

Limited Product Warranty

Limited Warranty

SOMNIOR BEDS LTD provides a 30-Day Return Window (see Return of Non-Defective Products below) and the following limited warranty. This limited warranty extends only to the original purchaser.

Please note that any warranty services or questions must be accompanied by the order number from the transaction through which the warranted product was purchased. *The order number serves as your warranty number and must be retained*. SOMNIOR BEDS LTD will offer no warranty service without this number.

SOMNIOR BEDS LTD warrants this product and its parts against defects in materials or workmanship for <u>one year labour and parts</u> from the original ship date. During this period, SOMNIOR BEDS LTD will repair or replace defective parts with new or reconditioned parts at SOMNIOR BEDS LTD's option, without charge to you. If the new or replacement part is fund t be defective, SOMNIOR BEDS LTD will reimburse your full purchase price for the item and collect the damaged item at their discretion. SOMNIOR BEDS LTD is not obliged to replace any parts or items which have been replaced once within this warranty period.

Shipping fees incurred from returns for under-warranty service in the first 30-days will be paid by SOMNIOR BEDS LTD. All shipping fees both to and from SOMNIOR BEDS LTD following this 30-day period must be paid by the customer. All returns, both during and following the 30-day period, must be affected via the Procedures for Obtaining Warranty Service described below.

All original parts (parts installed by SOMNIOR BEDS LTD at the original product build) replaced by SOMNIOR BEDS LTD or its authorized service centre, become the property of SOMNIOR BEDS LTD. Any after-market additions or modifications will not be warranted. The product owner is responsible for the payment, at current rates, for any service or repair outside the scope of this limited warranty.

SOMNIOR BEDS LTD makes no other warranty, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to this product other than as set forth below. SOMNIOR BEDS LTD makes no warranty or representation, either express or implied, with respect to any other manufacturer's product or documentation, its quality, performance, merchantability, fitness for a particular purpose, or conformity to any representation or description.

Except as provided below, SOMNIOR BEDS LTD is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use the product. Under no circumstances shall SOMNIOR BEDS LTD be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the product for any reason including loss of time, expense or earning in relation to delivery acceptance or for any third party carrier's inability to keep to timeframe's agreed with the purchaser, in these cases the carrier is responsible for any claims for loss of earnings, damage, associated costs etc.

The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

Warranty Conditions

The above Limited Warranty is subject to the following conditions:

- 1. This warranty extends only to products distributed and/or sold by SOMNIOR BEDS LTD. It is effective only if the products are purchased and operated in the UK.
- 2. This warranty covers only normal use of the product. SOMNIOR BEDS LTD shall not be liable under this warranty if any damage or defect results from (i) misuse, abuse, neglect, improper shipping or installation; (ii) disasters such as fire, flood, lightning or improper use; or (iii) service or alteration by anyone other than an authorised SOMNIOR BEDS LTD representative; (iv) damages incurred through irresponsible use, including those resulting from those uses not intended for this product or in the normal wear and tear or cosmetic damage in use of the product.
- 3. You must retain your bill of sale or other proof of purchase to receive warranty service.
- 4. No warranty extension will be granted for any replacement part(s) furnished to the purchaser in fulfilment of this warranty.
- 5. SOMNIOR BEDS LTD and its Authorised Service Centre accepts no responsibility for any personal possessions or any parts of any products returned for repair to SOMNIOR BEDS LTD.
- 6. This warranty does not cover any third party related problems.
- 7. SOMNIOR BEDS LTD makes no warranty either expressed or implied regarding third-party (non-SOMNIOR BEDS LTD) products used in conjunction with this product.
- 8. Thirty-day Return Window does not include opened and used mattresses, special order, or bespoke merchandise and any associated shipping and handling fees.

Return of Non-Defective Products

A non-defective product may be returned to SOMNIOR BEDS LTD within fourteen (14) days of the invoice date for a refund of the original purchase price with the following amendments/fees:

- 1. SOMNIOR BEDS LTD will refund neither the original shipping cost nor the shipping and handling fees incurred from the products return. If the original purchase was made under a "Free Shipping" promotion then a standard £40 fee will be deducted from any return in counter to that offer.
- 2. No refund will be granted for products which has been opened, used, or tampered with in any way which jeopardised SOMNIOR BEDS LTD's ability to remarket or resell the product. SOMNIOR BEDS LTD maintains full discretion in decisions regarding a products fitness for return.
- 3. Any non-defective returns are subject to a 7% restocking fee, which percentage is taken from the final purchase price less any shipping or handling charges.
- 4. Quantity purchases of five products or more are not eligible for return.

To return a defective product, please contact our Customer Service Department for a Return Merchandise Authorization (RMA) number and follow the Return of Products Instructions below. The RMA is valid for 10 days from date of issuance. **Returns will not be accepted without an RMA**.

Manufacturer restrictions do apply. Any item missing the UPC on the original packaging may not be returned.

