

-Always read the user manual before using the Bednest!-

Section 1

General terms and conditions of consumer sales

Pink Cloud B.V. (Bednest.nl & Bednest.eu)

1. Definitions

These general terms conditions have the following meaning, unless explicitly stated otherwise or the context dictates otherwise:

1. Pink Cloud B.V.: the user of these terms and conditions: Pink Cloud B.V. located at Nijverheidswerf 34, 1402 BW, Bussum, The Netherlands, registered with the Chamber of Commerce under Commercial Register 73090131;
2. Customer: A natural person who places an order with Pink Cloud B.V. through their website;
3. Agreement: The agreement between Pink Cloud B.V. and the client;
4. Product: the product sold through the website or the product that is delivered to the customer by Pink Cloud B.V.;
5. Website: www.bednest.nl or www.bednest.eu

2. General

1. These general conditions apply to all agreements that are made via the website between Pink Cloud B.V. and the client.
2. Deviation of these terms and conditions are only effective insofar as agreed in writing or email.
3. If one or more provisions of these terms and conditions in whole or partially should be invalid at any time the remaining terms and conditions apply in full. The invalid or unenforceable provisions will be replaced by Pink Cloud B.V., with as far as possible the purpose and intent of the original provision (s) is observed.
4. If Pink Cloud B.V. does not require strict compliance with these terms and conditions, this does not mean that its provisions do not apply, or that Pink Cloud B.V. in any degree would lose the right to in other cases apply strict observance of the provisions of these terms and conditions
5. Pink Cloud B.V. reserves the right to change these terms and conditions. The new version of the general terms and conditions are only applicable on already established agreements where the customer expressly agrees.

3. The offer

1. Offers are non-binding.
2. The range of Pink Cloud B.V. on our website applies while stocks last.
3. Offers do not automatically apply to future contracts.
4. Obvious mistakes or errors in the offer on the website of Pink Cloud B.V. are non-binding
5. The assortment on the website may change

4. Realization of the agreement

1. The agreement comes into effect after the customer has completed the order process via the website.
2. After the agreement has been concluded through the website, Pink Cloud B.V. sends confirmation via e-mail that Pink Cloud B.V. has received the order. This confirmation email contains the order number and other information of the customer order. Should the customer not receive an email immediately after placing the order, then the customer should contact Pink Cloud B.V. service desk: for details see Article 11.1.
3. The order can only be posted on the website after the customer has agreed to these terms and conditions. Upon request a written copy of the general conditions can be sent to the customer.

5. Customer Obligations

1. All information provided by the customer at the conclusion of the agreement to Pink Cloud B.V., must be accurate and complete.
2. It is prohibited to use the website in a way which would hold back other users or otherwise may impair the proper functioning of the website. Also prohibited is bypassing of security restrictions or using other than their own personal login details to make use of parts of the website that are restricted.

6. Prices

1. The prices for the products listed on the website are in Euros and include the applicable VAT rate
2. Pink Cloud B.V. reserves the right to adjust its prices from time to time.
3. All prices on the web site are subject to misprints. No liability can be accepted for misprints on the website.

7. Shipping

1. The prices on the website are exclusive of shipping costs.
2. Shipping costs are confirmed before the customer confirms the order.
3. Orders can be collected free of charge from our warehouse in Bussum.

8. Delivery and delivery time

1. The order will be sent to the address specified by the customer.
2. The stated delivery period is not regarded as a deadline. We depend on our shippers for the exact date of delivery. Our shipper will inform you about the exact date of delivery.

3. Should Pink Cloud B.V. not deliver products ordered via the website within 30 days of the order, the customer shall be informed by Pink Cloud B.V. via the email, after which the customer has the right to cancel the agreement free of charge, unless the Parties explicitly agreed a longer delivery period agreed. In case the customer cancels the order Pink Cloud B.V. refunds any already paid amounts within 14 days after this cancellation.
4. All product risks shall pass on to the customer at the time the products are delivered to the customer concerned.

