



3629 Reed Creek Drive, Bassett, Virginia 24055

# Terms and Conditions

## **SLEEPSAFE® BEDS, LLC** TERMS & CONDITIONS OF SALE –EFFECTIVE January 1, 2025

1. The following terms and conditions of sale (the "Terms of Sale") apply to orders placed with SleepSafe® Beds, LLC for all products and services except where specifically stated otherwise within these Terms of Sale.
2. The Terms of Sale describe the basis of which SleepSafe® Beds, LLC enters a contract to provide goods or services to the Customer.
3. SleepSafe® Beds LLC reserves the right to change its Terms of Sale at any time. Any changes will be effective from the date of publication on the SleepSafe® Beds, LLC website (SleepSafeBed.com).
4. Customers should ensure they understand and accept these Terms of Sale before placing an order. If there are any questions, Customers are invited to contact us for clarification prior to ordering.

### DEFINITIONS

1. The contract is with SleepSafe® Beds, LLC. The terms "the Company", "we", and "us" are used for convenience and should be construed accordingly.
2. The term "Customer" (e.g. DME - Durable Medical Equipment provider) is used to include the legal entity that places the order, or person who places the order, and any other agent expected to have authority regarding any sales issue in question.

### LAW

1. Transactions shall be governed in all respects by the laws of the State of Virginia. All actions relating to any claim by Company or Customer shall be brought exclusively in the Courts having a situs in the State of Virginia, County of Henry, without regard to any courts in any other jurisdiction.

### QUOTATION

1. Quotations are submitted, and orders are only accepted subject to the terms and conditions of sale that follow. These terms and conditions of sale supersede any prior buyers' terms and conditions.
2. Quotations are valid for thirty days. Prices will be honored during this period.
3. Quotations may or may not include delivery charges. Delivery charges will be confirmed at the time of sales order confirmation.

## ORDERING

1. All SleepSafe® Beds are special-order items. All orders are subject to production times and confirmed upon order confirmation. Typical production time for SleepSafe® Beds, LLC products is 7 to 10 working days.
2. It is the responsibility of the Customer and Customer agent (e.g. ATP- Assistive Technology Professional) to consult with caregivers, therapists, and physicians, to medically diagnose and prescribe the appropriate SleepSafe® Bed for the person who will be using the Bed. SleepSafe® Beds, LLC is not authorized to prescribe or recommend our products and must rely on our Customers for accurate orders.
3. We reserve the right to discontinue or modify any product without notice, either temporarily or permanently. We are not liable for any modification or discontinuation of any product or product feature.
4. Matching color finishes: Items made from natural products, such as wood and fabric, are not guaranteed to have the exact color, shade, or finish as items viewed at the factory, Customer showroom, Customer website, or Company website, due to the inherent nature of such products. The reproduction of colors on printed materials and websites cannot be perfect but is as accurate as photographic and publishing processes allow. Please note: wood and fabric samples are a representation of the finish and color only.
5. We cannot guarantee an exact match to product color features which have been ordered at different times.

## PAYMENT

1. Payments are accepted by check, and all major credit cards.
2. Invoices for established Customers have a two-tier discount. The second discount will be forfeited if the invoice is not paid within terms.
3. Accounts not paid within terms are subject to a 1.5% monthly (18% annually) finance charge.
4. Delinquent Customer accounts are subject to suspension until payment arrangements are made with the Company.
5. All orders received while Customer account is in a suspend status will be held until account is within terms.

## SHIPPING

1. The cost of shipping a SleepSafe® Beds, LLC bed order is included for all shipments within the 48 contiguous states.
2. As a service to our Customers, SleepSafe® Beds, LLC will provide a quote, upon request, for the shipping of orders that do not meet standard criteria. i.e. part orders that are not covered by the 1st year warranty; orders that need to be shipped to Alaska, Hawaii, or Canada, etc.
3. Ownership of the product transfers to the Customer upon the freight carrier taking possession of the order for transport. Therefore, responsibility for damage occurring in-transit is the owner 's and claims for freight damage must be made upon receipt.
4. Freight claims must be filed directly with the selected carrier by the Customer. The Company is not responsible for a Customer's own, or third-party, freight damage when transporting to their Customer as a distributor of the Company's product.