Procedures for Obtaining Warranty Service

RMA (Returning Merchandise Authorization) Policy:

If repairs are required, the customer must obtain a RMA number and provide proof of purchase. RMA and services are rendered by SOMNIOR BEDS LTD only. Any shipping costs after 30 days (starting from the original date of purchase) on any item returned for repair is the customers' responsibility. All returned parts must have a RMA number written clearly on the outside of the package along with a letter detailing the problems and a copy of the original proof of purchase. No COD packages will be accepted. No package will be accepted without a RMA number written on the outside of the package. RMA numbers are only valid for 30 days from the date of issue.

Should you have any problems with your product, please follow these procedures to obtain the service:

- 1. If you have purchased our on-site warranty, please find your warranty# (the order number from the transaction through which the warranted product was originally purchased) and contact SOMNIOR BEDS LTD Customer Service at 01924 452 086.
- If the product must be repaired, a RMA number (Return Merchandise Authorization Number) will be issued for shipment to our repair department. Please follow the instructions given by SOMNIOR BEDS LTD technical support staff to ship your product. SOMNIOR BEDS LTD will not accept any shipments without a RMA number.
- 3. Pack the product in its original packaging or a well-protected packaging, as outlined in the Return Shipping Instructions. SOMNIOR BEDS LTD will not be responsible for shipping damage/loss of any product outside the original 30-day SOMNIOR BEDS LTD-paid service period. It is very important that you write the RMA number clearly on the outside of the package. Ship the product with a copy of your bill of sale or other proof of purchase, your name, address, phone number, description of the problem(s), and the RMA number you have obtained to:

SOMNIOR BEDS LTD Product Service Centre

RMA#___

Unit 34, Savile Business centre, Mill street East, Savile Town, Dewsbury, West Yorkshire, WF12 9AH.

- 4. Upon receiving the product, SOMNIOR BEDS LTD will repair or replace your product (at SOMNIOR BEDS LTD's discretion) and will ship it back to you within 4 weeks (dependent on parts availability) via courier service.
- 5. Cross-exchange (Parts only): You will need to provide a valid credit card number as a deposit guarantee when the RMA number is issued. Once approval has been obtained on your credit card, the part(s) will be shipped via Royal Mail or other courier service. You will need to ship defective part(s) back to SOMNIOR BEDS LTD within 15 days to avoid charges to your credit card. If such charges are incurred, the shipped part(s) will be billed at the then current price.
- 6. SOMNIOR BEDS LTD will pay for shipping to and from the customer only within the first thirty days following the original product ship date. Following this 30-day period all shipping fees both

for under warranty and post warranty repairs are the sole responsibility of the customer. The customer also assumes full liability for losses or damages resulting from shipping as well as all responsibility to pursue remuneration for such issues with their selected carrier.

7. Where an item is identified as beyond economical repair and the fault is confirmed to be a manufacturing process, we will in the first instance replace the faulty item with a replacement. If the replacement item is no longer available a refund will be issued for the item based on a sliding scale as below:

Sliding Scale of Warranty refund Costs	
Months of Service (commencing from the date of purchase)	Limit of Warranty Costs covered subject to Claim being accepted
0 to 3 Months	100% of replacement/ 100% repairing costs covered by Somnior Beds
3 to 6 Months	100% of replacement / 75% refund / 100% repairing costs covered by Somnior Beds
6 to 12 Months	50% of replacement / 25% refund / 50% repairing costs covered by Somnior Beds

After One-Year Warranty – Post Warranty Repair

For post warranty repair, the procedure is the same as outlined above for RMA and shipping. However, you are responsible for shipping charges both ways, current labour (£35 per hour if not under warranty), and the current price of part(s) used in repair.

Customer Service:

· CUSTOMER SERVICE DEPT,

Unit 34, Savile Business Centre, Mill Street East, Savile Town, Dewsbury, West Yorkshire, WF12 9AH

WARRANTY EXCLUSIONS

SOMNIOR BEDS LTD does not offer technical support for any third party items .

SOMNIOR BEDS LTD accepts no liability for problems caused by modifications or additions.

SOMNIOR BEDS LTD is not responsible for giving support for any component the customer did not pay **SOMNIOR BEDS LTD** to install.

SOMNIOR BEDS LTD is not responsible for any loss of work caused by a product requiring service. This warranty is null and void if the defect or malfunction was due to damage resulting from operation not within manufacturer specifications. It will also be null and void if there are indications of misuse and/or abuse.

SOMNIOR BEDS LTD has the option of voiding the warranty if any one other than **SOMNIOR BEDS LTD** technician attempts to service the product.

SOMNIOR BEDS LTD will not warrant any problems arising from an act of God (lighting, flooding, tornado, etc.), electrical spikes or surges, or problems arising out of additional devices added to complement any product bought at **SOMNIOR BEDS LTD**. Under no circumstances will **SOMNIOR BEDS LTD** be responsible for any refund or remuneration exceeding the original purchase price of the product less any shipping fees.

SOMNIOR BEDS LTD will not be held responsible for typographical errors on sales receipts, repair tickets, or on our website. SOMNIOR BEDS LTD makes every effort to make sure information on all our materials (electronic, printed or otherwise published) is correct.

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