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Commercial Warranties For Mattress

DORMEO d.o.o. ("**company**") provides buyers of Dormeo® and MLILY® mattresses with a commercial warranty (depending on the mattress model). All commercial warranties, their duration, and the rights arising from them are described in more detail below. In accordance with this document, the buyer is any natural person who has purchased a Dormeo® or MLILY® mattress and who can provide all the evidence required below (e.g., receipts) to exercise their rights under the applicable commercial warranty.

Below mentioned commercial warranties do not exclude the consumer's rights arising from any mandatory guarantee or warranty, and any other rights the buyer may have under applicable legislation, but it is regarded as an additional, post-purchase service which offers additional rights and benefits to the buyer in addition to the rights laid down by law or acquired on any other basis.

Trial Period

Company offers a 30-day, 45-day, 60-day, or 100-day trial period for Dormeo® and MLILY® mattresses, depending on the mattress model, which begins on the date of delivery. During the trial period, the buyer has the right to request a refund or exchange of the mattress from the seller at no additional cost (except for return costs) without giving any reason, except in cases where the buyer requests a replacement mattress due to incorrect dimensions and the packaging in which the buyer received the mattress has already been opened. In the event of a replacement, the buyer will be provided with the same product, and if this is not available, the buyer will be provided with a comparable product. If the customer decides to exchange the product, they will have a new 30-day, 45-day, 60-day, or 100-day trial period, which begins upon receipt of the new mattress. If the customer requests a replacement mattress twice in a row based on their right during the trial period the Company will not grant them a 30-day, 45-day, 60-day, or 100-day trial period for the third mattress. For the avoidance of doubt, a replacement shall also be deemed to have taken place if, during the trial period, the buyer requests a refund and then decides to purchase a mattress that is cheaper or more expensive than the one for which they requested a refund. The exact trial period for each mattress model is set out in the table below.

Extended Warranty with Participation

The extended warranty with participation is a commercial warranty under which the buyer is required to pay a participation amount calculated as a percentage of the regular retail price of the mattress, in the applicable local currency, as shown in the table below.

Model of the Mattress	Duration of Trial Period (in days)	Duration of Extended Warranty (in years)	Participation Based On Period Of Use	
			Period of use	Participation in % of the retail price
Dormeo iMemory Silver III	30	15		
Dormeo iMemory Sliver	60	15	0-2 years	0%
Dormeo iMemory S Plus II/III/IV	60	15	2-3 years	0%
Dormeo Dream Inspiration	60	15	3-5 years	30%
DORMEO DNA	100	15	5-7 years	40%
Dormeo Nature Serenity Octa Mattress	60	15	7-9 years	60%
Dormeo Fresh Prima Silver Mattress HS	60	15	9-12 years	70%
Dormeo iMemory S+Silver Deluxe Mattress HS	60	15	12-15 years	80%
Dormeo iMmeory S+Silver Mattress HS	60	15		
Dormeo iMmemory S+Silver Propolis Mattress	60	15		
MLILY Mattress Supreme Hybrid	45	15		
Dormeo iMemory Silver Mattress HS	60	15		
			Period of use	Participation in %
Dormeo Aloe Vera Plus Memory	60	10	0-2 years	0%
Dormeo Aloe Vera Foam	30	10	2-3 years	0%
MLILY Diamond	45	10	3-4 years	30%
MLILY Diamond Spring	45	10	4-6 years	40%
MLILY Dreams	45	10	6-8 years	60%
MLILY SUPREME	45	10	8-10 years	80%
MLILY SUPREME II	45	10		
MLILY Plus	45	10		
MLILY Royal	45	10		
Dormeo Aloe Vera+ Memory Mattress HS	30	10		
			Period of use	Participation in %
Dormeo Essential Mattress	30	7	0-2 years	0%
MLILY Bamboo Eco Health Embrace Mattress	30	7	2-3 years	0%
MLILY Bamboo Eco Health Mattress	30	7	3-4 years	40%
Dormeo Ergonomic Mattress	30	7	4-5 years	60%
Dormeo Ergonomic Memory Mattress	30	7	5-7 years	80%

