

Terms and Conditions

You should read these terms and conditions ("these Terms") carefully as they affect your rights and liabilities under the law and set out the terms under which Stillwater Holding B.V. ("Cocoon", "we" and "us") makes the goods available to you.

1. Use of this Site

This Site is provided to you free of charge for your personal use subject to these Terms. By using this Site you agree to be bound by these Terms.

All orders and purchases made on this Site will also be governed by these Terms and will be between you and Stillwater Holding B.V. . Your contract will not under any circumstances be with any other party, including any retailer whose web site may have directed you to this Site.

THESE TERMS DO NOT AFFECT YOUR STATUTORY RIGHTS

2. Prices

The prices payable for the items that you order are clearly set out in the web site. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch the item concerned. All prices are in EUROS and are expressed inclusive of Duty but exclude any local taxes that may fall due.

3. Availability

If for any reason beyond our reasonable control, we are unable to supply a particular item, we will notify you as soon as possible.

4. Acceptance

There will be no contract of any kind between you and us unless and until we actually dispatch the goods to you. At any point up until then, we may decline to supply the goods to you without giving any reason. At the moment that we accept your order, by dispatching the goods (and not before), a contract will be made between you and us. If we decline to supply goods and payment has already been taken from your credit or debit card, we shall credit your credit or debit card with the price of the goods within 30 days of declining your order. We shall not be obliged to offer you any additional compensation for disappointment suffered.

If there is a problem with your order in terms of availability of the goods or our ability to deliver, we shall contact you by telephone or email as soon as reasonably practicable.

If the goods that you ordered are not available, we reserve the right to substitute goods of a similar specification and quality.

5. Delivery and Acceptance

Delivery will be made to the address specified by you on the completed order form. Once goods have been delivered to you they will be held at your risk and we will not be liable for their loss or destruction.

All deliveries are by third party carriers. If you are not able to take delivery of the products, depending on the carrier used, your goods will either be stored at the depot nearest to your address until you can collect them or the carrier will attempt to redeliver the goods to your address.

Once the goods are delivered to you you have 7 working days to inspect the goods. If you do not inspect the goods within 7 days and the goods are damaged, or we shipped you the wrong product etc, we will not send you replacement.

We shall use our best endeavours to secure delivery within 30 days of the delivery date of your order but shall not be liable for loss occasioned by delay in delivery arising out of any cause beyond our control.

If you order items with different availability dates, we will hold all the items until the last item is delivered. You may however choose to have each item delivered separately and we reserve the right to charge you a delivery charge each time.

If our couriers cannot make a delivery you will be contacted by both ourselves and the couriers to arrange a re-delivery or pick up.

If you do not respond and the items are returned to ourselves you may be subject to a charge. If the item needs re-delivering there will also be a re-delivery charge.

Photographs may be asked for as form of identifying any issues with the order, please mail the pictures (.jpeg files of 2 Mb.) together with the order-number to: support@bycococon.com

6. Cancellation

You have the right to cancel your order up to 14 days after the day following the delivery by contacting us using our online customer support: support@bycococon.com

If the goods have already been dispatched at the date of receipt of your cancellation of the order you must return the goods to us in accordance with paragraph 7 below and we will credit your credit or debit card with the price of the goods within 30 days beginning with the day on which notice of cancellation was given.

If you do not return the goods within 21 days of your cancellation, we will make a charge in respect of the cost of recovering the goods. If you do not return the goods or fail to make them available for collection within 30 days of your notice of cancellation, you will be deemed to have accepted the goods, at which point a new purchase contract will be made and you will be charged for your order at the price set out on the web site. This does not affect your statutory rights.

7. Damaged goods / products with factory defect / returns;

If you want to return goods for any reason, this should be done within 14 days from the date of delivery. In all cases you first must contact the customer care center (support@bycococon.com), before you arrange the return of the article, to get approval for this. Please add the invoice number in this email.

Please note that we can not process the credit of the article without this approval.

