



SLEEP & SPAS

MATTRESSES | HOT TUBS | Massage chairs

by Bennington Mattress

Terms and Conditions

Sleep Well Guarantee · Your new mattress will take time to adjust to your body; we encourage you to sleep on it for a minimum of 30 nights to allow this adjustment period. In the event you are not comfortable, we will do our best to match you to the correct mattress within 100 days of the original purchase. You may exchange your mattress with a small mandatory processing fee of \$180 for one of equal or greater value. If there is a difference in credit you may use it as store credit. Sleep Well Guarantee is not valid on clearance merchandise, floor models, warranty exchanges, pillows, mattress protectors, power/adjustable bases, furniture or other accessories. In compliance with strict national and state bedding laws, and as detailed in the manufacturer's warranty, Sleep & Spas is unable to warranty or exchange a stained or unsanitary mattress. In the event your mattress is found to be unsanitary or contaminated with insects, the product cannot be exchanged or returned for a refund. Sleep & Spas delivery drivers are not permitted to remove contaminated mattresses or foundations. Do not remove the law tag from the mattress or foundation; removing the law tag will void the Sleep Well Guarantee. Sleep & Spas highly recommends using a mattress protector to help keep your new mattress sanitary and to protect your mattress warranty. See a professional Sleep Consultant for details or to take advantage of this policy.

Delivery Date and Time · When your order is ready for delivery, a member of our staff or the delivery company will call you to set up a delivery date and time. Delivery times are approximate and cannot be guaranteed. You must be home to sign for the merchandise and to complete all pending transactions.

Standard Spa Delivery · Your spa will be delivered to your residence provided it is located within 50 miles of one of the SELLER's locations. Your spa will be moved to the spa site provided there is proper access and a clear, level path. A 40" wide opening and 9'0" vertical clearance is required. Your spa will be set in place. The cover and cover locks will be installed, as well as any cover lifter, SwimDek, steps, etc. when applicable. You will receive basic instruction regarding spa operation and chemical balance. For more detailed instruction, come to Seller's showroom or call SELLER on the phone any time after delivery of your spa. Delivery may be stopped or canceled if there is no clear path to the spa site, or if the delivery process may unreasonably increase the potential risk of injury or loss. Sleep & Spas shall not be responsible for any injury or loss caused during delivery.

In the event a new spa is delivered with flaws or damages, SELLER will attempt to repair spa. If spa cannot be repaired, then SELLER will replace the spa at no charge to BUYER. BUYER will accept merchandise to help prevent opened product from being further damaged during multiple deliveries. Please notate flaws or damages on delivery manifest and sign, then contact Sleep & Spas immediately to begin resolution process. If a defect or damage occurs any time after delivery and installation are completed, BUYER will need to contact the manufacturer to have the spa serviced under the manufacturer's guidelines. SELLER will not accept cancellations of any sort due to flaws or damages upon arrival. If merchandise is not accepted, additional delivery fees will apply. Floor model and outlet spas are expected to have or incur some cosmetic blemishes, are sold as such and are final sale product. It is up to the discretion of SELLER whether to repair or offer credit for blemishes on floor models or outlet spas.

Non-Standard Spa Delivery · There will be an additional charge for any services not listed above as part of a "standard delivery". Examples of these extra services are, but not limited to the following. Additional mileage charge if spa site is located more than 50 miles from one of the Seller's locations. Transport of your spa to the spa site if proper access and a clear, level path is not provided. In moving the spa to the spa site, a simple dolly is used. It carries the spa in the vertical position. It does not go over rocks, holes, up or down stairs, over fences, up or down steep hills, etc. Installation of accessories not sold with the spa. Use of a crane, special equipment, extra delivery personnel, or the building of ramps to assist with access. An additional fee of \$500 applies for swim spas. Pricing may vary on these nominal fees. Sleep & Spas shall not be responsible for any injury or loss caused during delivery.

