



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](http://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, electric, or manual Hi-Lo (mattress elevation and head and knee articulation) adjustment 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.

If you have any questions, please do not hesitate to contact us.

Best regards,

Gregg Weinschreider

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. DME's are qualified to recommend the proper *SleepSafe® Bed* for a specific medical need.

The following information is based on experience from working daily with our customer's, DME providers and caregivers. Keep in mind, these are general guidelines and each state set and regulate their own program.

*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 needed.**

### About Letters of Medical Necessity

A letter of Medical Necessity must address, a SleepSafe Bed is prescribed for a person with special needs. The letter must be clear about the specific medical needs of the patient who will be using the bed and why a traditional bed does not meet their needs. Justification for foundation options such as mattress elevation and/or head and knee elevation, must also be met. Once these considerations are met, a SleepSafe Bed 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:*

- Diminished 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.



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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.
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 patients, the maximum safety rail height and mattress height adjustability of the Extension Bed model provides the required safety needed for this user.
  - The necessity to raise the head or knees of the patient (articulation) to feed, medicate, or provide beneficial patient positioning.
5. Remember this process is about defining how a *SleepSafe® Bed* fits the specific medical need of the patient. Be careful to avoid any benefit to the caretaker, as it could cause your request for insurance coverage to be denied.
  6. Be sure 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 [www.lmnbuilder.com](http://www.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 don't miss a deadline. There is usually a short timeline 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.



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## 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, you will need to sign a HIPPA release, 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:

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** (Provide information that you have considered and exhausted ALL alternatives and why a *SleepSafe® Bed* is the least costly alternative to meet your specific needs)
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 *Sleep Safer®* (Tall Bed).

There are also differences for the bed foundations to consider:

- Fixed foundation
- Head and Knee Articulating Foundation
- Hi-Lo Foundation (head and knee articulation plus mattress elevation)
- Foundations can be operated manually, electrically or a combination of both.

*We recommend that you provide a web link from [www.sleepsafebed.com](http://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 falling, climbing out of bed, or wandering.
- 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 [Hospital Bed System Dimensional and Assessment Guidance to Reduce Entrapment](#) published by the FDA. This explains the risk of entrapment in certain types of beds.



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**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!

**Complex Child E-Magazine – Another helpful resource!**

Child E-Magazine is a monthly online magazine written by parents of children with special healthcare needs and disabilities. It is intended to provide medical information, along with personal experiences, in simple language that other parents can understand.

*The following articles offer advice on how to beat insurance company denials:*

**Help getting insurance to pay for adaptive, special needs bed:**

<http://www.articles.complexchild.com/jan2009/00095.html>

**Help on writing an appeal letter:**

<http://www.articles.complexchild.com/00012.html>

**Information about general insurance and Medicaid:**

<http://www.complexchild.com/insurance.html>

We hope this information is helpful for prior insurance authorization but if you have additional questions, please call our office as we're here to help!



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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 padding to cover the windows in the safety rails, or if you want the padding to be installed around the windows in the safety rails. Alternatively, the option of solid safety rails is available.
- 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 mesh windows are requested, in lieu of plexi-glass, padding will automatically be installed around the windows.
- If you want to retrofit padding to an existing *SleepSafe® Bed*, a conversion kit is available. Contact customer service at 866.852.2337 for details.



