Terms and Conditions

We inform you that our website www.woollip.com (the “Website”) is operated by Woollip Sarl (hereinafter, “Woollip”, “we”, “us” or “our”), with VAT # FR73 821 621 513, entered at the Commercial Registry of Paris. You may obtain further information on our company by sending an e-mail at contact@woollip.com. The “User”, “You” and “Your” means you as the user of our Website.

We have set out the terms under which we are providing You with access to our Website. These include the Legal Terms that govern:

- Your use of the Website (including Your rights to link to the Website) and the purchase of any products through the website as set out in these terms and conditions (the “Terms and Conditions”);
- how we will use and protect Your information and our use of cookies on the Website (see our separate “Privacy Policy”).

Collectively these documents are termed as the “Legal Terms”.

Use of this Website

The access to and use of the Website implies Your full acceptance and undertaking to abide entirely by the Legal Terms. In this regard, please click if You wish to access the Privacy Policy.

You should read all the Legal Terms prior to using the Website. You should also save and/or print out a copy of these Legal Terms for future reference. However, please note that we may change our Legal Terms from time to time. Therefore, we recommend You to read the Legal Terms each time You access the Website and always before making any purchase. The revised Legal Terms will be available via the Website. In case you are a registered user You will be deemed to have accepted any changes to the Legal Terms after You have been notified of the changes on our Website home page and You continue to access or use the Website.

You are not permitted to use, or cause others to use, any automated system or software to extract content or data from our Website for commercial purposes.

If You do not agree to these Legal Terms, You should not use the Website.

Accessing Our Website

Access to our Website is permitted on a temporary basis. We update our Website regularly and so may change the content at any time without notice to You. We reserve the right to withdraw, vary or suspend the service at any time without notice.

You are responsible for making all arrangements necessary to access this Website. You are also responsible for ensuring that all persons accessing our Website through Your internet connection are aware of these Legal Terms.

Please note that use of our Website is subject to Your computer and/or portable device complying with our minimum standard technical specification and compatibility notice. You are advised to check this specification to ensure that
Your computer and/or portable device is compatible with our products and services and we shall not be liable for any failure arising in the Website which arises from incompatibility (including, without limitation, minimum storage and memory requirements from time to time).

You agree not to use the Website for fraudulent purposes, and not to perform any conduct that may damage the image, interests and rights of Woollip or third parties. You also agree not to take any action in order to damage, disable or overburden the Website, or hinder, in any way, the normal use and operation.

We inform You that in the event of breach of the contents of this Terms and Conditions or of the Privacy Policy, we reserve the right to limit, suspend or terminate Your access to the Website, taking any technical measures necessary for that purpose.

Orders

Once you have ordered and paid for your goods in Woollip, you will receive an e-mail from us confirming the receipt of your online payment, details of your order and delivery, provided that you submitted a correct e-mail address when placing your order. If the product you ordered is out of stock, we will inform you of this in writing and you will be able to decide whether you prefer that we ship it as soon as possible or we cancel your order without charging you for the products.

We encourage you to print or save a copy of these Terms and Conditions, your payment information for paying online and order confirmation e-mail immediately upon receipt, in case you need to contact us with any questions about your order. If you notice some of the information e-mailed to you is incorrect, please contact us immediately so that we can correct it.

Prices

All prices are stated including of all applicable taxes, unless otherwise indicated. When imposed by country of delivery, all customs duties, fees, and other import tariffs shall be borne by the customer. We invite customers to contact custom authorities in the country or area in which they have their item delivered for cost details. Woollip does not offer VAT refunds for orders placed online at the Website. The price applicable is the price set out next to the product in question on the website on the date of ordering. While we try to ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. In these cases, if you cancel the order and you have already paid for the goods, you will receive a full refund.
Payment

Woollip accepts payments via Carte Bleu, Visa, MasterCard and PayPal only. In case of payment inquiries about payments, commissions, exchange rates, etc customers should contact any of these companies or their provider bank. Woollip does not receive or process any financial information of the client at any moment of the purchase.

Delivery

Woollip delivers its products via third party providers associated with the warehouses where products are stocked. Courier companies may vary depending on the country, area and service chosen by the customer in the transaction.

