# VISPRING

# VISPRING COMFORT PROMISE AND 30 YEAR GUARANTEE

#### 1.1 THE VISPRING COMFORT PROMISE

If you decide that you have made the wrong choice of mattress spring tension, you may make a one-time exchange of your mattress for one of a different spring tension. The Comfort Promise only applies to mattresses purchased from an authorised Vispring Specialist with display beds. you must have tried the selected model at the store where you made your purchase and been given individual advice by such Specialist to guide you in your selection which you have followed in making your purchase.

The Comfort Promise may only be invoked:

- By notification to the Vispring Specialist from whom the mattress was purchased (unless that Specialist is no longer trading, in which case you should notify Vispring limited directly);
- · Between 30 and 90 days after delivery of the mattress; and
- · Upon production of proof of purchase.

The Comfort Promise does not apply to:

- · Purchases made on the internet or to ex-display models; or
- Mattresses which are defective due to misuse, wilful damage, accidental damage (including unauthorised repairs or alterations), neglect or general wear and tear.
- You will be responsible for arranging the exchange of the original mattress and you cannot retain the original
  mattress. At the discretion of the Specialist, a fee may be charged to you in respect of costs associated with
  the collection of the original mattress, and the delivery of the replacement product. Details of any fee payable
  should be confirmed with the Specialist when arranging the exchange.
- The Comfort Promise is limited to one replacement only, which will be the same size with the same mattress ticking (fabric). If this model, size or fabric is no longer available.

Vispring limited reserves the right to substitute a suitable alternative.

- In the case of zip and link mattresses, only one of the two mattresses will be exchanged, and the mattress cannot be changed to a one-piece.
- Only the original purchaser may invoke the Comfort Promise, and it only applies to mattresses which remain in the country of purchase.

## 1.2 30 YEAR GUARANTEE

To demonstrate our high standard of design, materials and craftsmanship, Vispring Limited (Ernesettle Lane, Plymouth PL5 2TT – UK) offers a 30-year guarantee on your mattress and divan.

The following conditions apply to the Vispring guarantee:

Should an imperfection, which is due to faulty materials or workmanship, become apparent in your Vispring mattress or divan, the company will endeavour to repair or replace it free of charge at our discretion.

- The Vispring guarantee only applies to mattresses or / and divans, purchased from an authorised retailer and which remain in the country of purchase.
- Only the original purchaser may claim under the Vispring guarantee. This guarantee is not transferable except if the claimant is able to prove that the guarantee was transferred to him and he has the original guarantee document.
- Any claim should be made by the original purchaser in writing to the supplying retailer within one month of
  the imperfection becoming apparent, along with proof of purchase (original invoice or sales receipt). The
  retailer will establish the nature of the alleged complaint and recommend an appropriate course of action. If
  the supplying retailer is no longer in business, please contact Vispring Customer Services on +44 1752
  366311.
- This guarantee is not extended to goods which have been damaged through unreasonable or improper use; are accidentally damaged (including unauthorised repairs or alterations); are in a soiled or unsanitary condition or are wilfully damaged. Where mattresses are used on divans other than those supplied by Vispring, they must be of an appropriate quality of construction. In the case of slatted bases, the gap between the slats should be no more than 7,5 cms, and it is strongly recommended that a mattress pad is placed between the mattress and the slats to extend the life of the mattress. Please don't smoke in bed or place the product near an open flame.
- The Vispring guarantee is not extended to cover normal wear and tear.
- Failure to follow the care instructions may invalidate the Vispring guarantee.
- Please do not remove the labels attached to your mattress, as they identify your mattress as a Vispring mattress and help to establish your rights under this guarantee.
- If the product in question has been discontinued and cannot be repaired, Vispring reserves the right to supply an equivalent alternative. If the product's original fabric is no longer available, Vispring reserves the right to supply an alternative fabric. Vispring cannot undertake to match other items not under complaint with any substitute ticking (fabric) used.
- The Vispring guarantee only applies to mattresses and divan bases purchased after 1st September 2018.
- The Vispring guarantee commences on the date you register your guarantee and is valid for 30 years.
- In order to activate your Vispring guarantee, please register your purchase within 14 days from receipt of the goods, either on www.vispring.com or by post, sending the completed guarantee card you'll receive with your bed.
- Failure to comply with these requirements will invalidate the Vispring quarantee.
- Following a repair, the Vispring guarantee will remain valid from the date of registration of the original product.
- Vispring highly recommends turning your mattress with the seasons.

The other Vispring products are covered by a guarantee as set out below:

- Headboards & Surrounds: 2-year guarantee
- Toppers: 5-year guarantee
- Recliners
  - Emerald model: 3-year guarantee on electrical components, 5-year guarantee on actions and frames.
  - Sapphire model: 5-year guarantee on electrical components, actions and frames.
  - Topaz model: 2-year guarantee on electrical components, actions and frames.
  - Palladium model: 20-year guarantee, 1-year parts and labour on electrical components, actions and frames, 2-5 years parts only on electrical components, actions and frames, 6-20 years frame only.
- Please note that the above guarantees do not include normal wear and tear nor misuse of the product nor
  extend to goods which have been damaged through unreasonable or improper use; are accidentally damaged
  (including unauthorised repairs or alterations); are in a soiled or unsanitary condition or are wilfully damaged.
- Accessories
  - Mattress Protectors: 2-year guarantee
  - Pillows: 2-year guarantee
  - Mattress Pads, Divan mantles: 12-month guarantee
- · In each case:

## THE GUARANTEE COVERS:

- Case stitching coming apart
- Faulty workmanship during manufacture, such as holes or fabric flaws, feather/down escaping from the product, migration or clumping of filling

#### THE GUARANTEE DOES NOT COVER:

- Damage caused by abuse or unexpected wear and tear
- If there's evidence of product abuse, misuse or use other than domestic by you or family
- If animals have been allowed to sleep or walk on the product
- Unsanitary pillows, mattress protectors or toppers
- Accidental damage you may find that this type of damage is covered by your household contents insurance policy
- Servicing, inspecting or cleaning of the product
- Any failure to follow the manufacturer's instructions
- · Deliberate damage or neglect of the product

## THE FOLLOWING CONDITIONS APPLY TO THE GUARANTEE:

- The product must be returned in a clean sanitary condition, in a bed bag and with proof of purchase.
- Vispring reserves the right to use alternative, similar materials, where the original is no longer available, but cloth cannot always be matched to the original.
- Please adhere to washing and care instructions, otherwise you may not be protected under the terms of this quarantee
- In the event of a dispute, Vispring Limited may request a third-party inspection of the products by a recognised and qualified organisation such as FIRA (Furniture Industry Research Association) before agreeing to carry out repairs / replacements.
- Subject to the following bullet point, your sole remedy under a Vispring guarantee is repair, replacement or a refund or credit note up to the purchase price of the original item (as applicable).
- Any guarantee offered by Vispring is provided in addition to, and not instead of, any rights you may have as a consumer under applicable law. Your statutory rights are not affected by the Vispring guarantee.
- The terms of the Vispring guarantee and of the other guarantees offered by Vispring are governed by and shall
  be interpreted in accordance with English law and are subject to the non-exclusive jurisdiction of the English
  courts.