

GENERAL TERMS AND CONDITIONS SLEEPY BOTTLE ONLINE STORE

INNOVAT PRO development and trade d.o.o.,
Litostrojska cesta 40, Ljubljana, 1000 Ljubljana
Registration number: 7993293000
Tax number: SI 86787055

About the company

The company INNOVAT PRO development and trade d.o.o., is engaged in the development, production and sale of a feeding bottle Sleepy Bottle.

1. General terms and conditions

- 1.1. General terms and conditions (hereinafter referred to as **General Terms**) of INNOVAT PRO development and trade d.o.o., (hereinafter INNOVAT PRO) are an integral part of all contracts between INNOVAT PRO and clients (hereinafter referred to as **Clients**) that purchase products from INNOVAT PRO.
- 1.2. INNOVAT PRO is an operator of website and store manager of www.sleepybottle.com (hereinafter also as **Website**).
- 1.3. The provisions of General Terms apply to all offers, pro forma invoices, preliminary contracts, legal statements and other services arising out of business between INNOVAT PRO and the client.
- 1.4. The General Terms are compiled in accordance with the Consumer Protection Law (ZVPot), the Personal Data Protection Law (ZVOP-1), the General Data Protection Regulation (GDPR) and the Electronic Communications Law (ZEKom-1), which are binding legislative acts in the Republic of Slovenia.
- 1.5. The General Terms determine the functioning of the INNOVAT PRO online store, which operates on the website, the rights and obligations of the user and the store and governs the relationship between INNOVAT PRO and the buyer. The General Terms also govern rules of individual purchases which are made at INNOVAT PRO delivery points.
- 1.6. INNOVAT PRO conducts business at the business address Litostrojska c. 40, 1000 Ljubljana
- 1.7. Clients can also contact INNOVAT PRO via e-mail info@sleepybottle.com.
- 1.8. Use of notions:
 - **The Client** is a natural or a legal person who is in a contractual relationship with INNOVAT PRO, regardless of its legal status or form.
 - **The Offer** is a single expression for an offer, which is in a variety of forms, for a pro forma invoice or for another form of proposal for concluding a contract, which is offered by INNOVAT PRO to the Client.
 - **The Purchase Order** is a document in a written or electronic form, or a different notice with which the Client communicates his/hers request and/or pro forma invoice and/or conclusion of the contract.
 - **The Contract** is an agreement in writing between INNOVAT PRO and the Client. The contract is also deemed to be concluded in the event INNOVAT PRO sends an offer or a pro forma invoice to the Client and the Client accepts it. The General Terms are an integral part of each contract.

- **The Subject** of the contract may be goods, which can be all products from the sales catalogue of INNOVAT PRO.
- 1.9. The submission theory shall apply to informing the Clients about the delivery, conclusion, withdrawal or modification of the contract or any other relevant information. This means that the date of the submission is considered as the date on which INNOVAT PRO sends the notification by a communication medium.
 - 1.10. All notifications to the Clients regarding to the supply of the subject of the contract, conclusion, withdrawal or other information are provided by INNOVAT PRO via e-mail to the address provided by the Client. INNOVAT PRO also informs via regular mail, telephone or by other means agreed upon with the Client. INNOVAT PRO records all messages.

2. Use of general terms and conditions

- 2.1. The general terms and conditions are preferential, therefore they completely replace the missing, different and contradictory contractual terms between INNOVAT PRO and the Client.
- 2.2. The general terms replace any general terms and other documents of the Client unless INNOVAT PRO expressly agrees with this.
- 2.3. The general terms and conditions constitute an integral part of the contracts concluded between the Client and INNOVAT PRO. By signing a contract or by other means of entering into a contractual relationship, the Client agrees fully with the content of the general terms and conditions. The Client hereby expressly acknowledges that all mutual legal relations apply exclusively to the general conditions of INNOVAT PRO. If the client wishes to conduct business and take part in contractual relations with INNOVAT PRO, it is obliged to accept the general terms in full and in the form in which they are in. The Client waives its possibility to influence the content, form, and individual contractual terms of the general terms and conditions.
- 2.4. The general terms apply in addition to general legal regulations as a separate special act.
- 2.5. The general terms and conditions are always available on the website: www.sleepybottle.com. They are also available at INNOVAT PRO's business address.
- 2.6. By signing the contract or other legal act, the Client is considered to be fully acquainted with the content of the general terms and conditions.
- 2.7. The general terms are binding on the Client only if the Client was given an explicit notice regarding the existence of such general terms before the conclusion of the contract, pro forma invoice, pre-contract or offer. The Client must be aware of all the possibilities to inform itself with the general terms, in a comprehensible and accessible way.