You should ensure you are available at the address provided at the delivery moment. If you are not available to receive your order, someone appointed by you should receive it. In any case, a signature will be required as proof of delivery. In the case no one is available to receive the package; courier company will do other attempts. Afterwards, if package still does not get delivered, we will leave you a note informing of how to rearrange delivery or collect the products from a local depot. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot as stated in our note, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may cancel the order and courier company may return it back to origin. In those cases, all costs from original delivery, custom duties and fees if any, delivery attempts and return will be borne by the customer.

Deliveries may be subject to local import duties, custom duties or taxes, which are your responsibility if your order is to be sent outside the European Union territory. Woollip is unable to advise you of local charges or assume any responsibility for them. If you do not pay these local import/custom duties or taxes the product could be returned to us or get destroyed. Please note if this happens You will not be eligible for a refund, and all return charges will be at your cost. You must comply with all applicable laws and regulations of the country to which the products are destined.

The usual time of delivery depends on the address of delivery and is estimated within 15 days maximum. Woollip makes every effort to deliver goods within the estimated timescales; however delays are occasionally inevitable due to unforeseen factors. If we do not deliver the goods within the estimated timescales, you should request Woollip within an additional period of time of 10 days to make the delivery again. Woollip understands that after the 30 days before indicated, all orders are received and carries no responsibility if the correspondent missing order notification by the customer is made out of the time frame above indicated.

We do not accept address changes after orders get processed and customer is notified of shipment. In this case you will have to receive the order and process an ordinary return. Before receiving the confirmation of shipment by email, you may cancel your order and request the refund of the amounts paid. If you still need the order to get delivered somewhere else, you will have to place a new order alongside.

Woollip carries the risk and liability for damage to the goods during transport when delivering until you or someone has taken physical possession of the goods. If you choose to return the goods regardless of the situation, you will have the risk and liability for damage to the goods during transport when returning until Woollip has taken physical possession of the goods.
Missing products in delivered orders

In the unfortunate event any product you purchased is missing, you will have to request a replacement of the item to us within 48 hours of receipt. You will have to request a new delivery to cs@woollip.com. You will receive an e-mail with all instructions for the new delivery. Photographic proof may be asked for. Woollip carries no responsibility and reserves the right to deny replacements if warning by You is made out of the timeframe above indicated.

Warranty

Woollip warrants its product to be free from defects in workmanship and materials at the point of sale. Subject to this product being used in accordance with its instructions for use, the product shall continue to be free from defects, for a period of three (3) months from the date of original purchase.

Any damage or defects caused by a failure to follow the instructions which relate to this product or as the result of an accident, abuse, misuse, misapplication, product modification, commercial use, normal wear and tear, shipping damage or loss, or damage caused by the actions of anyone other than Woollip are expressly excluded from the warranty stated above.

Woollip will replace any product that proves to be defective in either or both of workmanship or materials and as covered by this warranty. If the product is no longer manufactured or is out of stock at or after the time Woollip learns of the warranty claim, Woollip may replace your product with a similar product if this is your desire. Woollip liability is limited to the replacement of any defective product under warranty and any incidental or consequential damages are expressly excluded to the fullest extent permitted by law. This warranty is not transferable and does not extend to users other than the person who originally purchased the product.

This warranty gives you specific legal rights in addition to the ones afforded by the laws of your country. This warranty is not intended to operate to limit such legal rights.

Valid proof of purchase will be requested. Woollip does not offer the warranty to products without proof of purchase. May you buy our products in any of our authorized distributors; you should exercise the warranty before such distributors.
Returns

If you are not completely satisfied with your purchase you may return the item to us in its original condition within 10 days of receipt. Customer will have to request the authorization for the return by contacting us. Returns made through other way than the official one or without an authorization may be refused. Customer will receive an e-mail with the return instructions if return gets approved. You will have up to 14 days to send back the item. For hygienic reasons, we cannot accept returns if the pillow have been inflated. Returned items must be in the original packaging, including any accessories, manuals, and documentation with no signs of use and in perfect state.

Upon arrival, return will undergo a quality control. If everything complies, Woollip will issue a refund minus original shipping costs within 30 days. If return does not pass quality control, order will get shipped back to the customer at his expense and case will be considered closed.

We expressly inform You that through this return process You are not exercising Your right of withdrawal, admissible for European orders only.

