

SleepSafe Beds, LLC 3629 Reed Creek Drive Bassett, VA 24055

Toll Free: 866.852.2337 Local: 276.627.0088 Fax: 276.627.0234

SleepSafeBed.com

Thank you for your interest in SleepSafe® Beds.

Since 2001, we have served those with special needs by providing high quality products and excellent customer service. With pride, we manufacture our products in the USA.

Our patented design for SleepSafe® Beds meet or exceed the FDA's guidelines on the **7 Zones of Entrapment** found in traditional hospital beds. SleepSafe® Beds address entrapment issues and falls, creating a safer sleep environment for children or adults with special needs who need the protection of full length safety rails.

SleepSafe® Beds are available in twin, full and queen sizes with safety rail heights up to 52 inches above the mattress. Foundation options include fixed, electronically adjustable or manual Hi-Lo and head and knee adjustments choices. SleepSafe® Beds are usually covered by state and private insurance companies as durable medical equipment.

We look forward to discussing the opportunity to work with you and your team in the future. If you have any questions, please do not hesitate to contact us.

Best regards,

Gregg Weinschreider

Gregg Wainschreider

President

SleepSafe® Beds, LLC



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Obtaining Insurance Coverage for a SleepSafe® Bed

As Durable Medical Equipment, most SleepSafe® Beds are covered by Medicaid and private insurance

We do not sell directly to insurance companies. For Insurance coverage, customers work with their Durable Medical Equipment (DME) provider, who are qualified to recommend the proper *SleepSafe® Bed* for a specific medical need.

This information is from experience working daily with our customer's DME providers and caregivers. Keep in mind that these are general guidelines and that each state sets and regulates its own guidelines.

Two basic requirements are typically necessary:

- 1. A Letter of Medical Necessity.
- 2. A prescription from a doctor specifying the exact bed model and features outlined in the letter.

About Letters of Medical Necessity:

In a Letter of Medical Necessity, it must be clear that a <code>SleepSafe® Bed</code> addresses SPECIAL NEEDS and is the ONLY bed to address the SPECIFIC MEDICAL NEEDS of the person (patient) who will be using the bed. You must point out why their needs are not being met by their current bed. Once these failings or dangers are detailed, a <code>SleepSafe® Bed</code> can then be prescribed as a solution to their medical needs.

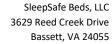
Below is a 5-step outline to help with the construction of a solid letter.

A Basic Outline for a Letter of Medical Necessity

1. Introduce the patient and how long they have been in the care of the doctor or facility. Describe their condition and detail the special needs that are a consequence of the condition, these are commonly physical and/or cognitive disabilities:

For Example:

- Lack of body or mental control;
- Frequent seizures;
- No recognition of the danger from rolling or falling out of bed;
- Entanglement with the side rails if a "hospital" bed is currently in use and the potential or documented injury as a result;
- Potential for entrapment with the possibility of suffocation due to the gaps around the mattress—especially the corners.
- 2. Explain how the current bed or crib fails to protect the patient from falls that can result in an injury. Include, if applicable, how the patient has the capacity to climb up dressers or chairs around their environment, furthering the chance of injury.





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- 3. Address the necessity for the patient to be seen for medical observation and the patient to see their caretaker within an environment that is medically safe and secure. It is recommended that you mention the psychological benefits as well.
- 4. Recommend the SleepSafe® Bed model that addresses each of these concerns—with specific requirements such as full safety rails, or specific safety rail height required for medical necessity and safety.

For Example:

- For extremely active patient disorders, the double safety rail and mattress height adjustability of the SleepSafer® Bed model could best accommodate that need;
- The necessity to raise the head or knees of the patient (articulation) to feed, medicate, or provide patient mobility with the bed for therapy.
- 5. Remember that this process is about defining how a *SleepSafe® Bed* fits the specific medical need of the patient. <u>Be careful to avoid any benefit to the caretaker</u>, as it could cause your request for insurance coverage to be denied.
- 6. Be sure that the letter AND the prescription prescribe the EXACT same *SleepSafe Bed* model. If the Letter of Medical Necessity is requesting a SleepSafe II (Medium Bed) with a Hi-Low foundation, the doctor should request the same model.

Our website has a link to Lmnbuilder.com, a useful tool for creating Letters of Medical Necessity.