## DELIVERY / SETUP FOR SLEEPSAFE® BEDS

1. The Company works with its Customers, typically Durable Medical Equipment (DME) providers across the United States and Canada to deliver, assemble and install its bed products.
2. SleepSafe® Beds are to be installed following the specific, enclosed instructions that accompany the bed at delivery. The complete and correct assembly is necessary for the safety of the person using the bed. It is important to carefully inspect the finished assembled bed for accuracy.
3. The following information is designed as a checklist for our partners to review before the Company's products are delivered.
  - a) The property of the shipping location must be in suitable condition to allow delivery.
  - b) The property must be free from any relevant health and safety hazards. Any flooring, carpeting, electrical, plumbing, or additional work in the areas where items are to be delivered must be completed.
  - c) There must be adequate space within the property to deliver and install the bed.
  - d) Customers are responsible for checking the dimensions of items ordered to ensure there is adequate space for access in elevators, staircases, hallways, and doorways.
  - e) Assure there is enough space where the bed is to be assembled.
  - f) All staircases and lifts to be used for access to the property must be accessible and available throughout the scheduled delivery time.
  - g) If the delivery personnel believe the delivery of an item may cause damage to the item or property or infringe Health & Safety regulations, they will inform the Customer. In such circumstances, SleepSafe® Bed, LLC will not be liable for any damage to the item or the Customer's property during installation. We reserve the right to decline or complete the delivery. Further charges may be incurred for a second delivery.

## SIGNATURES

1. When Customer delivery personnel is on site, the receiving person is required to sign, confirming the satisfactory receipt of goods. If the person receiving is dissatisfied with the delivered items, this should be recorded by the delivery personnel and the Company should be informed immediately. Likewise, any rejected or missing items should be recorded by the delivery personnel and communicated back to the Company.
2. If no one is available to review shipment and sign a satisfactory receipt, the Customer acknowledges this at their own risk and the Company will not be held responsible for any damage or missing items.

## PACKAGING AND WASTE

1. As part of the delivery service, personnel will remove product packaging. The Company recommends saving the 4 cardboard stands provided to assemble the bed in case it needs to be disassembled and moved later.
2. The bed's packaging waste will be removed for recycling or disposal. This does not include removal and disposal of any waste, or discarded bed.

## BED MODIFICATIONS – POST ASSEMBLY

1. Any physical modification of a SleepSafe® Bed, or its components, after its initial assembly is not recommended as it will jeopardize the safety of the bed's occupant and will void the warranty.
2. Bed or bed component modifications may include the following examples: a
  - a) Removing the extension or any of its components. This can cause the top safety rail of the bed to swing freely without the ability to be secured.
  - b) Removing any of the preinstalled padding causing an entrapment possibility between the mattress and the bed sides.
  - c) Altering any bed component or substituting construction material.
3. However, bed modifications will occur if a SleepSafe® Bed is converted to another type of SleepSafe® Bed with different functionality. These modifications are performed by our DME providers or by other trained professionals.

## WARRANTY

### **Important Note**

*Used properly, safety rails help prevent occupant rollouts. However, the product does not take the place of proper client supervision and monitoring. Any modification to the product, or its components, may void the warranty and render the product incapable of fulfilling its intended purpose.*

### **Full One-Year SleepSafe® Bed Warranty**

The SleepSafe® Bed is warranted against defects in workmanship or materials for a period of one year from the date of purchase. SleepSafe® Beds, LLC will provide a warranty quote to Customer for repairs or replace any defective parts at no cost to the Customer if the shipment is within the continental United States.

Where an item develops a fault within the warranty period, the Customer should notify us in writing with full details and photographs. We may request to inspect the item before acknowledging that the item is faulty. If the fault is covered under warranty, we will arrange for it to be repaired or returned. When deemed the repair will not provide a satisfactory solution, we will agree to an exchange.

### **Limited Five Year SleepSafe® Bed Warranty**

During the second through fifth years from the date of purchase, SleepSafe® Beds, LLC will replace any part found to be defective. Purchaser shall pay all service and shipping costs related to the replacement of the defective part.

### **Terms and Conditions for SleepSafe® Bed Warranty**

A SleepSafe® Bed is expressly prescribed for a single user. This warranty will cover the bed for this user only. Warranty coverage beyond this use is handled on a case by case basis. This warranty applies to normal use and does not cover any damage caused by excessive wear, abuse, misuse, mishandling or modification of the product.

### **Maintenance**

Periodic checks of the tightness of all fasteners are recommended for product stability and safety. Clean with water and mild detergent using a soft cloth. Avoid abrasives and solvents.