3. Modifications to general business terms and conditions

- 3.1. INNOVAT PRO undertakes that any modification to the general terms and conditions will be published on the website: www.sleepybottle.com with the exact date on which the modification took effect.
- 3.2. The general terms are binding with regard to the form and the content that was available to the Clients on the day of the conclusion of the contract.
- 3.3. In the event of modification of the general terms, such modifications shall become binding for the Client on the day they become known to it.

- 3.4. The Client is deemed to be aware of the modifications at the time of the publication of such modifications on the website www.sleepybottle.com. This means that the Client agrees with the modification of the general terms.
- 3.5. If the Client makes a statement that it does not agree with the modified terms, INNOVAT PRO has the right to withdraw from the contract.
- 3.6. In the event that a particular clause in the contract or general terms would be invalid or unfeasible or if a legal vacuum would arise, this does not affect other provisions in the contract or general terms, whereby the parties are unanimous, that instead of the invalid or unfeasible or non-existent provision, a provision that is closest to the purpose or goal of the contract is used.

4. Collision of legal provisions

- 4.1. In the event that the general terms are contrary to other terms and conditions of INNOVAT PRO, the provision that is more specific in the case at hand applies.
- 4.2. INNOVAT PRO and the Client may exclude the application of specific provisions of these general terms, if these provisions are in breach with the terms of the contract or with the general purpose of the contract.
- 4.3. In so far as the general terms are contrary to consumer protection legislation (Clients that are natural persons), relevant consumer legislation is applied in this part.

5. General provisions

- 5.1. The Client is obliged to notify INNOVAT PRO of any information and facts relevant for the establishment and continuation of the legal business relationship. Particularly important information is changing the place of residence or the Client's seat, changing the legal organizational form of the Client, the appearance of a situation indicating insolvency of the Client irrespective of whether the legal conditions for introducing bankruptcy or compulsory settlement are provided and other data, events and situations that may affect the business relationship between INNOVAT PRO and the Client.
- 5.2. INNOVAT PRO collects and processes the following personal information of clients: names and surnames, legal entities, electronic and mailing address and a telephone number. INNOVAT PRO collects data in the event of an online purchase, for issuing an invoice and for dispatching the ordered product, and upon subscribing to e-news and other e-publications.
- 5.3. All specifications and information relating to weight, dimension, price, volume, technical or other data listed in catalogues, offers, advertisements, photographs, price lists, or other similar forms shall be considered only as guides or information, which are not necessarily accurate and binding. Such information does not in any way represent a binding offer for the INNOVAT PRO. The Client cannot refer on such forms of recordings or advertisings, but this applies only for the specific offer or for an already concluded contract.
- 5.4. INNOVAT PRO reserves the right to modify the specificity or information that is referred in this point, without prior notice to the Client and shall be only binding if they are specified in the contract.
- 5.5. When conducting business with consumers, INNOVAT PRO is bound by price, product characteristics and warranty terms stated in the advertisements. The prices in advertising messages are indicated in pounds or euros and include VAT.
- 5.6. Technical data and products that are subjects to sale can be changed and improved without prior notice, which also applies for the already ordered products.

- 5.7. Users who want to unsubscribe from receiving e-news can do so, by going to info@sleepybottle.com or by clicking on the "unsubscribe" link in the footnote of every e-newsletter.