If Medicaid has denied your claim

If your request for a *SleepSafe® Bed* has been denied, you may have the right to appeal, but you must act quickly and follow every rule associated with the denial. Read the letter or correspondence very carefully to make sure you <u>don't miss a deadline</u>. There is usually a short time line to complete all steps in requesting an appeal, often only 15 to 30 days.

Find help in your state

Every state has Legal Services to help those who may need help but cannot afford legal representation. Follow this link http://www.ncsc.org/topics/legal-services/legal-aid-pro-bono/state-links.aspx for Legal Services contacts in your state. There is no guarantee that they will accept your case, however if they do, there should be no charge to you.

Help them to help you!

To increase the chance of an agency accepting your case, be prepared BEFORE you call them. Your DME Provider may help you when contacting an advocate. If you seek the help of your DME Provider, <u>you will need to sign a HIPPA release</u>, so they can talk to others on your behalf. Do your best to provide the advocate a complete packet of information that should include the following information:



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- 1. **Patient (Client) Information.** This is the person who has been denied.
- 2. Manufacturer representative information (SleepSafe® Beds)
- 3. The notice of determination (Letter or other communication stating claim has been denied)
- 4. Letters of Medical Necessity (Any letters that were submitted with the claim)
- 5. **Cost analysis information** (LCEEA) (Provide information that you have considered and exhausted ALL alternatives and why a *SleepSafe® Bed* is the least costly alternative to fit your specific need)
- 6. **Product information** Be sure to provide the exact bed you need. There are different safety rail heights for the *SleepSafe* (Low Bed), *SleepSafe* II (Medium Bed) and the *SleepSafer* (Tall Bed). There are also differences for the bed foundations to consider:
 - Fixed foundation
 - Articulating Foundation
 - Hi-Lo Foundation (Articulation plus Hi-Lo operation)
 - Foundations can be operated manually, electrically or a combination of both.

We recommend that you provide a web link from www.sleepsafebed.com to the bed model you chose and a SleepSafe® Bed brochure. At http://sleepsafebed.com/products/photo-gallery/ you can find more information about the beds including specifications comparing bed models.

The advocate may be unfamiliar with a *SleepSafe® Bed*. It is VERY IMPORTANT for all of those involved to know about the bed you need.

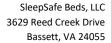
This may include information on 'specialty beds for those with special needs', which is different than a traditional hospital bed. SleepSafe® Beds fit a very specific need:

- Helps prevent becoming entrapped or entangled within the bed
- Helps prevent injury within a bed, particularly when the bed is padded
- Helps prevent rolling, falling or climbing out of bed
- Provides a safe sleeping environment.

This information may include any studies conducted on safety issues that may be associated with a traditional hospital bed, or specialty bed or why some individuals may need a specialty bed. An example is the <u>Hospital Bed System Dimensional and Assessment Guidance to Reduce Entrapment</u> published by the FDA. This explains the risk of entrapment in certain types of beds.

Remember: There is no guarantee that an advocate will take your case!

Your legal advocate may review the information and investigate your case to discuss your legal options. Be prepared! Providing as much information upfront can help the advocate decide to take the case. It will be helpful to them to have the information in place that will be needed in an appeal, reducing the amount of their work. This could help them say YES!





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IMPORTANT MESSAGE WHEN ORDERING PADDING FOR A SLEEPSAFE® BED

Please read this section carefully!

- IMPORTANT: Please specify padding with your initial SleepSafe® Bed order.
- When ordering padding, please indicate if you want the <u>padding to cover the windows</u> in the safety rails, or if you want <u>the padding to be installed around the windows</u> in the safety rails.
- A SleepSafe® Bed ordered with pads is fitted with a mattress to accommodate the padding.
- A SleepSafe® Bed ordered without pads is fitted with a wider mattress.
- If you want to add padding to a *SleepSafe® Bed* that is in use, the pads will be sent along with a new mattress and deck. Contact customer service at 866.852.2337 for details.



Other Notes:

- If you order padding for your *SleepSafe® Bed*, it will be installed at the factory and will cover ALL FOUR sides. Padding only one or two sides is NOT an option.
- If you order padding for your *SleepSafe® Bed*, it is very important to NEVER use the bed if you have removed one or more of the pads. If you remove ANY of the pads, a gap will be created between the mattress and the sides of the bed potentially creating a risk for entrapment.



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Credit ApplicationThe undersigned is applying for credit with SleepSafe Beds, LLC and agrees to allow SleepSafe Bed, LLC research the applicant's credit history and financial background.