PADDING INSTALLED  
OVER WINDOWS



PADDING INSTALLED  
AROUND WINDOWS

### *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 Application

The 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? <input type="radio"/> Web <input type="radio"/> Trade Show <input type="radio"/> Referral <input type="radio"/> Publication <input type="radio"/> Other _____	
DBA (If different from Company Name):			
Address:		City:	State:      Zip:
Phone:	Fax:	Email:	
Federal Tax ID or Social Security Number:		Sales Tax Exempt? <input type="radio"/> Yes <input type="radio"/> No	
<input type="radio"/> Corporation (State _____) <input type="radio"/> LLC <input type="radio"/> Partnership <input type="radio"/> Sole Proprietor			
Type of Business:		Date Established:	
Company Contacts <i>(Corporations: list 3 chief officers; Partnerships: list partners; Sole proprietor: list owner)</i>			
Name	Title	Address	
Trade References <i>(Please provide 3 references: Company, Contact, and Phone Number)</i>			
Company	Contact	FAX	Email
Bank Reference <i>(Please Bank Name, Account #, Contact, and Phone Number)</i>			
Bank Name	Account #	Contact	Phone
Authorization			
<p>I represent that the above information is true and is provided to allow SleepSafe Beds to extend credit to the applicant. My company and I authorize SleepSafe Beds to make such credit investigation as SleepSafe Beds deems necessary, including contacting the above references and banks and obtaining credit reports. My company and I authorize all trade references, banks and credit reporting agencies to disclose to SleepSafe Beds any and all information concerning the financial history and credit worthiness of my company and myself.</p>			
AUTHORIZED SIGNATURE		Printed Name:	
		Title:	
		Date:	



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## New Account Set-Up Information

### 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:	
<input type="radio"/> Corporation (State _____)		<input type="radio"/> LLC <input type="radio"/> Partnership <input type="radio"/> Sole Proprietor       Sales Tax Exempt? <input type="radio"/> Yes <input type="radio"/> No	

### Billing Information

Contact:	Billing Address:		
Phone:	Fax:	Email:	

### Shipping Information

Contact:	Shipping Address:		
Phone:	Fax:	Email:	

### Additional Contacts

	Name	Phone	Email
Primary			
ATP			
ATP			
OT/PT			
Purchasing			
Accts. Pay.			

### General Terms and Conditions *(After credit application is processed and approved)*

1) Balance of invoices are due net 30 days from shipping date.  
 2) Terms and Discount structure are established at the time of credit approval.  
 3) No additional credit will be extended to past due accounts unless arrangements are made with our credit dept.

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*.

AUTHORIZED SIGNATURE	Printed Name:
	Title:
	Date:

# Terms and Conditions



## **SLEEPSAFE® BEDS, LLC**

### **TERMS & CONDITIONS OF SALE –EFFECTIVE 11/01/2021**

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Bassett, VA 24055  
866-852-2337 / SleepSafeBed.com

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 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 [www.sleepsafebed.com](http://www.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

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 ninety days. Prices will be honored during this period.
3. Any delivery charges are disclosed at the time of quotation.

## 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, incomplete or improper assembly 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. Delinquent Customer accounts are subject to suspension until payment arrangements are made with the Company.
4. All orders received while Customer account is in a suspend status will be held until account is current or other arrangements are made with the Company.

## SHIPPING

1. The cost of shipping a SleepSafe® Beds, LLC bed order is included for all shipments, dock to dock, 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 1<sup>st</sup> year warranty; orders that need to be shipped to Alaska, Hawaii, or Canada, etc., or residential deliveries.
3. Damaged shipments shall be documented on the Bill of Laden by the Customer and notification (including images) made to Company's Customer Service for resolution.
4. Freight claims will be filed directly with the selected carrier by the Company. 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.

## 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 lifts provided to assemble the bed in case it needs to be disassembled and moved later.

## BED MODIFICATIONS – POST ASSEMBLY

1. Any physical modification of a SleepSafe® Bed, or its components, after its initial assembly 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) 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 a construction material.
3. However, bed modifications are available with a conversion 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, voids 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 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. If the repair does 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, palletted condition. Returns will be handled on a case-by-case basis and incurs additional shipping costs and a restocking fee.

Prior to ordering a bed, we encourage the Customer to carefully review the sales order with the bed recipient to ensure 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. 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.
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 within 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 shipping 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 Conditions 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 Company's Managers. All transactions shall be governed solely by the terms and conditions contained herein.