

TERMS OF SALE Amended 1/11/2020

Definitions

Agreement means the Sale Contract and these Terms of Sale "Amended 01/11/2020"

"ACL" means Australian Consumer Law

"Force Majeure" Force Majeure means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made,

"We", "Our", "Us" means Easysleep Pty Ltd (ABN 46 604 281 405).

"Purchaser", "You", "Your" means the person named in the Sale Contract who is the intended customer, client or buyer to the transaction.

"Product", "Goods" and "Services" means a good or service which we sell or offer

"Sale Contract" means the agreement between Us and You for the sale of the Product for consideration which is to be read in conjunction with these Terms of Sale

"Warranty" means the document titled warranty appearing on our website or otherwise published by Us and as amended from time to time.

By purchasing our product or entering into a Sales Contract with Us You signify Your acceptance of these terms and Your agreement to be bound by them.



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Ordering from Us

- o To contract with Us You must be over 18 years of age.
- o All orders are subject to availability and confirmation of the order and its price by Us following Your agreement to the Sale Contract.
- o When placing an order You undertake that all details You've provided to Us are true and accurate and that You are an authorised user of the credit or debit card used to place Your order (if any).
- o All prices are inclusive of GST You agree with the price on the Sale Contract as charged by Us to You for the Product/s.
- o Payment must be effected in the manner described by Us (credit card, debit card and any other method indicated by Us as acceptable) and must be received in full by Us prior to delivery. Where We do not intend to deliver the Product to You ourselves, We may, at our option, courier the Product to You and You must make full payment prior to Us dispatching the Product.
- o Where You breach this Agreement by failing to make payment in accordance with these Terms of Sale and the Sale Contract, We will charge interest on late payments at the rate of 2.5% per month (or any part month) in respect of any outstanding amounts until they are paid.

Courier & Postage

- o This Clause applies where We are couriating the Product to You or posting any Products to You
- o You are liable for the costs of courier, postage or freight (whichever is applicable) unless otherwise agreed in writing by Us.
- o Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are limited to Australia and subject to any delays resulting from courier/postal/freight delays or force majeure for which we will not be responsible.
- o Some Products may be delivered by Australia Post and/or other reputable courier/freight companies.
- o Deliveries are processed by Us promptly upon receipt of full payment.

- o Damaged or lost orders should be resolved with Australia Post or the courier/freight company directly and we are not responsible for goods that are damaged in transit or not received.
- o Replacement of damaged or lost items is made at our discretion and is not Your right to recover from Us.
- o You warrant to Us that there will be sufficient funds or credit facilities to cover the order amount. If Your payment is not received or declined by Your bank or credit card issuer, we cannot hold product against Your order. We reserve the right to obtain validation of Your payment details before dispatching products to You.

Returns, Exchanges, Damaged or Faulty Goods

- o Our sleep systems are not refundable, and every sale is considered final.
- o We understand it can be challenging purchasing a new mattress; however, we do not offer refunds or exchanges for Your change of mind or dissatisfaction with Your choice or our product. As such we urge You to choose carefully and with great consideration.
- o We offer exchanges under very limited circumstances where the Product is damaged or faulty and that damage or fault is covered under a warranty and within the covered period and reported within the covered period.
- o Exchanges are only provided for items with manufacturing defaults. We limit the rejection period for Goods, to the extent permitted by law, to fourteen (14) days from the delivery date. You are not entitled to reject the Goods in accordance with section 262 of the Australian Consumer Law after the expiry of fourteen (14) days. We consider fourteen (14) days to be a reasonable time to consider any relevant failures of the Goods of the kind supplied by Us to comply with any guarantees of that legislation.
- o You must not attempt to return any goods before having so communicated with us. Where we accept such returns, You agree to follow any directions from Us regarding postage and packing. We may require You to complete a return form and provide us with details about why You're returning Your item including photographs of any damage or fault for our further assessment and the further assessment of the manufacturer.
- o We will be under no obligation to replace products where the product has become of unacceptable quality due to circumstances such as misuse, failure to use in accordance with the manufacturer's reasonable instructions, using the product in an abnormal way or failing to reasonably care for the products.
- o We do not accept returns where:
 - You've misused the product You're returning;
 - You've purchased an item on sale, an item sold "as is" or through one of our promotions or using a discount code; or
 - You've damaged the product in any way.
- o We do not guarantee any time as to the process of refunds for manufacturer's fault.