Spa Delivery Notes · If delivery takes place over a lawn, do not water the lawn for at least two days prior to spa delivery. SELLER cannot be responsible for damage to lawn, sprinklers, fences, walls, doorways, the spa, etc. caused by lack of adequate clear access for spa delivery. Once the spa is in place, please take time to inspect for damage. If there is any damage to the spa, please make it known to the SELLER at that time. Any damage made after delivery might not be honored by our delivery company. Electrical hook-up for the spa is the responsibility of the BUYER. We highly recommend you use a licensed electrician for all electrical work. Electrical installation is not included in delivery. BUYER is responsible for contacting a certified electrician to set up power to the spa and for any charges associated therein.

Standard Massage Chair Delivery · In the event a new massage chair is delivered with flaws or damages, SELLER will repair or replace the massage chair at no charge to BUYER. BUYER will accept merchandise to help prevent opened product from being further damaged during multiple deliveries. Please notate flaws or damages on delivery manifest and sign, then contact Sleep & Spas immediately to begin resolution process. If a defect or damage occurs any time after delivery and installation are completed, BUYER will need to contact the manufacturer to have the spa serviced under the manufacturer's guidelines. SELLER will not accept cancellations of any sort due to flaws or damages upon arrival. If merchandise is not accepted, additional delivery fees will apply. Floor model and outlet massage chairs are expected to have or incur some cosmetic blemishes, are sold as such and are final sale product. It is up to the discretion of SELLER whether to repair or offer credit for blemishes on floor models or outlet massage chairs. We will protect the product from the element within reason if we are unable to complete in home delivery.

Standard Mattress Delivery · We guarantee your new mattress will be delivered within the designated delivery window or the delivery is free. If delivery is late, contact the store of your original purchase after signing the delivery manifest with the delivery time stamp and we will credit your account or mail a refund check for the price of the delivery fee within three weeks. Please remove bed linens and any unused bed frames prior to delivery. Please ensure a clear delivery path by removing other objects in hallways, etc. Sleep & Spas drivers are not allowed to move your personal property and are only insured to set up Sleep & Spas merchandise. Mattress and foundation removal is limited to the number of pieces delivered. Frames, furniture and waterbeds cannot be removed. Please inspect merchandise carefully at time of delivery. Our delivery drivers will ask you to sign a delivery manifest if all items are to your satisfaction. In the unlikely event damage occurs to your product, property or home/business during delivery, it must be noted on the delivery manifest before the delivery drivers leave the property and reported to the store or your original purchase within 24 hours.

Merchandise Pickup · When product is picked up, instead of delivered, items should be carefully inspected prior to leaving the Sleep & Spas facility; merchandise is considered your property as soon as it leaves the door of the Sleep & Spas store/warehouse. Only a covered truck should be used for transporting merchandise. We will, at your request and sole risk, assist in placing and securing your merchandise. We cannot be responsible for any damage caused by our assistance. Loss or damage due to transportation of merchandise is the sole responsibility of the BUYER.

Refund and Cancellation Policy · Refunds are issued if an order is cancelled within three days of purchase date. All sales are considered final thereafter and are not refundable or cancellable. Clearance items, floor displays, discontinued models, exchanged or flawed items, pillows, mattress protectors, adjustable bases, chemicals, and other accessories are sold as is and are considered a final sale product. Furniture is made of natural materials which may have minor variations; furniture items carry no warranty, exchange, nor refund. Any items given at time of sale, will be charged at full retail value.

Mattress Contouring · Body impressions are a normal occurrence with new mattresses as the cushion layers conform to natural body contours. Impressions up to 1½" on a traditional mattress, or up to ¾" on a memory foam mattress should be expected and are not an indication of structural failure.

Low-Price Guarantee · We guarantee the best brands at the best prices. We will match or beat any local competitor's advertised price by 10% or your purchase is free. If you find the same mattress set, advertised in print for less than your invoiced price within 90 days of purchase, simply present the advertisement to your salesperson and we will credit your account. Our Low-Price Guarantee does not apply to clearance, floor models, vendor rollbacks/rebates, special purchases, promotional items, doorbusters or discontinued merchandise. Sale or auction merchandise is excluded.



