

Terms and Conditions



ASSURED COMFORT® BEDS, INC.

TERMS & CONDITIONS OF SALE –EFFECTIVE 01/19

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

1. The following terms and conditions of sale (the "Terms of Sale") apply to orders placed with Assured Comfort® Beds, Inc. 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 Assured Comfort® Beds, Inc. enters into a contract to provide goods or services to the Customer.
3. Assured Comfort® Beds, Inc. reserves the right to change its Terms of Sale at any time. Any changes will be effective from the date of publication on the Assured Comfort® Beds, Inc. website (AssuredComfortBed.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 Assured Comfort® Beds, Inc. 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 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 Assured Comfort® Beds are special-order items. All orders are subject to production times and confirmed upon order confirmation. Typical production time for Assured Comfort® Beds, Inc. products is 2 to 4 weeks. Any changes to the initial order must be made within 48 hours to avoid a restocking fee.
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 Assured Comfort® Bed for the person who will be using the bed. Assured Comfort® Beds, Inc. 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. Established accounts not paid within terms are subject to a 1.5% monthly (18% annually) finance charge.
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 within terms.

SHIPPING

1. The cost of shipping an Assured Comfort® Beds, Inc. bed order is included for standard shipping within the 48 contiguous states for our DME Customers. Shipping charges are applied to individuals as determined by the type of shipping required.

2. As a service to our Customers, Assured Comfort® Beds, Inc. 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 in-transit 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 ASSURED COMFORT® BEDS

1. For delivery to the Customer with Company vehicles, all estimates are for delivery and setup to your address in an agreed upon time frame.
2. This delivery estimate is for the placement of our bed in an area that is prepared for the delivery and does not include the removal of existing beds, mattresses or other related items.
3. The Company has the right to refuse to deliver a bed if conditions are not conducive.
4. If we use third party delivery carrier companies to deliver your product, the shipping company will contact you prior to delivery to schedule a drop off time.
5. Threshold Delivery is available upon request and includes the item(s) be brought in and placed inside your residence. Threshold delivery does not include opening, assembly or removal of packing materials. It also does not include moving of existing items.
6. White Glove Delivery service includes a delivery appointment, inside delivery, assembly and installation in your room of choice and removal of all packing materials. Please contact an Assured Comfort® Bed representative for details.
7. Any change of a "Ship To" delivery address requires written confirmation by email with Assured Comfort® Beds. Only then would this change be considered effective and valid.
8. Assured Comfort® Beds is responsible for making payments to its shipping and delivery vendors directly. You, the Customer, do NOT have to pay anything to the truckers at the time of delivery or at any other time. All such payments, if made by the Customer to the carrier company or its representatives, for any additional or existing services will be at your sole discretion and cost. You agree that Assured Comfort® Beds will not refund such payments under any circumstances.
9. The Customer agrees that the name, phone number, email address and other contact information can be given by Assured Comfort® Beds, Inc. to the trucker or any other shipping agent to coordinate deliveries and improve Customer satisfaction and efficiency.

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 the bed's product packaging for recycling or disposal. This does not include removal and disposal of a discarded bed.

WARRANTY

Full One-Year Assured Comfort® Bed Warranty

The Assured Comfort® Bed is warranted against defects in workmanship or materials for a period of one year from the date of purchase. Assured Comfort® Beds, Inc. 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 Assured Comfort® Bed Warranty

During the second through fifth years from the date of purchase, Assured Comfort® Beds, Inc. 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 Assured Comfort® Bed Warranty

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

Returns will be handled on a case by case basis and may incur additional shipping costs and restocking fees.

Assured Comfort® Beds, Inc. 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. It is highly recommended that the bed is returned to us in its original, palletted condition.

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

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 Assured Comfort® Beds, Inc. 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 an Assured Comfort® 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 should 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 Assured Comfort® Beds, Inc., the order can be cancelled, or changed, within 48 hours without incurring additional charges.
3. If the Customer cancels the sales order after 48 hours charges may incur.
4. If the Customer cancels the sales order after the Assured Comfort® 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. Assured Comfort® 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. Assured Comfort® 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 Assured Comfort® 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.
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 Seller's Managers. All transactions shall be governed solely by the terms and conditions contained herein.