Cococon can not be responsible for returned goods that we have not received. We therefore advise you to send the package insured, and ask for proof of delivery.

Where goods, which have no product fault, are returned, you will be refunded after inspection, if the goods are returned in the original packaging and are in exactly the same condition as how you received them from us.

If you receive goods that do not match your order, please e-mail our customer service center with the invoice number, a brief description of the problem and 2 clear photos (2MB in JPEG format) via support@bycococon.com . We will then, if desired, send a replacement item. Cococon is responsible for the return costs of the incorrect goods.

If you receive goods that are defective (factory error) or damaged during shipping, please e-mail our customer support center (support@bycococon.com) with a brief description of the problem and 2 clear photos (2MB in JPEG format). Cococon does not take defective / damaged goods in return. You will have to destroy the defective / damaged goods or keep any yourself.

NOTE: Cococon is not liable for the additional costs of the parts not supplied by us / additional cost of working to rectify the problem without Cococon has given written approval here.

In all the above cases, you should contact the Customer Service Department via support@bycococon.com

8. Payment

You can pay by any American Express, Mastercard or Visa credit card and Maestro debit cards. Your credit-debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of order.

Our liability to you in connection with any order will not exceed the total price charged for the goods.

9. Intellectual Property

The content of this Site is protected by copyright, trade marks and other intellectual property rights. You may retrieve and display the content of this Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all

and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on this Site without written permission from Cocoon.

No licence is granted to you in these Terms to use any trade mark of Cocoon.

10. Availability of this Site

Although Cocoon aims to offer you the best service possible, Cocoon makes no promise that the services at this Site will meet your requirements. Cocoon cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it to the Customer Services (see below for contact details) and we will attempt to correct the fault as soon as we reasonably can. If you have any suggestions as to how we may improve the site, please contact Customer Services who will be pleased to hear from you.

Your access to this Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

11. Dimensions and installation of sanitary from Cocoon

We advise you not to book any plumbers / installers until you completely received your order at home. (see paragraph 12. Liability)

We advise you to let your product be installed by qualified plumber / installer (see paragraph 12. Liability)

All sizes given are approximate and a guide only.

12. Our liability

This Site is provided by Cocoon without any warranties or guarantees. You must bear the risks associated with the use of the Internet.

In particular, we disclaim all liabilities in connection with the following:

Incompatibility of this Site with any of your equipment, software or telecommunications links.

Technical problems including errors or interruptions of this Site.

Unsuitability, unreliability or inaccuracy of this Site.

Inadequacy of this Site to meet your requirements.

If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us via support@bycocoon.com of the problem within 7 working days of the delivery of the goods in question.

If you do not receive goods ordered by you within 30 days of the original delivery date-indication, we shall have no liability to you unless you notify us in mail (support@bycocoon.com) of the problem within 40 days of the date on which the goods original delivery date.

If you notify a problem to us under this condition, our only obligation will be, at your option:

To make good any shortage or non-delivery;

To replace or repair any goods that are damaged or defective; or

To refund to you the amount paid by you for the goods in question in whatever way we choose.

Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question.

The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to this Site.

Nothing in these Terms shall exclude our liability for personal injury or death caused by our negligence or shall affect or exclude your statutory rights where it would be unlawful to do so.

Cocoon is not liable for the additional costs of the parts not supplied by us / additional cost of work to rectify the problem without Cocoon has approved this in mail.

12. Third Party Websites

This Site includes links to other web sites or material which are beyond its control. Cocoon is not responsible for content on the Internet or World Wide Web pages, or any other site outside this Site.

13. General

These Terms shall be governed by and construed in accordance with the laws of the Netherlands and any disputes will be decided only by the Dutch courts.

If any of these Terms is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.

14. International Use

Cocoon makes no promise that materials on this Site are appropriate or available for use in locations outside the European Union, and accessing this Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the European Union, you do so on your own initiative and are responsible for compliance with local laws.