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Payment Policy Acknowledgements

I acknowledge, when paying by cash, check or credit/debit card, a minimum deposit of 50% is due today, and the remaining balance will be due when the order begins production by the manufacturer. When purchasing a floor, already in-stock, or in-process spa, payment is due in full today.

I agree to take delivery of today's purchased merchandise at a later delivery date. Sleep & Spas will call to schedule delivery.

Financing Policy Acknowledgements

I acknowledge the related purchase will be immediately charged to my credit card account and payments on this purchase may be required prior to the delivery of my merchandise.

I acknowledge any promotional offer applicable to my purchase (including fees and assessment or deferment of a finance charge) will begin today (the Purchase date).

I acknowledge I have received, read and agreed to the terms and conditions of the Cardholder Agreement applicable to my credit card account.

I acknowledge a payment or payments, as described in the Cardholder Agreement and as will be shown on my monthly billing statement, may be required prior to delivery of my purchase.

By agreeing to these terms, I understand my merchandise order may require a deposit and Sleep & Spas may hold items I have purchased today until I am ready to accept delivery.

I acknowledge applicable law and store policies set forth my rights to revoke or cancel this purchase. I have read and agree to the Refund and Cancellation Policy outlined in the Terms and Conditions.

I acknowledge and agree to these terms and conditions. I authorize the pre-funding arrangement with respect to the related purchase.

I agree to take delivery of the merchandise I have purchased today at a later delivery date.

This contract constitutes the entire agreement, and the parties are not bound by any oral expression or oral representations by any agent of either party. In the event of any default by BUYER in the payment of monies due, BUYER agrees to pay all collections costs and interest from the date of default together with reasonable attorney's fees should SELLER prevail in any suit brought under this contract. SELLER retains a secured interest in product until monies due are paid in full. In case of delinquency in payment, owner grants SELLER access to owner's property to repossess merchandise. BUYER is responsible for any damage to repossessed merchandise. The entire balance is payable by cash, check, financing, or credit card and is due prior to delivery of merchandise. If merchandise is to be financed through SELLER, then all signatories of the loan must sign the financial documents prior to the time merchandise is delivered. BUYER acknowledges he/she has read the terms and conditions of this agreement. When executed by signatures, this is not an estimate—this is a legal contract and is subject to company approval. All deposits are non-refundable after three days. In-stock merchandise cannot be held for more than two weeks without full payment. Custom-ordered merchandise cannot be held for more than one week from factory completion without full payment. Deliver-to site selection preparation is the responsibility of the BUYER.

We offer standard in home delivery, if we are unable to contact you via text, phone, or email, we reserve the right to deliver to you door step verified by photo or video. If we are unable to complete in home set up, you will receive a \$100 refund. All sales final after 72 hours.

Signature _____

Name _____

Date _____

Customer Care and Technical Services

For any warranty, technical service or customer care needs, please call Sleep & Spas. Spa warranties are provided by the manufacturer and are serviced by Sleep & Spas. Please contact the salesperson directly via their contact information on your original sales receipt. If you need to be routed to your salesperson, you can contact Sleep & Spas by calling (518) 886-1029. If you need to speak with a manufacturer, a list of warranty and technical care phone numbers are included below. Warranty claims will be processed by the manufacturer. Due to potential delays from manufacture, mattresses, massage chairs, and hot tubs could be delayed for between 2—6 weeks.

Sleep & Spas	1 (518) 618-0718	TempurPedic	1 (800) 821-6621
Bullfrog Spas	1 (801) 307-3475	Sealy, Stearns & Foster	1 (866) 783-2767
Caldera Spas	1 (800) 669-1881 x8432	Malouf	1 (800) 517-7179
Sundance Spas	1 (844) 602-6065	Wells Fargo	1 (877) 805-7744
Cozzia	1 (877) 977-0656	TD Bank	1 (800) 252-2551

www.SleepAndSpas.com