Company Information									
Company Name:		How did you hear about us? O Web O Trade Show O Referral							
DBA (If different from Company Name):						Other			
Address:	City:				State:	Zip:			
Phone:	Fax:			Email:					
Federal Tax ID or Social Security Num	ber:			Sales Tax Ex	x Exempt? Yes No				
Corporation (State)	○ LTC	○ Partn	ership (Sole Propr	ietor				
Type of Business:									
Company Contacts (Corporate	tions: list 3 cl	hief officers; i	Partnerships:	list partners	; Sole proprieto	r: list owner)			
Name	Title		Address						
Trade References (Please pro	vide 3 refere	nces: Compa	ny, Contact, d	and Phone N	lumber)				
Company	Contact FAX				Email				
Bank Reference (Please Bank	Name, Ассои	ınt #, Contac	t, and Phone	Number)					
Bank Name	Account #		Contact		Phone				
Authorization									
I represent that the above information My company and I authorize SleepSafincluding contacting the above referent trade references, banks and credit rept the financial history and credit worth.	e Beds to mances and ban	ke such cred ks and obtaincies to disclos	it investigation ning credit re se to SleepSa	on as SleepSo ports. My co	afe Beds deems ompany and I at	necessary, uthorize all			
AUTHORIZED SIGNATURE		Printed Nar	ne:						
Title:									



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New Account Set-Up Information

The undersigned is seeking an account with SleepSafe Beds, LLC and agrees to abide by the standard terms and conditions as outlined under GENERAL TERMS AND CONDITIONS.

Company Information										
Company Name:										
DBA (If different from Company Name):										
Address:			City:		State:	Zip:				
Phone:		Fax:		Email:						
Federal Tax ID or Social Security Number:				Website:						
○ Corporation (State) ○ LLC ○ Partne			ership O Sole Proprieto	r	Sales Tax Exempt? O Yes O No					
Billing Information										
Contact:		Billing Addre	ess:							
Phone:		Fax:		Email:						
Shipping	Informaton									
Contact:		Shipping Ad	dress:							
Phone:		Fax:		Email:	Email:					
Addition	al Contacts									
	Name		Phone		Email					
Primary										
АТР										
АТР										
OT/PT										
Purchasing										
Accts. Pay.										
General	Terms and Condit	ions (After	credit application is proce	essed and ap	proved)					
 Balance of invoices are due net 30 days from shipping date. A of 1.5% service charge per month (18% annually) will be added to amounts billed if not paid within 30 days. No additional credit will be extended to past due accounts unless arrangements are made with our credit dept. Personal Guarantee: If the credit customer is a Corporation, those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the Corporation. 										
AUTHORIZEI	O SIGNATURE		Printed Name:							
			Title:							



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SleepSafe® Bed MSRP List

Manufacturer's Suggested Retail Price (MSRP)