The extended warranty with participation means that, when requesting a replacement mattress due to a defect or flaw in the mattress core, the buyer pays a defined percentage of the regular retail price of the mattress applicable at the time the warranty claim is made. This amount represents the co-payment to be paid by the buyer in connection with the warranty replacement and must be paid at the same time as, or prior to, the replacement of the mattress. If the same mattress is no longer available for sale, the regular retail price of a comparable product that is most similar to the originally purchased product shall be used to calculate the participation. At the buyer's request, the regular retail price of a mattress from a higher price range at the time of the complaint may also be taken into account if the buyer decides to purchase such a mattress. A product from the same mattress line is considered a comparable product. If the buyer decides to purchase a mattress from a lower price range, they are not entitled to a refund of the difference between the value of the new mattress and the value of the replaced mattress.

During the extended warranty period, the buyer may request a replacement mattress due to a defect or flaw in the mattress core, either the same mattress or a comparable mattress if the same model is unavailable. A comparable product is considered to be a product from the same mattress line or an upgraded version. If the buyer chooses a mattress from a lower range, they are not entitled to a refund of the difference in value between the new and replaced mattresses. The buyer cannot request a refund during the extended warranty period.

The deadline for replacing the mattress during the extended warranty period is 60 days from the receipt of the buyer's written notification that the goods are defective or faulty, accompanied by the following evidence: the extended warranty document, the original invoice for the mattress, and at least one photo of the mattress showing the defect or flaw. Company reserves the right to inspect the mattress, which will be carried out as soon as possible and within the replacement period.

The buyer's right to exchange the mattress expires two years after the date on which the buyer requested replacement of the product with a new one. The buyer is entitled to the percentage or amount of participation that was valid at the time of exercising the right to exchange the mattress.

The above warranties apply in Hungary, Estonia and Finland, and are valid from the date of delivery of the goods to the buyer.

The company name, seller's registered office, and date of delivery of the goods to the buyer are shown on the invoice, which is an integral part of the extended warranty.

In the case of a in-store sale, the date of delivery of the goods is the same as the date of issue of the invoice. In the case of a distance sale, the date of delivery of the goods is considered to be the 20th day from the date of issue of the invoice. In the case of later delivery of goods, the later delivery date shall be taken into account upon presentation of the delivery confirmation (in the case of distance purchasing, the buyer must also submit an SMS from the delivery service or another document showing the date of delivery of the product when exercising their rights under this warranty). If the goods are delivered to the buyer before the expiry of the 20th day from the date of issue of the invoice, the buyer shall be deemed to have all rights also during the period from the actual delivery of the goods until the expiry of the 20th day from the date of issue of the invoice.

EXTENDED WARRANTY WITH PARTICIPATION DOES NOT APPLY IN THE FOLLOWING CASES:

1. in cases where the mattress is not in a completely hygienic condition (e.g., the mattress is dirty and it is clear from the circumstances that it has not been properly maintained) or has any physical damage resulting from use that is not in accordance with the instructions for use and care of the product;
2. in the event of defects caused by external influences (mechanical damage caused by the buyer or a third party, improper use, careless handling);
3. in cases where the buyer informs the Company that the mattress has obvious manufacturing defects (sewing defects, stains, torn fabric, and other irregularities) that do not affect the functionality of the mattress, after a period of 30 days from the delivery of the goods to the buyer;
4. if the buyer does not submit the required documentation when exercising their rights under a voluntary warranty, extended warranty, or additional warranty;
5. if the sewn-in label with product information has been removed from the mattress or is damaged to such an extent that the product information is no longer visible;
6. In the event of a return, the mattress must be adequately protected against damage and dirt. If the mattress is not adequately protected, the seller may refuse the request for replacement.

