

100 Nights Trial
MM Foam Bloom & SpineLine Mattresses
(Effective from 30.08.2022)

Terms & Conditions:

1. Description of the Trial Scheme and Eligibility for the same

- 1.1 Under the 100 Nights trial (the “Trial Scheme”), subject to the terms and conditions contained in this document (the “Terms”) a Customer (as defined in clause 1.3 below) who purchases a Mattress (as defined in clause 1.3 below) from the Portal (as defined in clause 1.3 below) shall, if he is not satisfied with the same, be entitled to request the Company (as defined in clause 1.3 below) to permit the Customer to return the same for a refund of the amount paid by the Customer to the Company for such Mattress (the “Purchase Price”) subject to deduction of Usage Charges levied by the Company as detailed in this clause 1.1 below) and any other amounts required to be deducted or withheld pursuant to applicable law, provided that the Customer notifies the Company’s customer care of its intention to effect such return prior to a period of 100 calendar nights from the date of the Company delivering such Mattress to the Customer, subject to the Customer complying with the requirements and its obligations of and under these Terms. The Trial Scheme shall be governed by and subject to the Terms.

The Customer agrees that where a Mattress is returned by the Customer pursuant to or under the Trial Scheme, the Company shall be entitled to levy on the Customer, usage charges equivalent to 5% of the Purchase Price in respect of such Mattress (“Usage Charges”), which shall be deducted by the Company from the Purchase Price prior to the Company issuing the refund to the Customer. For the purpose of these Terms, the amount to be refunded to the Customer after deduction of Usage Charges from the Purchase Price shall be hereinafter referred to as “Refund Amount”.

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- 1.2 Notwithstanding the provisions of the Terms, the Customer agrees and acknowledges that the Company shall be entitled, at its sole discretion, to reject a Customer’s request for return of the Mattress and refund of the Refund Amount for the same, where the Company is of the opinion that the provisions of these Terms have not been adhered to by the Customer.
- 1.3 The Trial Scheme is applicable only for a customer (which expression shall refer to an end user customer who uses/intends to use the mattress for his and/or his immediate family’s personal use, and not a wholesaler, retailer, dealer, distributor, warehouse, reseller, agent, or any other person who uses/intends to use the mattress for commercial or other business purposes) (“Customer”) who purchases a MM

Foam Bloom mattress or MM Foam SpineLine mattress (“Mattress”), directly from MM Rubber Company Ltd. (the “Company”) through its portal www.mmfoam.com (the “Portal”).

- 1.4 Without prejudice to the foregoing, the Trial Scheme is not available in respect of a Mattress purchased from any third parties (including without limitation, any dealers, retailers, distributors, resellers, wholesalers, etc. {irrespective of whether or not the same are authorised dealers, retailers, distributors, resellers, wholesalers, etc. of the Company} or online shopping portals other than the Portal.
- 1.5 No Customer shall be entitled to return more than one Mattress per year (calculated from the date of return of the Mattress under the Trial Scheme) per household under this Trial Scheme.
- 1.6 Where the Company has approved of the Customer’s return request under the Trial Scheme in respect of a Mattress, the Customer shall return the Mattress to the Company in good condition, at the Customer’s own risk and cost, within 10 days of the Company’s approval of such request, and refund of the Refund Amount shall be made by the Company within 30 days of the Company receiving the returned Mattress, subject to inspection and verification by the Company.
- 1.7 The Company has the right to cancel or withdraw the Trial Scheme at any time at its sole discretion.

2. Purchase of the Mattress

The Mattress selected and purchased by the Customer from the Portal will be delivered to the location specified at the time of purchase of the Mattress on the Portal only after the Company receives from the Customer full payment of the value of the Mattress as specified in the relevant invoice raised by the Company on the Customer for the same. The Mattress would be delivered to the Customer within 10 days from the date of receipt of the Purchase Price by the Company from the Customer, along with the order for the Mattress.

3. Exceptions

- 3.1 The Customer shall not be entitled to return the Mattress under the Trial Scheme prior to using the Mattress for a minimum period of 60 calendar nights from the date of delivery of the same to the Customer by the Company unless otherwise permitted in writing by the Company.
- 3.2 The Customer shall not be entitled to return a Mattress under the Trial Scheme, and any request for such return by the Customer shall be refused by the Company where: -