### **RETURN POLICY**

SleepSafe Beds, LLC manufactures each custom bed as it is ordered. We ensure the bed model accurately matches the sales order. We carefully package each order to reduce the chance of damage during shipping. Returns are handled on a case-by-case basis. We do not accept returns after 90 days of the delivery date. If a return is authorized, a return quote will be generated acknowledging the return charges. Customer will pay shipping charges to and from the destination, and a 20% restocking fee. It is highly recommended, any return is shipped in its original, palletted condition. Any damaged bed components will not be credited.

Prior to ordering a bed, we encourage you to carefully review the quote to ensure accuracy. If you have any questions, please call us toll free to 866-852-2337.

Also, if you have mistakenly ordered the wrong Model, Foundation, Color, etc., we may have a “conversion kit” available. Please contact Customer Support (866) 852-2337 to discuss your options.

**Once a bed has been ordered, manufactured and shipped, it can only be returned for the following reasons:**

***In the event a bed is damaged during shipping:***

1. Please record any damage on the receiving slip and immediately call us at (866)-852-2337 before the delivery driver leaves. We may ask you to refuse the entire shipment, depending on the extent of the damage.
2. We will promptly ship new parts to replace the damaged parts. If the bed is a total loss, we will expedite the shipment of a new bed to replace it.
3. We are not responsible for damages once you have signed to receive your bed.

***In the event SleepSafe® Beds, LLC ships a bed that does not agree with the sales order confirmation:***

1. We will quickly ship the correct bed and arrange to have the incorrect bed shipped back to us at our expense.
2. Please check the packing slip before unpacking the pallet. Match the packing slip to your sales order. Carefully check for damaged packages.

***In the event a SleepSafe® Bed needs a replacement part.***

1. If a part becomes damaged or defective, we will ship you the replacement. If covered by warranty, there will be no charge. If not covered by warranty, a quote will be issued for the cost of shipment.
2. If we need to request the return of a part, for quality analysis, etc., we will send a pre-paid shipping label for its return, along with the replacement part, or we will email the shipping label for you to return the part to us.
3. We do not issue a "Return Authorization" tag for parts that have failed or have become obsolete. The parts need to be removed from the Customer's premises and disposed of properly.

**CANCELLED SALES ORDERS**

1. It is the Customer's responsibility to check the order form and confirm that all products and shipping address details are correct.
2. Once a Customer submits a sales order and it is accepted by SleepSafe® Beds, LLC, it can be cancelled with 24 hours without incurring additional charges.
3. If the Customer cancels the sales order after 24 hours charges may incur.
4. If the Customer cancels the sales order when the SleepSafe® Bed is in the process of being shipped, the Customer must pay shipment charges to and from the destination, and a 20%(of the sales order total) restocking fee.
5. It is the Customer's responsibility to ensure accessibility for bed delivery.6.Any bed that cannot be delivered because of problems involving access, cannot be returned.

**FAILED DELIVERIES**

1. Should we fail to complete a delivery for any reason before the agreed delivery date, we will attempt to notify the Customer at the earliest opportunity to agree on a solution.
2. Should any delivery fail due to inability to access the delivery property, or another matter for which the Customer is responsible, a charge may be incurred.
3. If it appears that an item has not been delivered, the Customer should notify us within 24hours.

## LIMITATIONS OF LIABILITY

1. SleepSafe® Bed, LLC's entire liability to the Customer under these Terms and Conditions of Sale will not exceed the price paid for the goods and any other charges relating solely to those goods.
2. SleepSafe® Bed, LLC is not liable for any loss of revenue, profit, savings, goodwill, business opportunity, injury to reputation or for any other losses to the Customer that are not reasonably foreseeable by the Company when the order is accepted. No liability will be accepted under the contract with SleepSafe® Bed, LLC for any losses incurred by any associates, clients, partners, companies or any other person or legal entity related to the Customer except where specifically agreed otherwise in writing in advance.

## INDEMNIFICATION

1. By placing an order, the person doing so confirms that he or she is authorized to do so on behalf of the named person, company or other legal entity that is provided as the Customer.

## ACCEPTANCE

2. Customers are deemed to have accepted these Terms and Conditions of Sale either by explicit acceptance or by continuing to engage in business with the Company after being given a reasonable opportunity to read them.
3. Invoices and quotations and various other documents refer to these Terms and Condition of Sale. Placing such an order or receiving such a document is deemed to provide notice of these terms.

## ENTIRE AGREEMENT

1. This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein.
2. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by one of the Seller's Managers. All transactions shall be governed by the Company and the Customer solely by the terms and conditions contained herein.