WARNINGS:

1. Under normal use, the materials inside the mattress will remain the same. The thickness or firmness of the mattress may decrease by up to 15% under normal use, which is a result of the mattress adjusting and is not considered a manufacturing defect. Such a reduction (up to 15%) is considered normal, therefore the Company does not guarantee such a reduction in the thickness or firmness of the mattress.
2. Due to the elastic components, there is a 2% +/- tolerance in the dimensions of the mattresses (length and width). This tolerance is considered normal and does not constitute a defect in the mattress. This situation may also occur after prolonged use of the mattress. Similarly, a slight increase in the softness of the mattress is not considered a defect, but a result of normal use. In such cases the Company does not guarantee the mattress.
3. The product is not fireproof, so the buyer should not use flammable materials on the mattress and is obliged to ensure that children do not play with lighters or other flammable objects on the mattress. The product should be kept at a safe distance from heat sources (heating elements).
6. the Company does not guarantee defects and changes to the mattress that arise due to the use of the mattress in a manner contrary to the instructions and warnings provided. Requests for the repair or replacement of the mattress due to defects caused by such use of the mattress will not be accepted.

RULES FOR USE AND MAINTENANCE OF THE PRODUCT:

1. Mattresses are vacuum-packed using modern technology, which facilitates transport and ensures maximum hygiene. When opening the package, DO NOT USE sharp objects to avoid damaging the fabric.
2. You must open the package within 90 days of receiving the mattress. Before opening the package, double-check that the dimensions of the mattress match those of your bed.
3. The Dormeo® mattress takes its final shape within 15 minutes of removing the packaging (whereas the MLILY® mattress takes up to 4 hours), but you must wait at least 6 hours (24 hours for the MLILY® mattress) before you can fully load it. During this time, the mattress, which must first be removed from its original packaging, must be kept in a horizontal position on a flat surface. When removing the mattress from its original packaging, do not twist or bend it.
4. When placing the Dormeo® mattress on a suitable base or when installing the reversible core, the side of the cover with carbon or silver fibers and/or sewn-in memory foam must face upwards.
5. The product is intended for use in closed rooms with normal climatic conditions of relative air humidity between 45% and 65% and air temperature between 15°C (20°C for MLILY® mattress) and 25°C. We recommend airing the room weekly and exposing the mattress to fresh air. Remove all bedding from the product during airing. This method of use will prevent moisture from remaining in the mattress and thus prevent the growth of mold.
6. During the first 6 months of use, change (rotate) the position of the mattress: head-to-feet, and we also recommend placing the mattress upright, as this optimally stabilizes the structure and filling.

The extended warranty does not apply if the mattress is used on metal mesh, wide slatted bases, or flat boards that may damage the surface and/or shape of the mattress. These bases are not suitable as they can retain moisture, which can lead to mold growth. Use the mattress on a Dormeo® slatted base that is the same size as the mattress. This will ensure good air circulation and proper support. All mattresses measuring 140x200 cm or larger require two pieces of bed base (the maximum size of the bed base is 120x200 cm).

7. The product is not suitable for damp areas. Avoid liquids and moisture on the mattress.
8. When using any Dormeo® and/or MLILY® mattress mattress, the Rules for Use and Maintenance of the Product must be observed.
9. For optimal protection of the mattress, we recommend protecting it with washable protective covers. We recommend Dormeo® protective covers.

WE RECOMMEND THAT YOU READ THIS DOCUMENT CAREFULLY AND KEEP IT FOR FUTURE

EXTENDED WARRANTY ON QUALITY

Extended warranty may be valid from 12 to 60 months, depending on the type of extended warranty bought by the consumer.

