

GENERAL TERMS AND CONDITIONS

The general conditions of online sales www.sleepy.si are compiled in accordance with the Consumer Protection Act (ZVPot), the Personal Data Protection Act (ZVOP-1) and the Electronic Communications Act (ZEKom-1).

The online store www.sleepy.si is managed by the company **SLEEPY ODEJICE, Maja Plaskan s.p., Pirešica 1a, Velenje, 3320 Velenje**, registration number: 8481784000, tax number: 24416363, which is also a provider of e-commerce services on sleepy.si.

The user is the person who uses our system, ie the customer in the online store.

Purchase of items in the online store is possible without registration and registration in the online store at www.sleepy.si

The General Terms and Conditions deal with the operation of Sleepy.si online stores, user rights and business relations between the provider and the customer.

Availability of information (summary of legislation)

The provider undertakes to always provide the buyer with the following information:

- contact information that enables users to communicate quickly and efficiently (e-mail, telephone),
- the essential characteristics of the goods or services (including sales services and guarantees),
- availability of items (any item or service offered on the website should be available within a reasonable time),
- conditions of delivery of items or enforcement services (method, place and deadline of delivery),
- all prices must be clearly and unambiguously set and clearly displayed, unless they include taxes and transport costs,
- method of payment and delivery,
- time validity of the offer,
- the period within which it is still possible to suspend the contracts and the conditions for suspension; in addition, if and how much it costs the buyer to return the item,
- an explanation of the complaint procedure, including any details of contact persons or customer service

Purchase of products

Add the selected product to the cart, then follow a simple purchase that does not require registration and allows you to purchase products as a guest. If you are buying for the first time and you encounter a problem, contact us via the contact form - we will be happy to help you.

Methods of payment

The provider allows the following methods of payment:

- by transfer to the account of the manager of SLEEPY ODEJICE, Maja Plaskan s.p. (according to the offer / proforma invoice)
- by payment or credit card via PayPal

Security of purchase

The provider uses SSL technology to transfer all data users, which encrypts all information sent to users. In case of non-fulfillment of mandatory input fields, the system automatically detects an error and a warning to users before placing an order.

Prices

All prices are final unless explicitly stated otherwise. VAT is not calculated on the basis of paragraph 1 of Article 94 of ZDDV-1.

Prices are valid at the time of placing the order and have no pre-determined validity.

Prices are valid in case of payment with the above payment methods, under the above conditions.

The key to extraordinary efforts to provide the best up-to-date and accurate information may be that the price information is incorrect. In this case, in the event that the price of the item changes during the processing of the order, the provider will allow the buyer to stop from the purchase, and at the same time the provider will offer the buyer a solution that will go to mutual satisfaction.

The online store www.sleepy.si includes the right to be able to complete the order, which you agree to perform under the stated conditions in the data that are no longer available. If the user would have already paid according to the proforma invoice, in this case the provider shows that the purchase price is included in the delivery costs within 8 working days.

Issuance of invoice

Online store www.sleepy.si to the customer after the services of sending the electronic invoice of the ordered items to the customer's e-mail address. The invoice shows the price and all costs related to the purchase. The buyer is obliged to check the correctness of the data on the issued invoices. Subsequent advertisements are not considered.

Purchase process

- Order: After placing an order, the customer first receives an email notification to accept it. Upon prior notice, the buyer must pay the full amount of the order within 48 hours (valid for working days). If the customer does not settle the order, the order is canceled.
- Order confirmed: When the customer pays for the order, the order goes into further production. The bidder may call the buyer on his contact telephone number to verify the data or ensure the accuracy of the delivery. The seller will notify the buyer of the exact delivery of the goods if the material may not be in stock.
- Goods dispatched: The bidder prepares, dispatches the goods within the agreed deadline and notifies the buyer by e-mail.
- Return of items: As each product on the website www.sleepy.si is made individually according to each individual order, stopping from the contract and the possibility of return is not possible.

Return and exchange of goods and the right to withdraw from the purchase

As a customer you have a 14 days right of withdrawal under the distance contract law. The withdrawal period begins to run from the day you have received the item. The product should be in un-used condition and well packed, preferably in original packaging. You have to notify us about the return by this mail - info@sleepy.si or in our contact form. In the email / message you need to state Your name, address, e-mail address, order number and the item you want to return. When we receive the item and review it, we will refund the money you paid for the item.

