

## APPENDIX A

### ECOSA GROUP PTY LTD

#### LIMITED WARRANTY AGAINST DEFECTS POLICY

This document sets out the limited warranty against defects policy for certain products provided by Ecosa Group Pty Ltd (ABN 68 604 828 766) (referred to in these terms and conditions as 'Ecosa, 'we', 'us', or 'our'). A person who has purchased a Product will be referred to in this document as 'you' or 'your'.

##### 1. Australian consumer law disclaimer

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

1. to cancel your service contract with us; and
2. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

This warranty is in addition to your rights under the Australian Consumer Law.

##### 1. 15 Year warranty

- a. products covered by this 15 year warranty

The following Products are covered by this 15 year warranty:

1. Ecosa Vital Mattress;
2. Ecosa Mattress; and
3. Ecosa Pure Mattress.
4. what the 15 year warranty covers
  - a. This warranty applies to a Product defined in clause 2.1, for 15 years from the date you purchase that Product and covers parts and labour required to remedy any defects in that Product.
  - b. This warranty only applies to:
    - i. visible indentations in the mattress greater than 20 mm; and
    - ii. splits and/or cracks in the foam material caused by physical flaws in the mattress.

- c. This warranty also applies to the mattress cover of a Product defined in clause 2.1. In respect of the mattress cover, this warranty applies to:
    - i. splits and/or tears caused by physical flaws or manufacturing defects in the fabric material.
  - d. This warranty does not apply to defects which were caused by:
    - i. your failure to use the Product in accordance with the manufacturer's instructions;
    - ii. modification or misuse of the Product;
    - iii. failure to take reasonable care of the relevant Product (eg. mould, dirt, stains, smells or bed bug infestations as a result of poor pillow care);
    - iv. prolonged exposure to cold temperatures;
    - v. lack of maintenance; or
    - vi. fair wear and tear (eg. a reasonable increase in the softness of the mattress);
    - vii. manufacturing defects in the zipper.
  - e. This warranty does not apply to any Product defined in clause 2.1, where:
    - i. it was purchased by a reseller who is not an authorised Ecosa sleep reseller; and
    - ii. it was sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "previously owned", or any other similar wording that indicates the Product has been purchased or used by someone else.
5. How to make a claim under this 15 year warranty
- a. If, within 15 years of the purchase date, you believe that a Product you purchased is faulty, please contact us by using the contact details set out below with full details of the fault (including images, if possible).
  - b. If we determine, in our absolute discretion:
    - i. that the relevant Product is faulty and covered by this warranty, we will provide you with a replacement of the Product at our cost;
    - ii. that the relevant Product is not faulty, or is faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your warranty claim; or

- iii. that the mattress cover is faulty and covered by this warranty, we will provide a replacement of the mattress cover only, you will not be entitled to a full replacement of the Product.

6. expenses relating to replacement

If we form the view that you need to ship us the Product to give effect to the replacement under this warranty document, we will provide you with detailed shipping instructions and cover the cost of shipping.

1. 10 Year warranty

- a. products covered by this 10 year warranty

The Ecosa Topper is covered by this 10 year warranty.

1. what the 10 year warranty covers

- a. This warranty applies to the Ecosa Topper as defined in clause 3.1, for 10 years from the date you purchase the Ecosa Topper and covers parts and labour required to remedy any defects.
- b. This warranty only applies to:
  - i. visible indentations in the Ecosa Topper greater than 19 mm; and
  - ii. Splits and/or cracks in the foam material caused by physical flaws in the Ecosa Topper.
- c. This warranty also applies to the topper cover of the Ecosa Topper. In respect of the topper cover, this warranty applies to:
  - i. splits and/or tears caused by physical flaws or manufacturing defects in the fabric material.
- d. This warranty does not apply to defects which were caused by:
  - i. your failure to use the Ecosa Topper in accordance with the manufacturer's instructions;
  - ii. modification or misuse of the Ecosa Topper;
  - iii. failure to take reasonable care of the Ecosa Topper (eg. mould, dirt, stains, smells or bed bug infestations as a result of poor mattress care);
  - iv. prolonged exposure to cold temperatures;
  - v. lack of maintenance; or
  - vi. fair wear and tear (eg. a reasonable increase in the softness of the mattress);
  - vii. manufacturing defects in the zipper.
- e. This warranty does not apply to an Ecosa Topper where:

- i. it was purchased by a reseller who is not an authorised Ecosa sleep reseller; and
    - ii. it was sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “previously owned”, or any other similar wording that indicates the Ecosa Topper has been purchased or used by someone else.
  2. How to make a claim under this 10 year warranty
    - a. If, within 10 years of the purchase date, you believe that the Ecosa Topper you purchased is faulty, please contact us by using the contact details set out below with full details of the fault (including images, if possible).
    - b. If we determine, in our absolute discretion:
      - i. that the Ecosa Topper is faulty and covered by this warranty, we will provide you with a replacement of the Product at our cost; or
      - ii. that the Ecosa Topper is not faulty, or is faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer’s instructions, or failure to take reasonable care, we will refuse your warranty claim; or
      - iii. that the mattress topper is faulty and covered by this warranty, we will provide a replacement of the mattress topper only, you will not be entitled to a full replacement of the Product.
  3. expenses relating to replacement

If we form the view that you need to ship us the Ecosa Topper to give effect to the replacement under this warranty document, we will provide you with detailed shipping instructions and cover the cost of shipping.

1. 5 year warranty
  - a. products covered by this 5 YEAR warranty

The following Products are covered by this 5 year warranty:

1. Rise Bed Frame;
2. Zen Bed Base;
3. Urban Bedside Table;
4. Capsule Bedside Table;
5. Cot Mattress;
6. Rio Sofa Bed; and
7. Rio Ottoman.
8. what the 5 YEAR warranty covers

- a. This warranty applies to a Product defined in clause 4.1, for 5 years from the date you purchase that Product and covers parts and labour required to remedy any defects in that Product.
  - b. In respect of the Products listed in clause 4.1, except for the Cot Mattress, this warranty applies to severe cracks and breaks caused by poor workmanship or faults in the Product materials.
  - c. This warranty does not apply to defects which were caused by:
    - i. your failure to use the Product in accordance with the manufacturer's instructions;
    - ii. modification or misuse of the Product (e.g. cosmetic modifications such as panting, varnishing or alterations to the wood or any of its fixtures);
    - iii. failure to take reasonable care of the Product (e.g. mould, dirt, stains, smells or bed bug infestations);
    - iv. lack of maintenance; or
    - v. fair wear and tear.
  - d. This warranty does not apply to a Product where:
    - i. it was purchased by a reseller who is not an authorised Ecosa sleep reseller; and
    - ii. it was sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "previously owned", or any other similar wording that indicates the Product has been purchased or used by someone else.
9. how to make a claim under this 5 YEAR warranty
- a. If, within 5 years of the purchase date, you believe that a Product you purchased is faulty, please contact us by using the contact details set out below with full details of the fault (including images, if possible).
  - b. If we determine, in our absolute discretion:
    - i. that the relevant Product is faulty and covered by this warranty, we will provide you with a replacement of the Product at our cost; or
    - ii. that the relevant Product is not faulty, or is faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your warranty claim.
10. expenses relating to replacement

If we form the view that you need to ship to us the Product to effect the replacement under this warranty document, we will provide you with detailed shipping instructions and cover the cost of shipping.

1. 1 Year warranty
  - a. products covered by this 1 year warranty

The following Products are covered by this 1 year warranty:

1. Luxe Quilt;
2. Weighted Blanket; and
3. Water Mattress Protector.
4. what the 1 YEAR warranty covers
  - a. This warranty applies to a Product defined in clause 5.1, for 1 year from the date you purchase that Product and covers parts and labour required to remedy any defects in that Product.
  - b. The warranty only applies to defects that were not caused by:
    - i. your failure to use the Product in accordance with the manufacturer's instructions;
    - ii. modification or misuse of the Product (including cosmetic modifications such as panting, varnishing or alterations to the wood or any of its fixtures);
    - iii. failure to take reasonable care of the Product;
    - iv. lack of maintenance; or
    - v. fair wear and tear.
  - c. This warranty does not apply to a Product where:
    - i. it was purchased by a reseller who is not an authorised Ecosa sleep reseller; and
    - ii. it was sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "previously owned", or any other similar wording that indicates the Product has been purchased or used by someone else.
5. how to make a claim under this 1 YEAR warranty
  - a. If, within 1 year of the purchase date, you believe that a Product you purchased is faulty, please contact us by using the contact details set out below with full details of the fault (including images, if possible).
  - b. If we determine, in our absolute discretion:

- i. that the relevant Product is faulty and covered by this warranty, we will provide you with a replacement of the Product at our cost; or
- ii. that the relevant Product is not faulty, or is faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your warranty claim.