Acknowledgements

- o You warrant to Us that You have acknowledged and agree with the statements in this clause as true and correct statements.
- o You have seen the products or pictures of the various sizes and models of the beds and products available and have chosen the size/model/and product shown on the Sale Contract.
- o You understand that the Products that have the massage feature may provide:
 - a) Temporary relief from the symptoms of minor aches and pains due to muscular fatigue or over exertion.
 - b) Temporary relief from the symptoms of low back pain by providing total body support.
 - c) Temporary relief from the symptoms of water retention or swelling of the legs, reducing it by elevation and massage.
 - d) Temporary relief from the symptoms of poor local blood circulation by increasing circulation with elevation of the legs.
 - e) Temporary positional relief from hiatus hernia when resting or sleeping with the head of the bed elevated 15 to 20cm.
 - f) Temporary position relief from respiratory problems with torso slightly elevated.

- You understand that we do not warrant to You that You will experience any of the above benefits from the massage feature.
- You understand that there is no guarantee that Our Product will provide any medical or health benefit to You.
- You understand that if You have a specific medical problem, You should consult Your doctor or other health professional.
- You understand that Our Products are not sold on an in-home trial basis.
- You acknowledge that it is not recommended for a wearer of a Pacemaker or Defibrillator to use a product equipped with massage. You hereby confirm that You will not use the massage function on any product that has massage until You have spoken to and received approval from Your doctor.

Warranty

- o This Clause should be read in conjunction with the Warranty which forms part this document.
- o You acknowledge and agree that due to the nature of the Products We provide that We are not liable for any defects in the Products arising from fair wear and tear, wilful damage, negligent damage, abnormal use or conditions, failure to follow instructions or take proper care of the Products, misuse and alteration or repair without our written approval or exceeding the lift capacity.
- o All warranty periods commence from the date of purchase.
- o We will charge a call-out and or labour fee of \$120.00 within 60 kms of our Showroom or if in excess of 60km then \$1.00 for each kilometre travelled to and from our Showroom for in home repair where:
 - the defect repaired is not covered by a warranty or a statutory right under the ACL relating to the Product; and
 - regardless of the type of defect, on and from the date which marks the second year of any warranty save only where the defect is covered by a statutory right under the ACL relating to the Product.
- o We expressly exclude any liability with regards to damage to electrical elements of the Product which is caused by a power surge, unauthorised change to the electrical system and incidents of deliberate or unintentional misuse. We will charge for labour, parts and call-out costs for repair of damage or faults which are a result from any of the exclusions in our liability mentioned in this Clause.
- o If We provide You with Goods or Services and subsequent to the provision of those Goods or Services another person or company damages or deals with the Goods or Services this will invalidate any warranty of the Goods or Services (if provided) and We cannot and will not be liable for the Goods or Services after they have been damaged or dealt with in any way by another person or company. You agree to fully indemnify Us against all loss and damage in these circumstances.
- o You agree to install a suitably approved power surge arrestor to your home.

Australian Consumer Law

- o We do not intend to contract out of any consumer warranties or guarantees by way of these Terms of Sale and any provision herein which is construed as such by a court of competent jurisdiction should be disregarded.
- o For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), We limit our liability to: the supplying of the goods or services to You again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to You again.

Opportunity for enquiries

- o You warrant to Us that You have had the opportunity to make any desired and reasonable enquiries of Us, the Product and the Agreement before entering in to the Agreement and executing the Contract of Sale and that You are satisfied with the outcomes and Your discoveries in that regard.
- o You warrant to Us that You understand that if there is any term You do not understand or do not wish to agree to in the sale contract then You should discuss it with the Easysleep Pty Ltd representative before signing the sale contract and You must only sign the sale contract if You wish to be bound by it.

PLEASE CHOOSE CAREFULLY.

We do not give refunds or exchange if you simply change your mind or make the wrong decision.

General

- o You are liable for, and indemnifies Us from and against, all loss, costs or damage (including legal costs) incurred or suffered by Us howsoever caused in connection with any breach of this agreement by You and any breach of any warranty given by You to Us and any costs, fees, charges or disbursements (inclusive of any GST) charged by any mercantile or collection agent or solicitor engaged for the purpose of disputing any claim or for the collection or recovery of monies due and payable by You to Us on an indemnity basis and all such costs shall be recoverable as a liquidated debt and, may be recovered as a Liquidated Debt in Our absolute discretion.
- o You release Us and hold Us blameless, to the greatest extent permitted by law, of any and all consequential loss or damage suffered by You by any act or omission of Us.
- o If We are affected by a Force Majeure Event We will give You notice and the obligations under the Agreement may suspend (except an obligation to pay money) to the extent to which they are affected by the relevant Force Majeure Event, for as long as the Force Majeure Event continues.
- o We reserve the right to change, modify, add to or remove portions of these Terms of Sale at any time, without notice to You.
- o To the extent permitted by law, You agree to keep this Agreement and the Price and any negotiations confidential between Us and You at all times.
- o This agreement is subject to the laws and jurisdiction of Queensland.