Only items purchased directly from Woollip will be accepted. Woollip reserves the right to deny any return.

Reliance on Information Posted

Materials posted on our Website are not intended as advice and should not be relied upon as such. We therefore disclaim all liability and responsibility arising from any reliance placed on such information to the fullest extent permissible by local law.

Intellectual and Industrial Property

All intellectual and industrial property rights over all the information, images, our logo, service marks, trading names, trademarks, and other content displayed on the Website ("Materials") are either owned by Woollip or licensed to us by our licensors and Your use of the Website and Materials is subject to the following restrictions.

You may access, view and print out one copy of this Website and all Materials strictly in accordance with the Legal Terms. In this regard, You may only view, print out, use, quote from and cite the Website and the Materials for Your own personal, non-commercial use and on the condition that You give appropriate acknowledgement where appropriate to us.

The use of the Website by You does not imply the assignment of any intellectual and/or industrial property right over the Website and/or the Materials. To such effects, under this Legal Terms, it is expressly prohibited for the User, except in those events in which this is permitted by law or prior authorization has been granted by Woollip, to:

- remove any copyright or other proprietary notices contained in the Materials;
- use any Materials from the Website in any manner that may infringe any copyright, intellectual property right or proprietary right of us or any third parties; or
- reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this Website and/or the Materials for any commercial purpose, without our prior written consent.

Linking to Our Website

You may link to any page of the Website, for non-commercial purposes provided that You do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable and no false, inaccurate or incorrect statement on the Website and/or Woollip will be made from the linking website. (the “Linker Site”).

You must not link to our Website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not remove or obscure by framing or otherwise, advertisements, any copyright notice, or other information published on the Website. Our Website must not be framed on any other site.

If Woollip authorizes a link, it shall be set up on the following terms:

- The link will only connect to the home page of the Website.
- In no event will the authorization granted by Woollip mean that: (i) it sponsors, cooperates with, verifies or supervises the content and/or services provided through the Linker Site; or (ii) it is liable for the Linker Site content.
- The Linker Site shall be in full compliance with the Law and may never host own or third-party content that: (i) is unlawful or noxious or contravenes ethics and good customs (pornographic, violent, racist, etc.); (ii) misleads or may mislead the User to the false conception that Woollip subscribes for, sustains, adheres to or in any other manner supports the ideas, statements or expressions, either lawful or unlawful, of the sender; and (iii) is inappropriate or irrelevant relating to the activity of Woollip.

We reserve the right to withdraw linking permission at any time and without notice. In any case, in the event of breach of any of the above terms, Woollip shall proceed immediately and without prior notice to deactivate the link.

Privacy, Your Personal Data and Cookies

The privacy of Your personal data is important to us. We can collect information from You through the data collection forms included in the Website.
Third Party Sites

Our Website and/or the Materials may contain links to third party websites, for example Facebook, Twitter and YouTube (the “Party Sites”). In such events in which the Website hosts any Party Sites, Woollip shall act as mediation services provider, within the meaning of article 17 of the Information Society and Electronic Commerce Services Law (the “LSSI”). As provided for in the LSSI, Woollip shall not be liable for the services and content provided through the Party Sites, unless it had actual knowledge of its unlawfulness and did not deactivate the link with the due diligence.

In no event does the existence of Party Sites entail any recommendation, promotion, identification or conformity of Woollip with respect to the statements, content or services provided through the Party Sites. Accordingly, we shall not be liable for the content of the Party Sites or for the conditions of use or privacy policies of the Party Sites, only You are responsible for their verification and acceptance each and every time You access and uses the Party Sites.

Your browsing and interaction on any other website, including the Party Sites, is subject to that website’s own rules and policies including in relation to privacy. Please read those rules and policies before proceeding.

If You decide to visit any third-Party Site, You do so at Your own risk. We are not responsible for the content, accuracy or opinions expressed in such websites. Links do not imply that we are, or our Website is, affiliated to or associated with such sites.

The inclusion of any link on our Website or in our communications with You does not imply endorsement by us (or our parents, subsidiaries or affiliates, or any client of any of the foregoing) of the linked site. If You decide to access linked third-party websites, You do so at Your own risk.