9. Right of withdrawal

1. The customer is entitled to terminate the contract within 14 days without explanation. This period commences after the customer has received the entire order from Pink Cloud B.V..
2. If the customer wishes to exercise the right of withdrawal, the customer must inform Pink Cloud B.V. via email info@bednest.eu of their intent. In this email the customer must inform: the order number, description of the goods to be returned, product, name and address and telephone number.
3. In case of such withdrawal by email Pink Cloud B.V. will send confirmation of receipt of that email to the customer.
4. After the customer informed Pink Cloud B.V. of the withdrawal the customer should return products unused and undamaged, in the original packaging to Pink Cloud B.V. within 14 days
5. The customer must return the package that he has sufficient postage
6. In case returned products are damaged, incomplete or used, the cost to correct such damage shall be deducted from the amount that Pink Cloud B.V. in accordance with article 9.9 refunds
7. In case the customer, in accordance with this article, cancels the order the shipping costs of returning the product shall be borne by the customer.
8. All risks for return shipments are with the customer
9. Pink Cloud B.V. will, in case of withdrawal as defined in this article, refund paid amounts within 14 days after the customer has exercised the right of withdrawal. Shipping costs made by Pink Cloud B.V. are not refunded to the customer in case part of the order is not returned.

10. Return address

Products must be returned to the following address:

Pink Cloud B.V., Nijverheidswerf 34, 1402 BW, Bussum, The Netherlands

11. Customer Service

1. For questions about the order or filing of a complaint, the customer may contact customer service of Pink Cloud B.V.

Customer service of Pink Cloud B.V. can be reached in the following ways:

During office hours: 035-7370587 or 0641096834

Through email: info@bednest.eu

2. If possible, questions by phone will be answered directly. In case this is not possible a period within which the customer can expect an answer will be given.

3. For a question and /or complaint submitted by e-mail that cannot be answered immediately, an acknowledgment is sent to the client that includes the expected period that the customer may expect a response.
4. All complaints are dealt with within 30 days by Pink Cloud B.V.
5. Customers should allow Pink Cloud B.V. to investigate complaints.

12. Reporting of defects and damage to package

1. The customer is obliged to check the delivered goods immediately upon receipt. If the delivered product is incorrect, inadequate or incomplete, the customer (before proceeding to return to Pink Cloud B.V.) should send an email including details to Pink Cloud B.V. at info@bednest.eu.
2. If the product does not comply with the agreement, then Pink Cloud B.V., at its discretion may send a new product or refund the price of the product in question, the customer shall return the faulty product.
3. In case the package containing an order is damaged, the customer should not accept the package. The customer is not entitled to compensation or damages after accepting damaged packages.

13. Liability

1. Pink Cloud B.V. is not obliged compensation for damages directly or indirectly resulting of:
 - i) Any event beyond its control and which thus cannot be attributed to “do or don’t” among others, as well as events described in Article 14 of these general conditions;
 - ii) Any act or omission by the customer.
2. Pink Cloud B.V. cannot be held liable for any damages caused by temporary or permanent unavailability of ordering possibility, absence or removal of its website for maintenance or otherwise.
3. Colors appearing on monitors of the customers may differ from colors of products. Pink Cloud B.V. cannot be held liable for such deviations.
4. Pink Cloud B.V. is not liable for damages of any kind resulting from incorrect and / or incomplete data provided by the customer, such as specifying an incorrect delivery address.
5. Pink Cloud B.V. is not liable for damage to / or loss of data resulting from transmission of data using telecommunication facilities.
6. In case Pink Cloud B.V. would be liable for any damages, then the liability of Pink Cloud B.V. is limited to the part of the invoice amount or in the relevant case, the amount paid by the closed liability insurance.
7. In these terms and conditions included limitations of liability do not apply if the damage is due to intent or deliberate recklessness of Pink Cloud B.V. or her subordinates.

14. Force majeure

1. Pink Cloud B.V. is not obliged to fulfill any obligation if it is prevented from doing so by force majeure. As events lie actually beyond the control of Pink Cloud B.V., or cannot be attributed to Pink Cloud B.V.s “do or don’t”, to be considered in any case are: no delivery, incomplete and / or delayed delivery by factories or suppliers of Pink Cloud B.V.; war and threat of war; in - and export bans; actions of Dutch and / or international and / or foreign government

agencies to facilitate the implementation of the agreement to be more difficult and / or more costly than foreseen when concluding the contract; strikes and / or business occupations; epidemics; traffic jams; weather conditions; transportation difficulties; fire; theft; disruptions in energy supply; Internet malfunction; failure of email traffic.

2. If Pink Cloud B.V. knows or suspects that it cannot timely deliver the order (in part) by force majeure, Pink Cloud B.V. will inform the customer as soon as possible by email. In such a case, Article 8.3 becomes applicable.

