

# SIMBA MATTRESSES – 10 YEAR GUARANTEE

## 1. General

1.1 This Guarantee applies to all Simba Mattresses excluding cot mattresses (“**Mattress**”) sold by Simba as new (this guarantee does not apply to refurbished mattresses) purchased in the UK only, and not to any other products purchased from Simba, its authorised retailers, or any other merchant.

1.2 Subject to any pause in accordance with clause 4.7 and or any invalidity which may arise by virtue of clause 3, this Guarantee is effective from the date your Mattress is delivered and expires 10 years from that date.

1.3 This Guarantee is for your benefit as the original purchaser only and is not transferable to any other person. If you sell or transfer the Mattress, or by any other means relinquish ownership of the Mattress, the subsequent owner accepts the product ‘as is’, including all faults, and has no right to claim under this Guarantee.

1.4 This Guarantee is in addition to, and does not affect, your statutory rights in relation to defective products as set out in clause 11 of our Terms, the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and any other relevant consumer protection legislation from time to time in force in the UK.

## 2. Scope

2.1 Subject to clause 3 and 4, you may seek to claim a replacement Mattress under this Guarantee where your Mattress exhibits one or more of the following material defects:

(a) the surface of the Mattress has a visible body impression or visible dipping of greater than the tolerances outlined in the below table by reference to the period that has elapsed from the date the Mattress to which the claim relates is delivered;

Time from delivery date	0-6 Months	6-12 Months	12-24 Months	24-36 Months	36-60 Months	60-120 months
Dip Tolerance	25mm	30mm	35mm	40mm	45mm	70mm

- (b) the foam has split, cracked, torn or otherwise failed to retain its structural integrity;
- (c) any material manufacturing defect affecting the zip causing it to malfunction, such that the interior components of the Mattress become exposed;
- (d) any material manufacturing defect affecting the cover, which causes it to rip, split or tear (NOTE: DEFECTS TO THE COVER WILL ONLY BE GUARANTEED FOR ONE YEAR). We reserve the right to replace only the cover, where the cover is claimed and accepted as being defective; and/or
- (e) another material defect or combination of defects in the materials or workmanship which is not attributable, in Simba's sole opinion, to the Mattress being treated with a lack of reasonable care and does not fall within clause 3.

### 3. Limitation

3.1 We reserve the right not to honour claims under this Guarantee at our discretion, in any circumstances, which include, but are not limited to, the following:

- (a) the fault complained of relates to the normal softening of the Mattress with age, whether attributable to the settling of the materials or otherwise;
- (b) the fault complained of is normal wear and tear which could reasonably be expected to result from the Mattress being used as a mattress for sleeping on and in accordance with our instructions;
- (c) the fault is the result of any kind of accident, abuse, negligence or wilful damage whether by you or any other person, animal, weather event or otherwise;
- (d) the fault is the result of a force majeure event or act of nature beyond our reasonable control, including but not limited to fires, floods, natural disasters, wars or acts of terrorism;

(e) the Mattress is in a soiled or unsanitary condition;

(f) where your Mattress is a Simba Green Organic/Simba GO, and the fault is attributable to the sealed zip cover of the Mattress having been subject to tampering, including, but not limited to, unzipping the cover.

(g) the complaint relates to comfort preferences or localised firmness changes in the mattress.

(h) where the mattress is not used for its intended purpose as a mattress for sleeping on, or is used in a manner contrary to our instructions regarding use, including without limitation, use by any individual weighing more than 18 stone (114kg), or where you fail to rotate your mattress (by rotating the mattress from “head to toe” on a horizontal plane, as opposed to “flipping” the mattress on a vertical plane) at least once per month in the first three months following delivery, and thereafter at least once every three months;

(i) where the mattress has been used without reasonable care. A user will be considered to have lacked reasonable care in circumstances which include but are not limited to the following:

(i) use without bed linen;

(ii) use with an unsuitable bed base. We consider a suitable bed base as including, but not being limited to, a supportive, dedicated mattress platform designed specifically for supporting a mattress, including a sprung or slatted bed frame, a divan base or a box spring. The slats on any slatted bed frame must be more than 2 inches in width and be no greater than 3 inches apart (most slatted bases are designed like this anyway). We don't recommend the floor and other similar solid surfaces for our mattresses because they prevent the mattress from breathing and ventilating on a vertical plane. These details regarding suitable bed bases are examples, given as non-exhaustive guidelines only, and Simba reserves the right to determine in writing whether a given bed base is suitable or not. Where you have any doubt as to whether a bed base, surface or platform is suitable, contact us by emailing [hello@simbasleep.com](mailto:hello@simbasleep.com) and we will be able to confirm this for you in writing.

(iii) the mattress being, handled or otherwise dealt with improperly, including by storing it on its side (we recognise that carrying and/or transporting the mattress on its side may be necessary from time to time in order to effect its movement between

rooms and/or premises, but we recommend keeping any such movement to a minimum); and/or

(iv) any other treatment which we reasonably consider as lacking the requisite degree of care.

(j) where you attempt to alter or repair the mattress without our approval, consent or instruction or attempt to clean the mattress with improper cleaning products or techniques (see our FAQ section for details);

#### **4. Claims**

4.1 Any claim under this Guarantee must be received within 30 days of the date you actually discovered the defect, or the date you ought reasonably to have discovered the defect, whichever is earlier.

4.2 Claims should be made to the original point of sale of the mattress. For example, replacements for defective mattresses purchased on our website should be claimed directly from us by emailing [hello@simbasleep.com](mailto:hello@simbasleep.com), while replacements for defective mattresses purchased through an authorised retailer should be claimed through that authorised retailer.

4.3 Upon seeking to claim under this Guarantee, Simba may require that your Mattress is inspected in person by our independent inspection agent. Where you decline to facilitate this we shall be entitled to reject your claim. The report produced following such inspection may be used to assist us to determine whether your Mattress falls within the scope of this Guarantee and therefore whether it is eligible to be replaced. Simba (with reference to the report of our inspection agent, if such is commissioned) is the sole arbiter of whether a mattress is faulty and qualifies for a replacement under this Guarantee.

4.4 If Simba decides that you may receive a replacement Mattress, the replacement will be delivered to you by our standard delivery method at no cost to you within 30 days of your claim being accepted.

4.5 Simba will either collect the faulty Mattress upon delivery of the replacement, provided the collection address is in the country of purchase, or if agreed, arrange for you to return the Mattress to us.

4.6 Simba will replace a Mattress under this Guarantee a maximum of two times per order/customer. Any subsequent claim sought to be made under this Guarantee will, if accepted by Simba (in accordance with this clause 4), be honoured by way of a refund rather than another replacement. Simba reserves the right to deduct amounts from the value of such refund to account for use made of the product prior to any defect arising, assessed with regard to the time which elapsed between the delivery date of the Mattress and the date of the claim. Simba is the sole arbiter regarding the amount of any such deduction.

4.7 Where a claim is made under this Guarantee, its duration will be paused until either (i) the claim is rejected by Simba or (ii) the claim is accepted, and a replacement Mattress has been delivered by [Simba](#). Upon the occurrence of either of the aforementioned events the duration of the Guarantee shall continue to run from the point at which it was paused until it expires in accordance clause 1.2.

4.8 Simba reserves the right to charge you for any costs associated with delivering or collecting your replacement mattress pursuant to this guarantee where such replacement is delivered more than 5 years after the delivery date of the mattress, subject to any pauses in accordance with clause 4.7.

This guarantee was updated and applies to all Mattresses ordered on or after 12 September 2022.