- 3.2.1 The Mattress is damaged and/or any liquids being spilt on the Mattress, after the same had been delivered by the Company to the Customer location in any manner;
- 3.2.2 The cloth cover and/or quilt of the Mattress is damaged, stained, tampered with and/or altered, post the Mattress being delivered to the Customer location by the Company;
- 3.2.3 The Mattress is, in the opinion of the Company, is kept in a dirty and/or unhygienic condition or misused by the Customer or any third party after the same had been delivered to the Customer location by the Company;
- 3.2.4 The Mattress has, in the opinion of the Company, been used on an uneven or unlevelled surface and/or not been used in accordance with the directions and instructions provided by the Company; and/or
- 3.2.5 The Mattress has, in the opinion of the Company been exposed to conditions which can potentially damage or deform the Mattress.
- 3.3 The Customer shall not be entitled to avail of the Trial Scheme in respect of any Mattress purchased by the Customer prior to the date of the Trial Scheme being made applicable by the Company.
- 3.4 The Customer shall not be entitled to avail of the Trial Scheme in respect of any customised Mattress or template Mattress ordered by the Customer.
- 3.5 The Customer shall not be entitled to avail of the Trial Scheme in respect of any Mattress, where the Customer had previously purchased and returned, under the Trial Scheme, a Mattress of the same model.
- 3.6 The Customer shall not be entitled to avail of the Trial Scheme in respect of any Mattress purchased by him post the Trial Scheme coming into force, where such Customer had prior to the coming into force of the Trial Scheme, purchased the same model of Mattress.
- 3.7 The Customer shall not be entitled to return a Mattress under the Trial Scheme where the reason for return is stated to be the Customer ordering a Mattress of the wrong model and/or dimension or due to any issues pertaining to pricing of the Mattress.

4. Return Procedure under the Trial Scheme

- 4.1 In order for the Customer to return the Mattress under the Trial Scheme, the Customer shall contact the customer care department of the Company through the contact details specified in respect of the same in/on the Portal, and request a return of the Mattress under the Trial Scheme.

- 4.2 In order for the Customer to return the Mattress, the Customer shall also, on request of the Company, furnish to the Company, in such manner as the Company specifies, all such documentation and proof as the Company may require, including without limitation: -
- 4.2.1 The original invoice in respect of the Mattress bearing the Customer's name and address;
 - 4.2.2 The warranty card issued to the Customer in respect of the Mattress by the Company; and
 - 4.2.3 Photographs of the Mattress in such manner as may be required by the Company
- 4.3 The Company reserves the right to inspect the Mattress returned/intended to be returned by the Customer, at any time after the Customer has requested the Company to permit the return of the Mattress under the Trial Scheme in order for the Company to satisfy itself that the return of the Mattress is permissible under the provisions of these Terms. Where such inspection is carried out by the Company after the returned Mattress is received by the Company, and the Company is of the opinion that the Customer was not entitled to return such Mattress under the Terms, the Company may, at its sole discretion, notify the Customer of such fact, return the Mattress to the Customer (at the risk and cost of the Customer) and refuse to refund the Refund Amount for the Mattress, provided that where any such refund was already made by the Company in respect of such Mattress, the Customer shall be liable to return such amounts to the Company immediately on the Company claiming the same.
- 4.4 If the Company approves the return of the Mattress by the Customer, the Customer shall, at his own risk and cost: -
- 4.4.1 pack the Mattress in such a manner so as to avoid damage, deterioration and/or loss to the same in the course of transportation of the same to the premises of the Company; and
 - 4.4.2 transport the Mattress to such location as may be specified by the Company, and ensure that the Mattress is returned to the Company in good condition..
- 4.5 Where the Customer cancels an order for a Mattress at any time after the Mattress is despatched from the Company's warehouse/factory, the Customer shall be liable to pay the Company, (i) cancellation charges at the rate of 10% of the Purchase Price; and (ii) 2-way transportation charges (i.e. the transportation charges for transportation of the Mattress from the Company's warehouse/factory and the transportation charges for transportation of the Mattress back to the Company's warehouse/factory) levied by the Company in respect of such order cancelled by the Customer. The Company may deduct such amounts from any amounts payable/refundable by the Company to the Customer pursuant to such cancellation.

5. Governing Law and Jurisdiction

These Terms and the Trial Scheme shall be governed by the applicable laws of India. The Courts at Bangalore, Karnataka shall have exclusive jurisdiction over all matters pertaining to and/or arising out of these Terms and/or the Trial Scheme.

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Suggestions to a customer for purchasing a mattress:

- It is recommended to use mattress according to your BMI.
- It is advisable to use bloom mattress if your weight is up to 75Kgs.

BMI Range	Firmness of mattress
Below 18.5	Soft or Medium
18.5-24.9	Medium
Above 24.5	Firm

$$\text{BMI} = \frac{\text{Weight(Kgs)}}{\text{Height}^2(\text{m})}$$

Body Mass Index (BMI) Chart for Adults

Obese (>30)
 Overweight (25-30)
 Normal (18.5-25)
 Underweight (<18.5)