#### 6. expenses relating to replacement

If we form the view that you need to ship to us the Product to effect the replacement under this warranty document, we will provide you with detailed shipping instructions and cover the cost of shipping.

##### 1. 100 day warranty

- a. products covered by this 100 day warranty

The Ecosa Pillow is covered by this 100 day warranty.

##### 1. what the 100 day warranty covers

- a. This warranty applies to the Ecosa Pillow as defined in clause 6.1, for 100 days from the date you purchase the Ecosa Pillow and covers parts and labour required to remedy any defects.
- b. This warranty only applies to defects which were not caused by:
  - i. your failure to use the Ecosa Pillow in accordance with the manufacturer's instructions;
  - ii. modification or misuse of the Ecosa Pillow;
  - iii. failure to take reasonable care of the Ecosa Pillow (eg. mould, dirt, stains, smells or bed bug infestations as a result of poor pillow care);
  - iv. prolonged exposure to cold temperatures;
  - v. lack of maintenance; or
  - vi. fair wear and tear (eg. a reasonable increase in the softness of the pillow).
- c. This warranty does not apply to an Ecosa Pillow where:
  - i. it was purchased by a reseller who is not an authorised Ecosa sleep reseller; and
  - ii. it was sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "previously owned", or any other similar wording that indicates the Ecosa Pillow has been purchased or used by someone else.

##### 2. how to make a claim under this 100 day warranty

- a. If, within 100 days of the purchase date, you believe the Ecosa Pillow you purchased is faulty, please contact us by using the contact details set out below with full details of the fault (including images, if possible).
- b. If we determine, in our absolute discretion:
  - i. that the Ecosa Pillow is faulty and covered by this warranty, we will provide you with a replacement of the Ecosa Pillow at our cost; or
  - ii. that the Ecosa Pillow is not faulty, or is faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your warranty claim.

3. expenses relating to replacement

If we form the view that you need to ship to us the Ecosa Pillow to affect the replacement under this warranty document, we will provide you with detailed shipping instructions and cover the cost of shipping.

1. 45 day warranty

- a. products covered by this 45 day warranty

The following Products are covered by this 45 day warranty:

1. Bamboo Bedding;
2. Silk Pillowcases; and
3. Flax Linen Bedding.

4. what the 45 DAY warranty covers

- a. This warranty applies to a Product defined in clause 7.1, for 45 days from the date you purchase that Product and covers parts and labour required to remedy any defects in that Product.
- b. This warranty only applies to splits and/or tears caused by physical flaws or manufacturing defects in the fabric material.
- c. This warranty does not apply to defects which were caused by:
  - i. your failure to use the Product in accordance with the manufacturer's instructions;
  - ii. modification or misuse of the Product;
  - iii. failure to take reasonable care of the Product (eg. mould, dirt, stains, smells or bed bug infestations as a result of poor bedding or pillow care);
  - iv. lack of maintenance; or
  - v. fair wear and tear.



5. how to make a claim under this 45 day warranty

- a. If, within 45 days of the purchase date, you believe that a Product you purchased is faulty, please contact us by using the contact details set out below with full details of the fault (including images, if possible).
- b. If we determine, in our absolute discretion:
  - i. that the relevant Product is faulty and covered by this warranty, we will provide you with a replacement of the Product at our cost; or
  - ii. that the relevant Product is not faulty, or is faulty due to lack of maintenance, fair wear and tear, misuse, failure to use in accordance with the manufacturer's instructions, or failure to take reasonable care, we will refuse your warranty claim.

6. expenses relating to replacement

If we form the view that you need to ship to us the Product to effect the replacement under this warranty document, we will provide you with detailed shipping instructions and cover the cost of shipping.

1. No other warranties

To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this warranty document, or in written terms and conditions issued by us, are excluded.

1. Liability

To the maximum extent permitted by law, we exclude any liability that may arise as a result of you pursuing a warranty claim in accordance with this warranty document.

1. Jurisdiction

This warranty document is governed by the laws of Victoria, Australia.

1. contact us

To make a claim under this warranty document, please contact us using the details set out below:

Name: Ecosa Group Pty Ltd

Business Address: [insert]

Telephone Number: [insert]

Email: support@ecosa.com.au