



TERMS & CONDITIONS

CONTRACTING PARTIES AND SCOPE

These Terms & Conditions govern contracts between the customer and Natural Sleep, Inhaberin Nadia Diraä, Aspenweg 3, CH-5436 Würenlos (hereinafter referred to as Natural Sleep). They are based on Swiss law and are applicable within Switzerland only. The customer is required to explicitly accept their most recent version upon conclusion of the contract. If any clause of these Terms & Conditions is deemed invalid or void, that clause will be deemed severable and will not affect the validity and enforceability of any remaining clause. Provisions differing from these Terms & Conditions shall only take effect if both contracting parties have explicitly agreed upon them in writing. Any terms and conditions of purchase of the customer shall not be recognized.

SUBJECT OF THE CONTRACT

This contract governs the sale of new textile products via Natural Sleep's online shop. All details regarding the respective product offering can be found on the corresponding product details page.

CONCLUSION OF THE CONTRACT

The contract is concluded exclusively by means of electronic communication via Natural Sleep's online shop. Product offerings of the online shop represent a non-binding request to the customer to submit an offer in the form of an order, which Natural Sleep may accept.

The ordering (or checkout) process leading to the conclusion of a contract comprises the following steps:

- selecting of one or more products with the desired properties (in particular size, colour and quantity);
- adding of one or more products to the shopping basket (products can be removed again from the shopping basket by clicking the button "X");



- initiating the actual checkout process by clicking the button "PROCEED TO CHECKOUT";
- entering billing and delivery address;
- selecting a delivery method;
- selecting a payment method;
- reviewing and possibly correcting (by means of the button "EDIT") the order and all data entered;
- legally binding purchase of all items contained in the shopping basket by clicking the button "BUY NOW";
- e-mail sent automatically by Natural Sleep to confirm that the order has been received.

The moment in which the purchase contract is concluded depends on the chosen payment method (see section Terms of Payment):

- In case of advance payment via bank transfer the contract is concluded by sending the confirmation e-mail.
- In case of advance payment via PayPal the contract is concluded by a successful payment transaction covering the complete invoiced amount.

If the ordered goods exceed common household quantities, Natural Sleep is entitled to accept the customer's offer only partially such that a purchase contract is concluded only with regard to the accepted parts.

CONTRACT TEXT

Natural Sleep keeps a copy of the contract text and sends the customer both order data and these Terms & Conditions by e-mail. If the customer has a customer account with Natural Sleep and has been logged in with his/her account credentials during the checkout process, the order data is linked to the customer account. In that case, the customer can retrieve information on previous orders at any time by logging in with his/her account credentials and selecting the menu "My Account > My Orders".

TERMS OF PAYMENT

All prices are final prices in Swiss Francs and include the value-added tax (VAT) rate applicable at the day of invoice, except for Natural Sleep has been exempted from the liability to charge VAT at this day.

Currently the customer can pay the invoiced amount by one of the following means:

- Advance payment via bank transfer to a Swiss bank account specified by



Natural Sleep. The invoiced amount is due as soon as the customer receives a request for payment along with the confirmation e-mail. The customer is obliged to transfer the invoiced amount (without any discount) to the bank account given by Natural Sleep within ten business days. Once this period has expired, the customer is in default even without notice and Natural Sleep may withdraw from the purchase contract (see section Right to Return and Right to Withdraw). Receipt of payment is confirmed to the customer by e-mail.

- Advance payment via the external payment service provider PayPal Pte. Ltd. (PayPal).

No further payment methods are offered and payments made in different ways are rejected.

The customer shall receive the invoice along with the delivery at the latest. All ordered goods remain property of Natural Sleep until full payment has been received.

TERMS OF DELIVERY

All products are shipped to delivery addresses inside Switzerland only. Natural Sleep ships all products from its own stock, typically within two to seven business day upon receipt of payment. A more precise delivery period is given for each product on the corresponding product details page. This delivery period may be significantly longer, in particular for products that are tailored according to customer requests. If an order comprises several products with different delivery periods, all items are shipped as a single consignment as soon as all products are ready for shipment. In case of a delayed delivery, Natural Sleep shall inform the customer by e-mail immediately.

RIGHT TO RETURN AND RIGHT TO WITHDRAW

Natural Sleep's offering solely aims at customers with a place of residence inside Switzerland and all products are shipped to addresses inside Switzerland only. Consequently, regulations regarding the right to return issued by member states of the European Union explicitly do not apply.

Natural Sleep voluntarily offers the customer a right to return for a period of 14 calendar days upon initial shipment of the goods. This voluntary right to return is subject to the following conditions:

- goods and packaging are not damaged,
- goods are clean and unused,
- goods have not been tailored according to the customer's request.

For making use of this voluntary right to return, the customer needs to send back the properly packaged goods within the return period to the following address:



Natural Sleep, Inhaberin Nadia Diraä, Aspenweg 3, CH-5436 Würenlos. The customer bears the full cost and full risk of returning the goods. Upon receipt of the goods Natural Sleep is going to refund to the customer that part of the invoiced amount (but excluding delivery cost) that corresponds to the returned goods. The refund is transferred to a Swiss bank account specified by the customer.

If the customer defaults on the invoiced amount (see section Terms of Payment), Natural Sleep may withdraw from the purchase contract by means of an immediate notification sent to the customer by e-mail. After such an e-mail has been sent, Natural Sleep is entitled to offer the goods that the customer failed to pay to other customers. In case the customer had already paid a fraction of the invoiced amount, this fraction is refunded to the customer by transferring it to a Swiss bank account specified by the customer.

WARRANTY

Warranty terms are governed by Swiss law. In particular, if any product is faulty due to flawed material or manufacturing, within two years upon receipt of the product the customer has the right to either invalidate the purchase of the product or to receive a compensation for the loss in value. The customer is obliged to inspect the delivered products and to notify Natural Sleep of any fault promptly.

The customer acknowledges that products made in an organic manner from natural fibres may slightly deviate in colour from the ones depicted on the respective product details pages.

CHOICE OF JURISDICTION

For disputes arising from consumer contracts, the court at the place of residence of the customer or that one at the registered office of Natural Sleep is responsible for claims brought by the customer, and the court at the place of residence of the customer is responsible for claims brought by Natural Sleep. For all other disputes, solely the court at the registered office of Natural Sleep is responsible.

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