

PROTECT-A-BED EUROP LIMITED (PRODUCT GUARANTEE)

1. PARTIES AND APPLICATION

This guarantee will apply between Protect-A-Bed Europe (as defined below) and the original end purchaser (Buyer), when a new Protect-A-Bed Europe mattress protector (Product) is purchased within the UK and the Europe Union and is subject to the following terms and conditions.

2. GUARANTEE

2.1 If the laminate or fabric of the Product fails as a result of any defect in manufacturing during the Guarantee Period (defined below), Protect-A-Bed Europe will replace that Product.

2.2 If any mattress is stained during the Guarantee Period due to a defect in the Product, and the Product and mattress have together been purchased for household or non-commercial use only (**Household Use**) then Protect-A-Bed Europe will professionally clean or replace (at its sole discretion) the mattress provided that:

2.2.1 the Buyer purchased the Product fitted to a new mattress as a simultaneous purchase from an authorised Protect-A-Bed retailer (as evidenced by an original purchase receipt); and,

2.2.2 the Product remains fitted to the mattress as originally installed (save for laundering); and,

2.2.3 any replacement of any stained mattress under this paragraph 2.2, will be one of comparable quality and value (which may be of different specification or design) subject to a **maximum replacement value of £5,000.**

3. GUARANTEE PERIOD

3.1 The guarantee period (**Guarantee Period**) will commence on the date of the purchase of the Product by the Buyer and shall expire:

3.1.1 10 Stated in the below table from that purchase date where the Product is purchased by the Buyer as a consumer for Household Use; or,

Product Range	Guarantee for retail customers	Guarantee for commercial use
Allerzip Smooth	10	2
Basic	N/A	2
Basic Banded	N/A	2
Basic 5 Sided	N/A	2
Buglock Plus	N/A	2
Essential	10	2
Premium	10	2
Cotton	12	2
Bamboo	12	2
Tencel Cool	12	2
Charcoal	12	2
Copper	15	2
Graphene	15	2
Snow	15	2

3.1.2 2 (two) years from that purchase date where the Product is purchased by the Buyer for commercial use.

4. CONDITIONS

4.1 In order for this guarantee to apply the following conditions shall be met:

4.1.1 the Product must be treated with reasonable care at all times;

4.1.2 the Product must be laundered, cared for and used in accordance with the Product label and Protect-A-Bed Europe’s instructions;

- 4.1.3 no bleach, bleach alternative or heavy solvent may be used in the Product washing cycle;
- 4.1.4 the Product must be dried in the dryer at a low or medium temperature together with bed linen and towels (never dry alone in the dryer);
- 4.1.5 the Product must be washed as quickly as possible after any spillage;
- 4.1.6 the Product must be inspected for damage after laundering, and use must be discontinued if damage is apparent; and,
- 4.1.7 the Product must be properly installed and maintained.

5. EXCLUSIONS AND LIMITATIONS

- 5.1 Subject to paragraph 5.3 below, Protect-A-Bed Europe's maximum liability under this guarantee shall not exceed the purchase price of the Product, save in the case of death or personal injury or as provided for in paragraph 2.2.
- 5.2 If the Product is purchased for commercial use, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 5.3 Where the Product is purchased as a consumer for Household Use the statutory rights of the Buyer are not affected by the terms of this guarantee.
- 5.4 This guarantee shall not apply to:
 - 5.4.1 any gradually occurring stain or damage or defect caused by fair wear and tear, wilful damage, negligence, or abnormal use, misuse, malicious damage or alteration or repair of the Product;
 - 5.4.2 any stain resulting from inks, nail polish, cosmetics, acids, caustic solutions, adhesives, super glue, paint, bleach alternatives, alcohol, dyes, solvents or non food related grease;
 - 5.4.3 the incorrect use or application of any cleaning substances or materials;
 - 5.4.4 damage during transit or storage caused by contractors;
 - 5.4.5 stains to the Product itself or staining to the mattress when the Product is not in use;
 - 5.4.6 damage caused by wild animals, termites, insects, moths or vermin;
 - 5.4.7 damage caused by domestic pets including biting, chewing or scratching;
 - 5.4.8 flooding, burst pipes, sunlight, wind or weather, leaking roofs and conservatories or any other similar external clause;
 - 5.4.9 any part of the bed to which the Product is attached other than the mattress;
 - 5.4.10 any other items purchased in connection with the mattress including ensembles, bed frame, structure or bases; or
 - 5.4.11 any Product where the full purchase price has not been paid for the Product by the Buyer
 - 5.4.12 damage, soiling or staining caused prior to or during delivery;
 - 5.4.13 sides of the mattress;
 - 5.4.14 damage including blistering caused by tumble drying on own or on too high heat;
 - 5.4.15 staining to the Protector;
 - 5.4.16 Staining or damage for which the cause cannot be identified;
 - 5.4.17 removal of odours.

6. CLAIMS PROCEDURE

- 6.1 Any claim under this guarantee must be submitted by contacting Protect-A-Bed Europe at the contact details set out below within 7 days of discovery of the damage. **The claims telephone number is: 0345 313 9004** or Email at guarantee@protectabed.co.uk
- 6.2 When you telephone Protect-A-Bed Europe you will be provided instructions for the guarantee process and possible return of the Product if necessary. In order to claim you may be required to complete a Service Request Form and Protect-A-Bed Europe may ask to inspect your Product. You must comply with those instructions.
- 6.3 Protect-A-Bed Europe does not guarantee an exact match of colour or pattern in the event of your mattress being cleaned or replaced and in such circumstances our liability is limited to the reasonable endeavours of our approved professional cleaner.
- 6.4 If Protect-A-Bed Europe agrees to replace/professionally cleaned your mattress there will be no further liability under this guarantee for the replacement mattress unless a new Product is

purchased from the approved retailer at the same time and you must retain this document and the purchase receipt for the new Product.

Any mattress replaced under this guarantee will become the property of Protect-A-Bed Europe. **DO NOT RETURN THE PRODUCT TO THE RETAILER.**

6.5 The following are required to be presented for any guarantee claim to be made:

6.5.1 the original purchase invoice or purchase receipt;

6.5.2 the Protect-A-Bed Europe product code on the washing instruction label.

7. GENERAL

7.1 This guarantee applies only to the Buyer of a Product and is not transferable.

7.2 This guarantee shall only apply to the Product that it is supplied with, and shall not apply to any Product sold without this guarantee being simultaneously provided.

7.3 English law shall apply to this guarantee and by purchasing the Product the Buyer shall submit to the exclusive jurisdiction of the English Courts.

7.4 This guarantee is limited to the terms set out below, and may not be amended without Protect-A-Bed Europe's written agreement.

8 Privacy Statement

For the purposes of the Data Protection Act 2003 Protect-A-Bed Europe are the data controllers for any personal information given in respect of the above Guarantee. Protect-A-Bed Europe will keep your information confidential and will only use it as allowed by law.

Protect-A-Bed Europe Limited (Company Number 6542717), registered in England with its registered office (Windsor House, 204 Lower High Street, Watford, WD17 2EH)