15. Guarantees

1. If guarantees are included in the agreement, the following applies. Seller warrants that the sold goods comply with the agreement, that it will function without defects and that it is suitable for the use that the buyer intends to make. This guarantee applies for a period of one calendar year starting from the invoice date of the sold items.
2. The said warranty does not apply if the defect arose as a result of injudicious or improper use or if - without permission - the buyer or third parties have made changes or attempted to make changes or used the purchased goods for purposes for which it is not intended.
3. If the warranty provided by the seller relates to a case produced by a third party, the guarantee is limited to the guarantee provided by that producer.

16. Data management

1. When the customer places an order with Pink Cloud B.V., customer data is added to the customer database of Pink Cloud B.V.. Pink Cloud B.V. adheres to the General Data Protection Regulation (GDPR) and will not provide customer data to third parties, other than necessary for the execution of its services.
2. By agreeing to the general conditions when ordering, the customer gives permission for Processing activities of regular personal data by Pink Cloud B.V. and related third parties for the performance of the services, such as the shipment of products.

17. Intellectual property rights

1. The customer will respect all intellectual property rights, which rest on the Pink Cloud B.V. products and fully and unconditionally respect the website.

18. Security and the Internet

1. Pink Cloud B.V. will take appropriate security measures to protect the website against the risks of unauthorized access to or alteration, destruction or loss of data entered via the website by the customer.

19. Governing Law and Jurisdiction

1. All agreements are subject to Dutch law.
2. For disputes arising from an agreement between Pink Cloud B.V. and a customer, which cannot be resolved by mutual agreement, the court within the district Amsterdam will be involved. The customer has the option within one month after Pink Cloud B.V. writing has invoked this article to choose the by law appointed competent court.

20. Sale, resale and export of the Bednest

It is forbidden to use, sell, resell, lend or export the Bednest to countries where the Bednest does not comply with laws and regulations. Examples of this are America and Canada. Pink Cloud B.V. B.V. is not liable for activities of the customer which fall outside the view or sphere of influence from Pink Cloud B.V..

Section 2

RENTAL TERMS AND CONDITIONS

Always read the user guide carefully before use!

1. Description of the rental Bednest

The rental Bednest consists of the wooden crib, the wooden stand/ frame and the two safety straps, which you rent from the owner Pink Cloud B.V. The user guide and packaging are included.

Along with the crib and stand/ frame you receive a new mattress and a new pair of fabric side panels. You can keep these items after the rental period. For the sake of hygiene and safety it is a condition of this agreement that a new mattress and sides are purchased and supplied for every rental - even if you have your own.

The Bednest wooden crib, stand/frame, 2 x attachment straps, user guide and the packaging (and plastic cylinders for the crib bottom) for these parts, remain the property of Pink Cloud B.V. Be aware to keep the original packaging for a safe return to Pink Cloud B.V.

2. Your rental agreement

When ordering and paying for the rental Bednest, you agree to the terms and conditions of Pink Cloud B.V. and enter in to an agreement with the owner of the Bednest, Pink Cloud B.V., Nijverheidswerf 34, 1402 BW, Bussum, The Netherlands.

Do not loan, sell or give anyone else your rental Bednest or parts of the Bednest. They are intended for use by the original renter only.

3. Rental period

You are entitled to rent the Bednest for a maximum of 7 months starting from the day you receive the Bednest. Make sure you remember this date so you will return your Bednest on time. So for example, you receive the rental Bednest on 14-01-2018, your rental period ends on 14-08-2018.

You are always free to return your Bednest earlier. Please contact us. Please stop using the Bednest as soon as your baby begins to sit up unaided, kneel or pull themselves up or push up on their hands and knees or exceed a weight of 10kg / 20 pounds.

No refund will be given when returning the Bednest earlier or before the 7-month period ends.

4. Not returning your Bednest within the 7-month rental period

You are obliged to return your Bednest within the 7 months of your rental period. See 'rental period'. If you fail to comply with this deadline, you will receive an invoice from Pink Cloud B.V. B.V. We will assume that you wish to keep the Bednest.

You will receive an invoice with the price of a purchase Bednest minus the rental costs you already paid. You are obliged to pay these costs within 7 days. If you have not paid the invoice within 7 days, we will hand over the collection of the payment. The costs involved in the collection are entirely at your expense.

5. Delivery

Your Bednest will be delivered by DPD. DPD will keep you informed of the delivery by text message / email. Normally this will take 1 or 2 days after the moment of placing your order, depending on the country and shipper.