Effective 1/01/2020 Previous price increase 7/01/2013

SleepSafe® (Basic Bed)	TWIN / Part Num	ber	- Avai	lable in Alder, Oak	an	d Mapl	e		
FIXED	SB-BX or BB-FC-T	\$	6,297	Full - N/A			Queen - N/A		
ELECTRIC ARTICULATION	SB-PL-FC-T	\$	7,495	Full - N/A			Queen - N/A		
MANUAL ARTICULATION	SB-MP-FC-T	\$	8,795	Full - N/A			Queen - N/A		
SleepSafe® (Low Bed)	TWIN / Part Number FULL / Part Number				QUEEN / Part Number				
FIXED	SS-BXorBB-FC-T	\$	5,864	SS-BXorBB-FC-F	\$	6,449	SS-BXorBB-FC-Q	\$	7,449
ELECTRIC ARTICULATION	SS-PL-FC-T	\$	7,244	SS-PL-FC-F	\$	7,967	SS-PL-FC-Q	\$	8,967
ELECTRIC HI-LO COMBO	SS-HL-FC-T	\$	9,084	SS-HL-FC-F	\$	9,991	SS-HL-FC-Q	\$	10,991
MANUAL ARTICULATION	SS-MP-FC-T	\$	7,129	SS-MP-FC-F	\$	7,852	SS-MP-FC-Q	\$	8,852
MANUAL HI-LO	SS-MF-FC-T	\$	7,444	SS-MF-FC-F	\$	8,167	SS-MF-FC-Q	\$	9,167
MANUAL ELECTRIC COMBO	SS-ME-FC-T	\$	8,834	SS-ME-FC-F	\$	9,741	SS-ME-FC-Q	\$	10,741
MANUAL HI-LO COMBO	SS-MH-FC-T	\$	8,584	SS-MH-FC-F	\$	9,491	SS-MH-FC-Q	\$	10,491
SleepSafe® II (Medium Bed)	TWIN / Part Num	ber		FULL / Part Number	er		QUEEN / Part Nur	nbe	er
FIXED	S2-BXorBB-FC-T	\$	6,449	S2-BXorBB-FC-F	\$	7,094	S2-BXorBB-FC-Q	\$	8,094
ELECTRIC ARTICULATION	S2-PL-FC-T	\$		S2-PL-FC-F	\$	8,612	S2-PL-FC-Q	\$	9,612
ELECTRIC HI-LO COMBO	S2-HL-FC-T	\$	9,669	S2-HL-FC-F	\$	10,636	S2-HL-FC-Q	\$	11,636
MANUAL ARTICULATION	S2-MP-FC-T	\$	7,714	S2-MP-FC-F	\$	8,497	S2-MP-FC-Q	\$	9,497
MANUAL HI-LO	S2-MF-FC-T	\$	8,029	S2-MF-FC-F	\$	8,812	S2-MF-FC-Q	\$	9,812
MANUAL ELECTRIC COMBO	S2-ME-FC-T	\$	9,419	S2-ME-FC-F	\$	10,386	S2-ME-FC-Q	\$	
MANUAL HI-LO COMBO	S2-MH-FC-T	\$	9,169	S2-MH-FC-F	\$	10,136	S2-MH-FC-Q	\$	11,136
SleepSafer® (Tall Bed)	TWIN / Part Num	ber		FULL / Part Number	er		QUEEN / Part Nur	nbe	er
	SR-BXorBB-FC-T	\$		SR-BXorBB-FC-F	\$		SR-BXorBB-FC-Q	\$	8,740
	SR-BXorBB-FC-T-DV	\$		SR-BXorBB-FC-F-DV	\$		SR-BXorBB-FC-Q-DV	\$	9,890
ELECTRIC ARTICULATION		\$		SR-PL-FC-F	\$		SR-PL-FC-Q	\$	10,258
ELECTRIC ARTICULATION-DV		\$		SR-PL-FC-F-DV	\$		SR-PL-FC-Q-DV	\$	11,408
ELECTRIC HI-LO COMBO	SR-HL-FC-T	\$		SR-HL-FC-F	\$		SR-HL-FC-Q	\$	12,282
ELECTRIC HI-LO COMBO-DV		\$		SR-HL-FC-F-DV	\$		SR-HL-FC-Q-DV	\$	13,432
MANUAL ARTICULATION		\$		SR-MP-FC-F	\$		SR-MP-FC-Q	\$	10,143
MANUAL ARTICULATION-DV		\$		SR-MP-FC-F-DV	\$		SR-MP-FC-Q-DV	\$	11,293
MANUAL HI-LO	SR-MF-FC-T	\$	8,616	SR-MF-FC-F	\$		SR-MF-FC-Q	\$	10,458
MANUAL HI-LO-DV		\$		SR-MF-FC-F-DV	\$		SR-MF-FC-Q-DV	\$	
MANUAL ARTICULATION		\$		SR-ME-FC-F	\$		SR-ME-FC-Q	\$	12,032
MANUAL ARTICULATION-DV		\$		SR-ME-FC-F-DV	\$		SR-ME-FC-Q-DV	\$	13,182
MANUAL HI-LO COMBO		\$		SR-MH-FC-F	\$		SR-MH-FC-Q	\$	11,782
MANUAL HI-LO COMBO-DV	SR-MH-FC-T-DV	\$	10,906	SR-MH-FC-F-DV	\$	11,932	SR-MH-FC-Q-DV	\$	12,932

Notation

DV (DUAL VIEW) - Safety rails on both sides, allowing access to both sides. Only available on Sleepsafer® bed model.