WEIGHT		HEIGHT in feet/inches and centimeters																					
		4'8"	4'9"	4'10"	4'11"	5'0"	5'1"	5'2"	5'3"	5'4"	5'5"	5'6"	5'7"	5'8"	5'9"	5'10"	5'11"	6'0"	6'1"	6'2"	6'3"	6'4"	6'5"
lbs	(kg)	142cm	147	150	152	155	157	160	163	165	168	170	173	175	178	180	183	185	188	191	193	196	
260 (117.9)		58	56	54	53	51	49	48	46	45	43	42	41	40	38	37	36	35	34	33	32	32	31
255 (115.7)		57	55	53	51	50	48	47	45	44	42	41	40	39	38	37	36	35	34	33	32	31	30
250 (113.4)		56	54	52	50	49	47	46	44	43	42	40	39	38	37	36	35	34	33	32	31	30	30
245 (111.1)		55	53	51	49	48	46	45	43	42	41	40	38	37	36	35	34	33	32	31	31	30	29
240 (108.9)		54	52	50	48	47	45	44	43	41	40	39	38	36	35	34	33	33	32	31	30	29	28
235 (106.6)		53	51	49	47	46	44	43	42	40	39	38	37	36	35	34	33	32	31	30	29	29	28
230 (104.3)		52	50	48	46	45	43	42	41	39	38	37	36	35	34	33	32	31	30	30	29	28	27
225 (102.1)		50	49	47	45	44	43	41	40	39	37	36	35	34	33	32	31	31	30	29	28	27	27
220 (99.8)		49	48	46	44	43	42	40	39	38	37	36	34	33	32	32	31	30	29	28	27	27	26
215 (97.5)		48	47	45	43	42	41	39	38	37	36	35	34	33	32	31	30	29	28	28	27	26	25
210 (95.3)		47	45	44	42	41	40	38	37	36	35	34	33	32	31	30	29	28	28	27	26	26	25
205 (93.0)		46	44	43	41	40	39	37	36	35	34	33	32	31	30	29	29	28	27	26	26	25	24
200 (90.7)		45	43	42	40	39	38	37	35	34	33	32	31	30	30	29	28	27	26	26	25	24	24
195 (88.5)		44	42	41	39	38	37	36	35	33	32	31	31	30	29	28	27	26	26	25	24	24	23
190 (86.2)		43	41	40	38	37	36	35	34	33	32	31	30	29	28	27	26	26	25	24	24	23	23
185 (83.9)		41	40	39	37	36	35	34	33	32	31	30	29	28	27	27	26	25	24	24	23	23	22
180 (81.6)		40	39	38	36	35	34	33	32	31	30	29	28	27	27	26	25	24	24	23	22	22	21
175 (79.4)		39	38	37	35	34	33	32	31	30	29	28	27	27	26	25	24	24	23	22	22	21	21
170 (77.1)		38	37	36	34	33	32	31	30	29	28	27	27	26	25	24	24	23	22	22	21	21	20
165 (74.8)		37	36	34	33	32	31	30	29	28	27	27	26	25	24	24	23	22	22	21	21	20	20
160 (72.6)		36	35	33	32	31	30	29	28	27	27	26	25	24	24	23	22	22	21	21	20	19	19
155 (70.3)		35	34	32	31	30	29	28	27	27	26	25	24	24	23	22	22	21	20	20	19	19	18
150 (68.0)		34	32	31	30	29	28	27	27	26	25	24	23	23	22	22	21	20	20	19	19	18	18
145 (65.8)		33	31	30	29	28	27	27	26	25	24	23	23	22	21	21	20	20	19	19	18	18	17
140 (63.5)		31	30	29	28	27	26	26	25	24	23	23	22	21	21	20	20	19	18	18	17	17	17
135 (61.2)		30	29	28	27	26	26	25	24	23	22	22	21	21	20	19	19	18	18	17	17	16	16
130 (59.0)		29	28	27	26	25	25	24	23	22	22	21	20	20	19	19	18	18	17	17	16	16	15
125 (56.7)		28	27	26	25	24	24	23	22	21	21	20	20	19	18	18	17	17	16	16	15	15	15
120 (54.4)		27	26	25	24	23	23	22	21	21	20	19	19	18	18	17	17	16	16	15	15	15	14
115 (52.2)		26	25	24	23	22	22	21	20	20	19	19	18	17	17	16	16	15	15	14	14	14	14
110 (49.9)		25	24	23	22	21	21	20	19	19	18	18	17	17	16	16	15	15	15	14	14	13	13
105 (47.6)		24	23	22	21	21	20	19	19	18	17	17	16	16	16	15	15	14	14	13	13	13	12
100 (45.4)		22	22	21	20	20	19	18	18	17	17	16	16	15	15	14	14	14	13	13	12	12	12
95 (43.1)		21	21	20	19	19	18	17	17	16	16	15	15	14	14	14	13	13	13	12	12	12	11
90 (40.8)		20	19	19	18	18	17	16	16	15	15	15	14	14	13	13	13	12	12	12	11	11	11
85 (38.6)		19	18	18	17	17	16	16	15	15	14	14	13	13	13	12	12	12	11	11	11	10	10
80 (36.3)		18	17	17	16	16	15	15	14	14	13	13	13	12	12	11	11	11	11	10	10	10	9

Note: BMI values rounded to the nearest whole number. BMI categories based on CDC (Centers for Disease Control and Prevention) criteria.
www.vertex42.com BMI = Weight[kg] / (Height[m] x Height[m]) = 703 x Weight[lb] / (Height[in] x Height[in]) © 2009 Vertex42 LLC

- People weighing about 90-100Kgs should consider a mattress that at least has a thickness of 6-8inches and mattress with 8 inches thickness is recommended for people who weigh more than 100Kg.
- Average height of mattress top from ground is 21inches for a person with average height [162cm for women and 177cm for men].

How to Choose a Mattress Size?