Company **DORMEO d.o.o.**, Cesta Borisa Kidriča 15, 1410 Zagorje ob Savi, Slovenia (hereinafter: »**Company**«) assures that the product, for which the consumer **bought** the Extended Warranty (hereinafter: »**Product**«), shall be, during the validity of this warranty, free of any kind of fault in connection to functionality or other faults which objectively influence the functionality of Product, and furthermore undertakes to ensure a free repair and/or replacement of the defective Product with a new one (in case the Product is no longer being sold the Company shall ensure a replacement for other similar product with at least the same level of functionality). In case the defective Product, for which this Extended Warranty is provided, is not repaired and/or replaced in an appropriate way within the period of 60 days from the receipt of the Product, the consumer may freely withdraw from the contract. The exact duration of your extended warranty is specified on your invoice. **The Extended Warranty covers only the Product for which it is purchased**, as identified on the invoice in the line item immediately preceding the Extended Warranty. Extended Warranty of Product is valid for a period of time for the Product at the time of purchase and as follows:

- If and to the extent that the Product is subject to statutory consumer rights relating to lack of conformity, mandatory guarantees, or other mandatory statutory warranties under applicable law, the Extended Warranty shall commence on the day following the expiration of such statutory rights.in case of a Product, for which also a free voluntary warranty is issued, the Extended Warranty enters into force the first day after the expiration of the free voluntary warranty,
- in case a Product is not subject to mandatory guarantee or warranty and/or free voluntary warranty, the Extended Warranty enters into force the first day after handover of the Product.

With Extended Warranty the consumer receives additional assurance of carefree usage of the Product or, in case of any defaults, the right to ask for free repair and/or replacement of Product during the period of validity of Extended Warranty and expert advice with regards to the enforcing his/her rights as well as to the usage of Product. If the product is unavailable, the Company reserves the right to refund the purchase price or to offer the consumer a comparable replacement product.

EXTENDED WARRANTY EXPLICITLY **DOES NOT APPLY**:

- To faults in functionality that occur by external impacts and not by the Company's fault (including the improper use of Product, damages which occurred due to consumers or third party's fault or negligence, unauthorized usage of Product, force majeure, etc.),
- To products from the following categories: Mattresses and consumables (such as change of batteries, cartridges, etc.),
- To cases of consumer's subjective dissatisfaction with the Product (Extended Warranty does not exclude the consumers' right to withdraw from distance contract without providing a reason for withdrawal in accordance with applicable legislation),
- To so-called "cosmetical or any other non-material defaults" which do not affect the functionality of Product,
- To consequences of normal wear and tear which are connected to long-term use of Product.

Enforcing the rights arising from Extended Warranty is simple and cost-effective for consumer because the burden of proof regarding the existence of faults that are covered by this warranty is on the Company and not on the consumer.

EXPLANATIONS:

- If Product operates by using batteries, we advise the consumer to test the operation of Product with new batteries before the Product is sent to the Company because used batteries may be the source of defaults that occur when using the Product. The batteries have to be removed before sending the Product to the Company.

Extended Warranty does not exclude the consumer's rights arising from any mandatory guarantee or warranty, and any other rights the consumer may have under applicable legislation, but it is regarded as an additional, post-purchase service which offers additional rights and benefits to the consumer in addition to the rights laid down by law or acquired on any other basis.

The rights arising from Extended Warranty can only be enforced if the Product for which the Extended Warranty was purchased is submitted to the Company into inspection (when this is possible, taking into account the technical characteristics of Product) along with any proof of purchase showing the purchase of Product and Extended Warranty, furthermore the defect of Product should be precisely described to the representative of the Company (e.g. seller). Otherwise, the rights arising from Extended Warranty cannot be enforced.

The consumer can contact the Company in all points of sale or other contact points, as follows:

- For Hungary (HU): by e-mail - info@dormeo.hu, or by phone at +36 1 901 0023,
- For Estonia (EE): by e-mail - info@dormeo.ee, or by phone at 630 9145,
- For Finland (FI): by e-mail - info@dormeo.fi,
- For Ukraine (UA): by e-mail – info@dormeo.com.ua, or by phone at 068 677 80 78,
- via chats available on official Company's website.

where the consumer can enforce the rights arising from Extended Warranty and will receive also additional instructions.

The rights arising from Extended Warranty can only be enforced in the territory of Hungary, Estonia, Finland and Ukraine.