FC (FINISH CHOICES) - WOOD: AL-Alder / CH-Cherry / MA-Maple / MG-Mahogany / OA-Oak

FC (FINISH CHOICES) - COLORS: Black / Blue / Green / Orange / Pink / Purple / Red / White / Yellow / Multicolor

Foundation Information

FIXED (No movement. Bunkie Board or Box Spring is used with a fixed foundation)

ELECTRIC ARTICULATION (Elevates head and knee only, with electric remote)

ELECTRIC HI-LO COMBO (Elevates mattress height plus head & knee with electric remote)

MANUAL ARTICULATION (Elevates head and knee only, with hand cranks)

MANUAL HI-LO (Elevates mattress height only, with hand crank)

MANUAL ELECTRIC COMBO (Elevates mattress height with hand crank plus head & knee with electric remote)

MANUAL HI-LO COMBO (Elevates mattress height with hand crank plus head & knee with hand cranks)



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SleepSafe® Bed MAP Pricing

Manufacturer's Minimum Adverticed Policy (MAP)

Effective 1/01/2020 Previous price increase 7/01/2013

SleepSafe® (Basic Bed)		ber	- Avai	lable in Alder, Oak	an	d Mapl	e		
FIXED	SB-BX or BB-FC-T	\$	5,667	Full - N/A			Queen - N/A		
ELECTRIC ARTICULATION	SB-PL-FC-T	\$	6,746	Full - N/A			Queen - N/A		
MANUAL ARTICULATION	SB-MP-FC-T	\$	7,916	Full - N/A			Queen - N/A		
SleepSafe® (Low Bed)	TWIN / Part Num	ber		FULL / Part Number		QUEEN / Part Number			
FIXED	SS-BXorBB-FC-T	\$	5,278	SS-BXorBB-FC-F	\$	5,804	SS-BXorBB-FC-Q	\$	6,704
ELECTRIC ARTICULATION	SS-PL-FC-T	\$	6,520	SS-PL-FC-F	\$	7,170	SS-PL-FC-Q	\$	8,070
ELECTRIC HI-LO COMBO	SS-HL-FC-T	\$	8,176	SS-HL-FC-F	\$	8,992	SS-HL-FC-Q	\$	9,892
MANUAL ARTICULATION	SS-MP-FC-T	\$	6,416	SS-MP-FC-F	\$	7,067	SS-MP-FC-Q	\$	7,967
MANUAL HI-LO	SS-MF-FC-T	\$	6,700	SS-MF-FC-F	\$	7,350	SS-MF-FC-Q	\$	8,250
MANUAL ELECTRIC COMBO	SS-ME-FC-T	\$	7,951	SS-ME-FC-F	\$	8,767	SS-ME-FC-Q	\$	9,667
MANUAL HI-LO COMBO	SS-MH-FC-T	\$	7,726	SS-MH-FC-F	\$	8,542	SS-MH-FC-Q	\$	9,442
SleepSafe® II (Medium Bed)	TWIN / Part Num	ber		FULL / Part Number	er		QUEEN / Part Num	ıbe	er
	S2-BXorBB-FC-T	\$		S2-BXorBB-FC-F	\$	6,385	S2-BXorBB-FC-Q	\$	7,285
ELECTRIC ARTICULATION	S2-PL-FC-T	\$		S2-PL-FC-F	\$	7,751	S2-PL-FC-Q	\$	8,651
ELECTRIC HI-LO COMBO	S2-HL-FC-T	\$	8,702	S2-HL-FC-F	\$	9,572	S2-HL-FC-Q	\$	10,472
MANUAL ARTICULATION	S2-MP-FC-T	\$	6,943	S2-MP-FC-F	\$	7,647	S2-MP-FC-Q	\$	8,547
MANUAL HI-LO	S2-MF-FC-T	\$	7,226	S2-MF-FC-F	\$	7,931	S2-MF-FC-Q	\$	8,831
MANUAL ELECTRIC COMBO	S2-ME-FC-T	\$	8,477	S2-ME-FC-F	\$	9,347	S2-ME-FC-Q	\$	10,247
MANUAL HI-LO COMBO	S2-MH-FC-T	\$	8,252	S2-MH-FC-F	\$	9,122	S2-MH-FC-Q	\$	10,022
SleepSafer® (Tall Bed)	TWIN / Part Num	ber		FULL / Part Number	er		QUEEN / Part Num	ıbe	er
FIXED	SR-BXorBB-FC-T	\$		SR-BXorBB-FC-F	\$		SR-BXorBB-FC-Q	\$	7,866
	SR-BXorBB-FC-T-DV	\$		SR-BXorBB-FC-F-DV	\$	8,001	SR-BXorBB-FC-Q-DV	\$	8,901
ELECTRIC ARTICULATION		\$		SR-PL-FC-F	\$		SR-PL-FC-Q	\$	9,232
ELECTRIC ARTICULATION-DV		\$		SR-PL-FC-F-DV	\$		SR-PL-FC-Q-DV	\$	10,267
ELECTRIC HI-LO COMBO		\$		SR-HL-FC-F	\$		SR-HL-FC-Q	\$	11,054
ELECTRIC HI-LO COMBO-DV		\$	10,265	SR-HL-FC-F-DV	\$		SR-HL-FC-Q-DV	\$	12,089
MANUAL ARTICULATION	SR-MP-FC-T	\$		SR-MP-FC-F	\$		SR-MP-FC-Q	\$	9,129
MANUAL ARTICULATION-DV	SR-MP-FC-T-DV	\$		SR-MP-FC-F-DV	\$		SR-MP-FC-Q-DV		10,164
MANUAL HI-LO		\$		SR-MF-FC-F	\$		SR-MF-FC-Q	\$	9,412
MANUAL HI-LO-DV		\$		SR-MF-FC-F-DV	\$		SR-MF-FC-Q-DV		10,447
MANUAL ARTICULATION	SR-ME-FC-T	\$	•	SR-ME-FC-F	\$	•	SR-ME-FC-Q	\$	10,829
MANUAL ARTICULATION-DV		\$		SR-ME-FC-F-DV	\$		SR-ME-FC-Q-DV	_	11,864
MANUAL HI-LO COMBO		\$		SR-MH-FC-F	\$		SR-MH-FC-Q	\$	10,604
MANUAL HI-LO COMBO-DV	SR-MH-FC-T-DV	\$	9,815	SR-MH-FC-F-DV	\$	10,739	SR-MH-FC-Q-DV	\$	11,639

