

## **SLEEPSOUL'S 10 YEAR MATTRESS WARRANTY**

### **In this warranty**

“You” / “Your” means the customer who purchased the SleepSoul mattress from “Us”.

“Us” / “Our” / “We” means Birlea Furniture Limited (Company No. 04231047).

This Warranty relates to the repair or replacement of your SleepSoul mattress in the unlikely event that your SleepSoul mattress suffers damage caused by manufacturing defects and, subject to the terms below, remains valid for a maximum period of ten years from the date of purchase. In order to benefit from this Warranty, you must first register this Warranty by completing and returning within 30 days of the purchase date (being the purchase date shown on your proof of purchase). The warranty must be registered on the SleepSoul website or alternatively please send the Warranty Registration Form to the following address: Birlea Furniture Limited, Birlea Way, Unit 6A-1, West Meadow Rise, Castle Donington, Derby, United Kingdom, DE74 2HL and comply with the following terms and conditions of this Warranty. To make a claim under the terms of the warranty, please complete the details requested and include proof of purchase. Notification of any claims during the first 12 months of use should be made directly to your supplier and not to Birlea.

### **Terms and conditions**

1. To obtain the benefit of this Warranty you must retain the original proof of purchase and bring it with you when making a claim under this Warranty.
  2. This Warranty is only available on mattresses purchased new from us.
  3. Subject to registration, this Guarantee shall automatically expire on the tenth anniversary of your purchase date (being the purchase date shown on your proof of purchase).
  4. To obtain the benefit of this Warranty, the SleepSoul mattress must at all times have been used.
    - a) In conjunction with a suitable base unit, of equal size and quality.
    - b) A mattress protector on top.
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1. It is a condition of this Warranty that prompt notification is given of any claims to avoid minor problems becoming major ones.
  2. In the event that we are satisfied that all of the above conditions have been complied with and subject to the Exclusions listed below, we will (at our sole discretion) either repair the defective mattress (or the damaged part of the mattress), exchange the defective mattress for a like for like replacement or if this is no longer available, a similar mattress or refund the purchase price or part thereof taking into account the degree of use, wear and tear of the defective mattress.
  3. The Warranty is only valid (once you have registered it) in the United Kingdom.
  4. This Warranty provides benefits which are in addition to and do not affect your statutory rights under the Sale of Goods Act 1979.
  5. This Warranty is not transferable and is governed by English Law.

### **This warranty does not cover**

1. Defects which result from misuse, neglect, accident, abuse, improper handling, normal wear and tear, insects, fungus and mildew, wet or dry rot, rusting of metal components, staining, leaching, repair or restoration.
2. Defects caused by ignoring the manufacturer's recommendations for use, care or cleaning.
3. Defects caused by the mattress being used for purposes other than for normal domestic use.
4. Damage due to flood, fire, explosion, extremes of atmospheric and climatic conditions or other accidental external causes.
5. Loss or damage to any property or any resulting loss or expenses or any consequential loss.
6. With time, fillings will settle and this shall not be regarded as a defect .
7. Any mattresses returned in a soiled or unsanitary condition.

The exclusions listed 1 to 7 above being the “Exclusions”