Because each product on our website is handmade, exchanging product for another product not possible. Thank you for your understanding.

Complaints and warranty

Upon receipt of a damaged, defective or defective product, the buyer must immediately or no later than 14 days from the date of purchase by notifying the product provider in writing to the email address sleepychunkyblankets@gmail.com. The bidder is obliged to monitor and promptly resolve all claims submitted by the buyer. You can, by prior arrangement with us, return the shipment to our address via our courier. The courier will pick up the advertised shipment from you, at our expense. There is no other way to return at our expense! When enforcing the guarantee, we operate in accordance with the Consumer Protection Act (ZVPot). In the event that the package you receive when ordering goods is physically damaged, lacks content or shows signs of opening, the customer must initiate a complaint procedure with the delivery service.

Material error

In the event of a defect, the customer can file a claim for a material defect for each purchased product.

Definition of material error:

The provider is responsible for material defects of the product. The error is real if:

- the product does not have the properties necessary for its normal use or marketing,
- the product does not have the properties necessary for the specific use for which the buyer is buying it, but which was known to the seller or should have been known to him,
- the product does not have the characteristics and features that have been explicitly or tacitly agreed or prescribed.
- if the bidder has delivered a product that does not match the sample or model, unless the sample or model was shown for notification only.

Checking the suitability of the product

The suitability of a product for normal use shall be verified against normal goods of the same type and taking into account the tenderer's statements of product characteristics made by the tenderer or manufacturer through advertising, product presentation or product indications.

Enforcement of rights arising from a material error

The Buyer may exercise his rights arising from a material defect if he notifies the Seller of the defect within two (2) months from the date on which the defect was discovered. The buyer must describe the defect in detail in the defect notice and allow the seller to inspect the thing. The seller is not liable for material defects in the goods that appear after two (2) years have elapsed since the thing was delivered. A defect in property shall be deemed to have existed at the time of extradition if it occurs within six (6) months of extradition.

The buyer, who has correctly notified the seller of the defect, has the right to request from the seller one of the following options: 1) to rectify the defect in the goods, 2) to return part of the amount paid in proportion to the defect, 3) to replace the defective goods with a new one faultless goods or 4) to refund the amount paid to him. In any case, the buyer also has the right to demand compensation from the seller, and in particular to reimburse the costs of materials, spare parts, labor, transfer and transport of products incurred in fulfilling the obligations under the previous sentence.

If the existence of a defect in the goods or. the product is not in dispute, the seller must comply with the buyer's request as soon as possible and no later than within eight (8) days. If the existence of a defect in the goods or. disputed product, the seller must respond to the buyer in writing to his request no later than eight days after receipt of the buyer's request.

Responsibility of the seller or. the provider for material defects is not given in cases arising from the sphere of the buyer (or third party), especially if they occur due to improper use, mechanical damage or unauthorized interference (eg repairs, processing, disassembly of goods or products,...).

The form for asserting consumer rights when a material defect is found on a product will be sent to your e-mail address in case you want to assert a material defect in your product.

The customer fills in the **Form for exercising consumer rights upon finding a material defect on the product** (or writes a statement with all the information required in the form) and sends it together with the product on which he claims a material defect, to the provider or. to the seller by registered mail (or by delivery service) to the seller's address or provider: Sleepy odejice, Maja Plaskan s.p., Pirešica 1a, 3320 Velenje.

The right to assert a material error on an item and the provider's liability for material errors are regulated in more detail by the provisions of the Consumer Protection Act and the Code of Obligations.

Delivery

The bidder will deliver the goods or services within the agreed time. Contractual delivery partner shipments is GLS Slovenia, but the provider reserves the right to choose another delivery service if it will be able to fulfill the order more efficiently.

Protection of personal data

The provider undertakes to permanently protect all personal data of the user. The provider will use personal data exclusively for the purpose of fulfilling the order (sending information material, offers, invoices) and other necessary communication. Under no circumstances will the user's data be passed on to unauthorized persons.

Disclaimer

The provider makes every effort to ensure that the information published on its pages is up-to-date and correct. Nevertheless, the characteristics of the items or the price may change so quickly that the provider fails to correct the information on the websites. In such a case, the provider will notify the customer of the changes and allow him to withdraw from the order or replace the ordered item.