Notation

DV (DUAL VIEW) - Safety rails on both sides, allowing access to both sides. Only available on Sleepsafer® bed model.

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FC (FINISH CHOICES) - COLORS: Black / Blue / Green / Orange / Pink / Purple / Red / White / Yellow / Multicolor

Foundation Information

FIXED (No movement. Bunkie Board or Box Spring is used with a fixed foundation)

ELECTRIC ARTICULATION (Elevates head and knee only, with electric remote)

ELECTRIC HI-LO COMBO (Elevates mattress height plus head & knee with electric remote)

MANUAL ARTICULATION (Elevates head and knee only, with hand cranks)

MANUAL HI-LO (Elevates mattress height only, with hand crank)

MANUAL ELECTRIC COMBO (Elevates mattress height with hand crank plus head & knee with electric remote)

MANUAL HI-LO COMBO (Elevates mattress height with hand crank plus head & knee with hand cranks)

Terms and Conditions

SLEEPSAFE® BEDS, LLC

TERMS & CONDITIONS OF SALE -EFFECTIVE 01/19



3629 Reed Creed Drive Bassett, VA 24055 866-852-2337 / SleepSafeBed.com

- 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 into 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 the authority regarding any sales issue in question.

LAW

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 website 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 intransit 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

- 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. The following information is designed as a checklist for our partners to review before the Company's products are delivered.
 - The property of the shipping location must be in suitable condition to allow delivery.
 - 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.
 - There must be adequate space within the property to deliver and install the bed.
 - Customers are responsible for checking the dimensions of items ordered to ensure there is adequate space for access in elevators, staircases, hallways, and doorways.
 - Assure there is enough space where the bed is to be assembled.
 - All staircases and lifts to be used for access to the property must be accessible and available throughout the scheduled delivery time.
 - 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 receiving person 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 at a later time.
- 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.

WARRANTY

Important Note

Used properly, safety rails help prevent roll-outs. 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 repair or replace any defective part at no cost to the purchaser if the shipping of the part 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 bed as it is ordered. We ensure that the bed we ship correctly matches the Customer's sales order. Each bed is carefully packed to reduce the chance of any damage during shipping. We may accept returns if the Customer has mistakenly ordered the wrong bed. It is highly recommended that the bed is returned to us in its original, palleted condition. Returns will be handled on a case by case basis and may incur additional shipping cost and restocking fee.

Prior to ordering a bed, we encourage the bed recipient to carefully review the sales order with their DME provider to insure accuracy. If you have any questions, please call us toll free at (866) 852-2337.

Also, if you mistakenly ordered the wrong bed MODEL, there may be a "conversion kit" available. Please call us at (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. <u>Please record any damage on the receiving slip and immediately call us at (866)-852-2337 before the delivery driver leaves</u>. 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 10% (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 24 hours.

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

- 1. 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.
- 2. 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.
- 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 solely by the terms and conditions contained herein.