfort.com or agreements with DoodleComfort.com the competent court in Amsterdam, unless the law explicitly another judge as authorized designates.

#### **14. Miscellaneous**

1. DoodleComfort.com is based in Nieuwegein and registered at the Chamber of Commerce under No. 51793024 The VAT identification NL176618855.B01 Please send all correspondence regarding whether to send these conditions DoodleComfort.com, Faunalaan 49 3972PP Driebergen, or to the e-mail address info@DoodleComfort.com as instructed on the website.

2. DoodleComfort.com strives to receive e-mails during office hours answer. DoodleComfort.com of

#### **15. Privacy Statement**

What does DoodleComfort.com with your data?

The purpose of the processing of the data is:

- The processing of your order, payment and delivery of the correct delivery address;
- Promoting the usability of website;
- It can do (personalized) offers and promotions or providing relevant information for you or news.

The personal data shall only be processed for the above mentioned purposes.