Please remember that when You use a link to go from our Website to another website, these Legal Terms including our Privacy Policy are no longer in effect and You should read the Legal Terms included in such Party Sites.

Information on the Website

Should You or any other Internet user know that any information or content of the Website or provided through the Website is unlawful, damages third-party rights, contravenes the Legal Terms or is, in any other manner, noxious or contrary to ethical conduct or customary practice, You may get in touch with Woollip at the following e-mail address contact@woollip.com or on the following mail address: 38 rue de la Tour, 75116 Paris, stating:

- personal data of the notifying party: name, address, telephone number and e-mail address;
- description of the facts that show that the content or information is unlawful or inadequate and the specific address at which it is available;
- in the event of violation of third-party rights, such as intellectual and industrial property rights, the data of the holder of the infringed right must be stated where it is a person other than the notifying party. The instrument evidencing the ownership of the violated rights and, if appropriate, the powers of attorney to act on behalf of the holder where the holder is a person other than the notifying party must also be submitted.
The receipt by Woollip of the above-mentioned notice shall never imply, pursuant to the LSSI, the actual knowledge of the activities and/or content stated by the notifying party, where this is not obvious or evident. In any case, Woollip retains the right to suspend or remove the content that even if it does not unlawful contravenes the rules established in the Legal Terms, taking into consideration in each case the legal goods in dispute.

Accordingly, if You consider that the Party Sites contain unlawful, noxious, denigrating, violent or inadequate content, You may notify this to Woollip at the following e-mail address: contact@woollip.com. Nevertheless, such notice shall never imply the obligation of Woollip to remove the link in question or necessarily imply the actual knowledge by Woollip of the unlawfulness of the content of the Party Site for the purposes of legislation in force.

**Our Liability**

To the fullest extent permissible by law, we exclude and disclaim all warranties, terms, conditions and representations that might otherwise be implied by law in relation to this Website. In particular we do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. You must take Your own precautions in this respect.

We do not accept liability for any failure to maintain the Website.

We shall not be liable, under these Legal Terms for any indirect, special, incidental or consequential damages or otherwise, even if advised of the possibility of such damages.

The Materials may contain inaccuracies and typographical errors. We do not warrant the accuracy or completeness of the Materials.

We shall not be liable for any loss caused as a result of Your actions or inactions based on the Materials available on this Website. However, nothing in these Legal Terms shall affect Your statutory rights.

**Legal Compliance and Applicable Law**

The access to and use of the Website by You implies also the full acceptance of this section (the “Legal Compliance and Applicable Law”), therefore it should be read carefully each time You access the Website.

These Legal Terms shall be governed by the laws of Spain and any matter or dispute arising in connection with them shall be subject to the exclusive jurisdiction of the courts of Paris (France).

You accept, expressly and without qualifications, that You will access and use the Website solely and exclusively under Your own responsibility and that You are responsible for compliance with applicable local laws relating to the use of or otherwise connected with the Website. In this regard, You undertake not to use the Website for fraudulent purposes, not damaging through Your conduct the image, interests or rights of Woollip or third parties. In addition,
You undertake not to carry out any act seeking to damage, render useless or overload the Website or that may impede, in any manner whatsoever, its normal use and operation. To the extent that the Website or any activity contemplated by it would infringe any law of a jurisdiction other than French, then You are prohibited from accessing or using the Website or attempting to carry on any such offending activity and this provision shall override all other provisions of these Terms.

In this regard, You are informed that, should You breach the Legal Terms or any other particular terms or conditions contained in the Website, Woollip retains the right to limit, suspend or terminate Your access to the Website, adopting any technical measure necessary for such purpose. In addition, Woollip retains the right to put in place such measures should it have any reasonable suspicion that You are violating any of the Legal Terms of the aforementioned instruments.

Should any of the provisions of the Legal Terms be declared null, it shall be removed or replaced. In any case, such declaration of nullity shall not affect the rest of the provisions of the Legal Terms.

Contact Us

If You have any concerns or queries about material which appears on our Website or if You have questions about Your use of this Website or these Legal Terms please email us at contact@woollip.com.

If You have any suggestions for improvements or additions that You would like to see on the Website please email us at contact@woollip.com. Our postal address for correspondence is: 38 rue de la Tour, 75116 Paris – France.