6. Prices

- 6.1. The prices shown on the website www.sleepybottle.com can be changed without prior notice. Prices are valid at the time of the ordering.
- 6.2. If the final price cannot be calculated in advance due to the nature of the goods or services, INNOVAT PRO will inform the Client of the method of calculating the final price.
- 6.3. In the event that the price information is incorrect, or the prices change during processing of the order, the Client has the right to withdraw from the contract.
- 6.4. In the case of product delivery, the standard packaging is included in the price of the product. Such prices do not include any additional INNOVAT PRO services.

7. Delivery periods and conditions

- 7.1. INNOVAT PRO undertakes that the ordered items will be delivered within 8 days if in stock.
- 7.2. If the items are not in stock, the delivery period is 30 days.
- 7.3. If a longer time is needed for the dispatchment of the goods, this is indicated on the website. In the event that INNOVAT PRO cannot dispatch the goods, due to unpredictable reasons within the promised period, they shall notify the new delivery period via their contact details.
- 7.4. The delivery takes place in cooperation with the delivery services of DHL and Post of Slovenia. The normal delivery period is 3 working days for addresses in the Republic of Slovenia. During holidays and during weekends, the delivery period between work-free days is extended adequately.
- 7.5. INNOVAT PRO is not responsible for the supply of goods; over which it has no control. INNOVAT PRO will endeavour to do everything necessary to deliver the goods as quickly as possible and to keep the client regularly informed about possible delays in the delivery, done by the supplier. INNOVAT PRO is not responsible for the delay or possible non-deliverability of certain goods if the reasons for this are on the supplier's side.
- 7.6. In case the Client does not receive the ordered goods within the agreed deadline, the Client must call INNOVAT PRO on the fulfilment of the obligation and set an additional deadline for fulfilling the obligation. If INNOVAT PRO does not fulfil the obligation within the additional deadline, the Client can withdraw from the concluded contract and request repayment of the already paid amounts for the purchase of goods.
- 7.7. INNOVAT PRO is not responsible for the delay or non-delivery of goods in the event of wars, riots, demonstrations, government interventions, fires, floods and other natural disasters, import or export embargoes or any other similar reasons or reasons of force majeure over which INNOVAT PRO has no control.
- 7.8. For all the reasons mentioned above, the delivery time is suspended for the duration of the above-mentioned situation, and after the situation has elapsed, the delivery deadlines will continue to run from their disruption forward.
- 7.9. In the event that after the conclusion of the contract or after the confirmation of the offer by INNOVAT PRO, the Client changes the orders, INNOVAT PRO must approve such changes.

8. Payment

- 8.1. INNOVAT PRO accepts the following payment methods:
 - by bank transfer to the INNOVAT PRO account,
 - with a payment or credit card,
 - by pro forma invoice
- 8.2. After the delivery of the ordered goods, INNOVAT PRO sends the invoice to the buyer in the .pdf format to its e-mail address.
- 8.3. The invoice contains the price and all the costs associated with the purchase.
- 8.4. The Client is obliged to verify the exactness and correctness of the data before the order is submitted. INNOVAT PRO will not take into consideration objections regarding correctness of such invoices later in the future.
- 8.5. The request to issue a pro forma invoice can be submitted on its own initiative and separately from the order. The request to issue a pro forma invoice can also be submitted in the conclusion of the process of an online order. Such pro forma invoice will be automatically transmitted in .pdf form.

9. Acceptance of goods

- 9.1. The Client is obliged to accept the subject of the contract within 14 days after the receipt of a written notification from INNOVAT PRO.
- 9.2. If the Client does not accept the ordered items, that were sent and were later returned to INNOVAT PRO after the waiting period at the post office (14 days) has expired, this is NOT considered as a withdrawal from the contract, as the latter is still validly concluded and is only considered as a unilateral unannounced withdrawal from the contract.