15. Privacy Policy

You acknowledge and agree to be bound by our privacy policy. Please [click here to view our privacy policy](#).

You acknowledge and agree to be bound by our privacy policy. When we suspect a fraud / uncertainty about customer data, we Cocoon, retain the right to ask for proof of address and / or identity (utility bill / mobile phone bill / driving license etc.) Only then (if everything is as required) we can process and send your order. This does not affect your consumer rights and all received personal data will be destroyed within 7 working days after inspection.

16. General

You may not assign, sub-licence or otherwise transfer any of your rights under these Terms.

If you breach these Terms and Cocoon ignores this, Cocoon will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms.

Cocoon shall not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

A person who is not a party to these Terms shall have no right to enforce any term of these Terms but this shall not affect any right or remedy of a third party which exists or is available apart from that law.

17. Customer Services

If you have an order query, contact us using our online enquiry system.

This Site is owned and operated by Stillwater Holding B.V. , Singel 136-B, 1015AG , Amsterdam, a

company registered in the Netherlands with registered number 27.29.38.53 and VAT registration number NL 817236478B01

18. The Cocoon Warranty

Exceptional quality is one of the key factors contributing to Cocoon success. We offer a 1, 2, 5 and 15 year warranty, against manufacturing defects on all products and their parts when used in normal domestic applications (excluding serviceable parts, neglect or abuse). Additionally, we guarantee the surface finishing, twenty years on stainless steel.

The Cocoon Warranty period starts from the date on your invoice Cocoon. There will be no exceptions.

Within your warranty Cocoon offers a warranty on manufacturing and material defects.

Once the goods are delivered to your home you have 7 days from the day of delivery to inspect any damage the goods. Any damage reported after 7 days from the day of delivery will not be covered by the Cocoon Guarantee.

If you receive damaged goods, please contact our Customer Service Department within 7 days. In all cases, send an email to our customer service department containing a short description of the problem, the invoice number and two photos (2MB in JPEG format), via support@bycocoon.com.

Upon receipt of your email with the complaint and pictures, the Customer service department shall assess the case and offer you a suitable solution.

If you receive goods that do not match your order, please send an email to our Customer Service with 2 clear photos (2MB in JPEG format) the invoice number and a brief description of the problem.

Cocoon is responsible for costs of collection and exchange of the goods.

If you want to return goods this must be done within 14 days from the date of delivery. In all cases, first contact our Customer Service Center before you send the goods back to get a return approval. This can be done via support@bycocoon.com. Please note that we can not process the credit of the goods without this approval.

When purchasing a custom Cocoon-sofa: In the case of a special order (for example, with non-standard fabric or a custom-made or customized sofa using the custom-sofa-button on the website) we do not have to accept the return automatically. On the other hand we do not want you stuck with a sofa you do not want, so we will almost certainly take it in return but will ask for a compensation payment (usually 35%)

Cocoon is not responsible for returned goods that we have not received. We therefore encourage you to send the goods insured and ask for the tracking data.

Where goods are returned which have no product error, you will be credited after inspection, only if the goods are returned in the original packaging and are in perfect condition.

The Cocoon Guarantee does not apply when a product / part failure is due to regular wear-and-tear. This means that, service parts / wearing parts, such as thermostat cartridge, flow control cartridge, ceramic disk, o-rings, etc., are not covered by the Cocoon warranty.

The Cocoon Warranty will solely be valid if the product (s) are installed, maintained and used in accordance with our instructions / manual and advice. I.e. that intentional damage, damage caused during installation, damage due to poor maintenance, damage due to pollution and / or calcification, damage by the use of detergents, damage by adjusting the product, damage by add / edit products other than products of Cocoon, damage due to weather conditions (frost, moss, heat, etc.), your Cocoon Warranty will expire with immediate effect.

This warranty does not affect your statutory rights. If any of the provisions above are contrary to any relevant legislation, then that provision shall be deemed to be excluded from the warranty and the rest of the provision(s) will apply.