6. Shipment and shipment costs

Shipment costs are included in the rental price.

7. Return your Bednest

Keep both your tracking number of your delivered Bednest and zip code of the delivery address. You need this to create a free of charge return label on <https://bednest.shipping-portal.com/returns/>

Leave the shipment label on the packaging and place your new return label over it when sending the Bednest back. Use the original packaging and cylinders for the Bednest crib bottom to protect the crib for safe shipment.

8. Damage or missing parts

If you purchase our damage waiver you will not be liable for repairs for any accidental damage in regular or normal use of the Bednest for rental.

-Normal use damage

With normal use there can be a small scratch on the wood. Loss of items/parts are not included.

-Severe damage

ALWAYS CONTACT US IMMEDIATELY WHEN SEVERE DAMAGE OCCURS OR ITEMS/PARTS ARE LOST! STOP USING THE BEDNEST RIGHT AWAY! The safety of the crib cannot be guaranteed.

Because of wrong use, your Bednest could get severely damaged. For example, heavy weight; when you lean on the side panels or a toddler hangs on the side panels, heavy weight on the stand/frame other than the Bednest crib. Also severe damage can occur when you fold the Bednest crib or stand/frame differently from as shown in the user guide or it falls on the ground etc. Costs of repair or replacement, as well as the shipment costs, will be charged to the renter.

- Missing parts

Replacement of packaging: EUR 25

Replacement of 1 or 2 straps: EUR 15 per pair

9. Usage

Please read and follow the instructions and warnings of the user guide included with your Bednest. Please only use the Bednest for its intended purpose. Please stop using the Bednest as soon as your baby begins to sit up unaided, kneel or pull themselves up or push up on their hands and knees or exceed a weight of 10kg / 20 pounds.

10. Warranty

Pink Cloud B.V. warrants that the Bednest will arrive in good condition and be fit for purpose. As soon as you receive your Bednest, please check its condition and if there is any damage. If you have any problems, please contact us within 2 days after receiving it, so we can trace the cause of the problem.

11. Payment

The rental package price will be collected when we take your order.

12. Your obligations

Please treat the Bednest with care. It is built to last but needs to be used only for its intended purpose and returned to us (excluding the fabric sides and mattress) in good condition on time at the end of the rental period. You are free to use the Bednest for travel but please do not export the Bednest as it needs to be collected from the country to which it was first delivered for rental. Airline travel is not recommended as damage can occur which would be the responsibility of the renter.

13. Liability

Pink Cloud B.V.'s liability is governed by Dutch law. Pink Cloud B.V. is not liable for any loss or damage or injury or death if the Bednest is not used in accordance with the supplied instruction booklet or if the Bednest is used for babies once they are able to sit up unaided, kneel or pull themselves up or push up on their hands and knees or exceed 10kg weight.

14. Notifications

If we need to contact you, we will use the details submitted at the time of placing your order unless you inform us of a different preference. Our contact details are on our website www.bednest.eu. Please contact us if you have any reason to delay the return of the Bednest for rental at the end of the rental period.

15. Jurisdiction

Any disputes shall be settled according to Dutch law.

16. Refund

The Bednest is delivered 'sealed for hygiene' (mattress) so it is important that you make sure the Bednest is suitable for your bed before it is opened as refunds cannot be given if the seal is broken.

You have the right to cancel and receive a full refund from the moment your order is placed and up to 14 days from the moment the Bednest is delivered to you. You then have up to 14 days to return the Bednest at your own expense, unopened and in its original packaging to us. You can use the return label provided by us. The shipping costs will be settled with the refund of the rental costs. The shipment costs will be refunded to you in case the Bednest is found to be faulty.

17. Countries where rental is possible

See website

18. Partners rental

Partners who rent out our Bednest with permission and whose quality Pink Cloud / Bednest guarantees (new mattress and new fabric sides):

- Wieghuren
- Wrap with love
- Slaap hummeltje slaap

Pink Cloud / Bednest does not accept liability for other companies that offer the Bednest for rent.

BE AWARE:

- You always read the user guide before using.
- You remove the plastic cylinders from the bottom of the Bednest crib before placing it on the stand/ frame
- Do not ever remove the side panels or end panels
- Do not ever remove or dismantle any parts, screws or bolts
- Do not ever leave your child unattended with a side panel open
- Do not ever leave other children or animals unattended with your child.
- Be aware of the danger of stuffed toys and other items in the crib next to your child. It could cause suffocation.

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