10. The right of the Client to withdraw from the contract

- 10.1. In accordance with the Consumer Protection Law, the Client is entitled to inform the seller of his withdrawal from the contract, without having to state the reason for his decision, within 14 days from acceptance of the goods. The withdrawal period begins to expire one day after the date when the goods were accepted.
- 10.2. The Client will announce its withdrawal from the contract to the e-mail address info@sleepybottle.com.
- 10.3. In the event of withdrawal from the contract, the Client must return the received good or must send it back by post to the address: INNOVAT PRO d.o.o., Litostrojska c. 40, 1000 Ljubljana.
- 10.4. The Client must return the good to INNOVAT PRO undamaged and in unchanged quantity, unless the good is destroyed, defected, lost or its quantity decreased, without the Client being liable for it. The product must be returned in its original packaging.
- 10.5. If the Client wishes to refund the purchase, INNOVAT PRO returns it exclusively through a personal bank account. Refunds are not paid out in cash.
- 10.6. The only cost that is charged to the Client regarding the withdrawal from the contract is the cost of returning the goods.
- 10.7. The good must be returned to INNOVAT PRO within 7 days from the date when the withdrawal notice was sent.

11. Warranty

- 11.1. INNOVAT PRO guarantees for the quality of the product or for the proper performance within the warranty period, if the product is used in accordance with its purpose and in accordance with the accompanying instructions.
- 11.2. Goods have a warranty, if it is stated so on the warranty certificate or on the invoice. The warranty is valid, if the instructions on the warranty certificate and on the submitted invoice are taken into consideration. The warranty period is stated on the warranty certificate or on the invoice.
- 11.3. The warranty liability of INNOVAT PRO does not apply to defects of the goods or misuse of the product in a manner that does not fit the normal use of the goods.
- 11.4. The warranty period begins to expire on the date of delivery of the product to the buyer.
- 11.5. INNOVAT PRO's warranty liability is excluded if the product has been serviced, repaired or otherwise affected by any unauthorized person or if the product has not been properly and regularly maintained. The warranty liability applies only to the product listed on the warranty certificate.
- 11.6. The Client is obliged to accept the good, that he has handed over to INNOVAT PRO into warranty consideration, after the conclusion of the consideration. The Client accepts the good at the delivery point at Šmartinska 152, 1000 Ljubljana, Btc, ABC pospeševalnik. Innovat pro can send the good to the client on client's costs.

12. Liability for material and legal defects

- 12.1. INNOVAT PRO is responsible for material defects, to the moment when the risk of accidental destruction or damage is passed on to the Client. This moment usually arises with the acceptance of the goods.
- 12.2. The Client is obligated to, immediately or as soon as possible, review the subject of the contract and identify the defects. Otherwise, INNOVAT PRO does not take into consideration material defects that are not latent and which were known or should have been known to the Client, when examining the item itself or the subject of the contract.
- 12.3. The Client is obliged to inform INNOVAT PRO about material defects immediately and about latent defects within 10 days at latest. Otherwise, the Client will not be entitled to claim the elimination of the material defect.
- 12.4. The Client is obliged to notify INNOVAT PRO of the material defect within two months from the day the defect was discovered.
- 12.5. INNOVAT PRO is liable for material defects that appear within two years from the day the goods were delivered to the consumer.
- 12.6. INNOVAT PRO guarantees that on the subject of the contract, a third party does not have a property or copyright or industrial property right that would exclude, reduce or restrict the rights of the Client, or that these rights are regulated by their contractual partners.

13. Withdrawal from the contract

- 13.1. In the case of a breach of one or more provisions of the contract or of these general terms, INNOVAT PRO reserves the right to immediately withdraw from the contract without an additional deadline for the correction of the errors and without a notice period.
- 13.2. INNOVAT PRO also has the right to withdraw from the contract, in case the Client becomes insolvent or has its funds on its business account blocked for more than 15 days, or if a compulsory settlement or bankruptcy procedure is introduced or merely proposed.
- 13.3. INNOVAT PRO has the right to withdraw from the contract if the Client does not fulfil its obligations, if the Client gives INNOVAT PRO false information that aggravates or fails to

fulfil the contract, if the Client misses the original written deadline for payment and if it does not pay its obligations under the contract and under these general terms.