The provider is not responsible for the content of opinions on articles written by visitors. Prior to publication, the opinion provider reviews and rejects those that contain obvious untruths, are misleading or offensive. The provider is not responsible for the information in the opinions and disclaims any liability arising from the information in the opinions.

Although the provider strives to provide accurate photographs of the items sold, all photographs should be taken as symbolic. The photos do not guarantee the properties of the product.

Cookies and advertising

Cookies are small text files that are stored on your computer when you visit our website and do not harm your hardware or software. Their storage is under the full control of the user's browser - the user can restrict or disable the storage of cookies if desired. Cookies are not harmful and are always time-limited.

The use of cookies in the European Union (EU) is governed by the Privacy and Electronic Communications Directive 2002/58 / EC, the article relating to cookies and similar technologies has been amended by Directive 136/2009.

In Slovenian legislation, the use of cookies is determined by the Electronic Communications Act or ZEKom-1 (Official Gazette No. 109/2012), Article 157 of which represents the legal basis for the care for the privacy of Internet users.

The website www.sleepy.si uses cookies for the operation of the site, which do not store personal data, but monitor the activities of visitors and interest in order to provide a better user experience. By using the website, visitors agree to their use.

Treatment of damaged shipments (damages)

If, upon receipt of the shipment, you notice that the item or shipment is physically damaged, lacks content or shows signs of opening, you can file a claim procedure with GLS.

If you find that an item or physical shipment is damaged, missing content, or showing signs of opening, you can file a claim for damages. Damage must be reported within 7 calendar days from the date of receipt of the package by e-mail sleepychunkyblankets@gmail.com. When reporting the damage, we will also need photos of the package, (inner) packaging, damaged items, GLS stickers and a description of the damage. You can also arrange with the clerk to pick up the damaged package at your address.

Complaints and disputes

The provider complies with applicable consumer protection legislation. The provider makes every effort to fulfill its duty to establish an effective complaint handling system and to designate a person with whom, in the event of problems, the customer can contact by telephone or e-mail.

The bidder will acknowledge receipt of the complaint within five working days, inform the buyer how long it will take to process it and keep him informed of the progress of the procedure.

The provider is aware that the essential feature of a consumer dispute, at least as far as judicial settlement is concerned, is its disproportion between the economic value of the claim and the costs incurred in resolving the dispute itself. This is also the main obstacle to the consumer not initiating a dispute in court. Therefore, the provider strives to the best of its ability to resolve any disputes amicably.

Out-of-court settlement of consumer disputes

In accordance with the legal norms of SLEEPY ODEJICE, Maja Plaskan s.p. does not recognize any provider of out-of-court settlement of consumer disputes as competent for resolving consumer disputes that could be initiated by the consumer in accordance with the Out-of-Court Settlement of Consumer Disputes Act.

That regulation derives from the Out-of-Court Settlement of Consumer Disputes Act, Regulation (EU) no. Regulation (EC) No 524/2013 of the European Parliament and of the Council on the online settlement of consumer disputes and amending Regulation (EC) No 2016/2004 and Directive 2009/22 / EC.

Final Provisions

Business with business partners and customers is subject exclusively to the terms and conditions set out in the "General Terms and Conditions", unless otherwise stipulated in the "Agreement". Other arrangements without a written document cannot be valid.

Every business partner or, upon request, the customer receives a copy of the "General Terms and Conditions" in writing, otherwise the terms are published on the website www.sleepy.si. A business partner

can always request a new copy. The excuse that he does not know the "General Terms and Conditions" is not considered. The invalidity of any provision of these General Terms and Conditions, regardless of the reason for the invalidity, does not mean the invalidity of these General Terms and Conditions as a whole. In such a case, the invalid provision shall be deemed to be unwritten, and these general terms and conditions shall continue to apply without this provision.

The law of the Republic of Slovenia applies to legal relations between users and the provider. The court with substantive jurisdiction in Ljubljana shall have jurisdiction to resolve any disputes.

The provider reserves the right to change the general conditions.

The seller or. online store provider / operator:

SLEEPY ODEJICE, Maja Plaskan s.p.

Pirešica 1a, 3320 Velenje

Phone: 031-642-674

sleepychunkyblankets@gmail.com

www.sleepy.si

Basic data:

Tax No .: 24416363

Registration No .: 8481784000

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