14. Release of liability

- 14.1. INNOVAT PRO endeavours to ensure the correctness and exactness of the data published on the online store. Product properties, delivery period or prices can change so quickly that INNOVAT PRO fails to correct the data on the online store. In this case INNOVAT PRO will notify the Client about the changes and will allow him to withdraw from the order or to replace the ordered good.
- 14.2. Photographs do not provide product characteristics. INNOVAT PRO endeavours to provide accurate photographs of sales items, but all photographs should be considered as symbolic.
- 14.3. INNOVAT PRO reserves the right to exceptionally withdraw from the execution of the order in cases where the ordered products are no longer deliverable, if the purchase order was not fulfilled in accordance with the general terms, or if there was a clear error in the price list. In such and similar cases, the Client will be immediately notified about any eventual withdrawal from the contract.
- 14.4. INNOVAT PRO reserves the right to withdraw from the contract if a clear error is found in accordance with Article 46 of the Code of obligations of Republic of Slovenia. A clear error is considered to be an error in the essential characteristics of the item and any mistakes that are considered to be essential according to the usages in the shop or according to the purpose of the parties and INNOVAT PRO would not have concluded the contract in case of such knowledge. This includes clear errors in prices.

15. Protection of personal and other data

- 15.1. INNOVAT PRO is committed to use in business appropriate technological and organizational means to protect the transmission and storage of personal data.
- 15.2. INNOVAT PRO stores personal data that are listed on the issued invoice (name, surname, address, telephone number) for ten years from the issuing of the invoice, the e-mail address until the unsubscribing from e-news (cancellation of consent) and the e-mail address until the user's profile is deleted.
- 15.3. INNOVAT PRO uses personal data exclusively for fulfilling the order and other necessary communication with the client and provides them to the delivery services providers for the purpose of delivering the subject of the contract.
- 15.4. Client's personal data will in no case be handed over to third parties or other unauthorized persons unless it is necessary for the performance of certain tasks that contribute to our services, with the authorization of other companies and individuals. For example, personal data may be provided to providers which host our databases and applications, for data processing services, or for sending the information you requested for providing support services, etc. We will provide such data or make it accessible to external service providers only in the extent required by a specific purpose. Such data will not be used for any other purpose. External service providers for INNOVAT PRO are contractually bound to respect the confidentiality of your personal data.
- 15.5. Clients can request from INNOVAT PRO to access to personal data, rectification, deletion or restrictions on the processing of personal data, the right to object to the processing and transferability of your personal data.

- 15.6. The Client is also responsible for protection of personal data, for ensuring the security of his/her e-mail address, user name and password, and the appropriate software (antivirus) protection of his/her computer.

16. Appeal procedure and dispute settlement

- 16.1. The law of Republic of Slovenia shall apply exclusively for the interpretation of these sale terms or contracts concluded between INNOVAT PRO and the Client. The contracting parties undertake to settle all disputes in a peaceful manner. In case of exhaustion of all out-of-court proceedings for reaching an agreement, the dispute shall then be settled by a court that is having competent jurisdiction in the Republic of Slovenia according to the seat of INNOVAT PRO.
- 16.2. INNOVAT PRO respects the current consumer protection legislation. INNOVAT PRO has an effective and confidential system of handling complaints and a person with whom the buyer can connect by telephone or by e-mail. A complaint is submitted to e-mail info@sleepybottle.com.
- 16.3. INNOVAT PRO will acknowledge the receipt of the complaint within 20 working days and inform the buyer how the consideration will take place.
- 16.4. In accordance with the legal norms, online store INNOVAT PRO does not recognize any provider of out-of-court settlement of consumer disputes as competent to resolve a consumer dispute, which the consumer can launch under the Out-of-Court Consumer Dispute Resolution Act.
- 16.5. The subject regulation is in line with the Consumer Protection Law, the Out-of-Court Consumer Dispute Resolution Law, Regulation (EU) No. 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2016/2004 and Directive 2009/22 / EC.

In Ljubljana, 30. 7. 2018