

Sleepwell Mattress Nepal: Terms and Conditions

Welcome to Sleepwell Nepal. Our terms and conditions create an agreement between you and us. Hence please read Sleepwell Nepal Terms and Conditions carefully.

Sheela Foam Ltd. (Company) reserves the right to add, delete, alter &/or modify these terms and conditions at any time; Publication on website thereof shall be notice. The Customer is therefore advised to read carefully these terms and conditions each time he or she uses the shopping service(s) of Sheela Foam Ltd. By placing an order the Customer has authorized Sheela Foam Ltd. to pass on the order to the respective Manufacturing Unit (s) / Dealer/ Distributor / vendor / business associate, who are supplying the product, and make sure the product is dispatched /delivered to the given address. The agreement between you, the Customer and Sheela Foam Ltd. shall be subject to the terms and conditions contained herein.

- These terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the shopping services of Sheela Foam Ltd., you / your parent or legal guardian has agreed to be bound by the Terms and Conditions
- The Customer represents that he/she has completed 18 (eighteen) years of age or has the consent of a parent or legal guardian.
- All prices and delivery of products and goods are subject to availability with the company / Vendor /Merchant/ business associate's and the prices / delivery are subject to change without prior notice.
- Product price / discounts / offers may vary from location to location.
- Product (colour, design, size, etc) Picture/photo shown on the site are only indicative, actual product may not resemble with the shown pic / photo. Customer/user will be responsible for choosing the correct size of the mattress. Any query/ request will not be entertained (only limited to) for the refund of money (partially or fully) and/or replacement of product and/or cancellation of order and/or change of product for any reason, in above cases whatsoever.
- Customer/user would be solely responsible for purchasing any product from the site. The decision regarding any request pertaining to the cancellation of order, refund of money (partially or fully) , replacement of product , change of product for any reason will be solely at the discretion of m/s Sheela Foam Ltd. In case of any dispute, company's decision will be binding on all and no further dispute will be entertained.
- In some cases where an National / international credit card has been used the Credit Card Issuing Company levies a transaction charge for any charge / refund issued. The applicable charge is decided by the issuing bank.
- Sheela Foam Ltd. would refund only the amount charged in INR as displayed on the website minus the charges levied by the payment gateway partner or by the card issuing bank

- Sheela Foam Ltd. is not responsible for any charge levied by the credit card Issuing bank for the Indian / foreign transaction or charge or tax levied by the credit card Issuing Bank or Gateway provider.
- Sheela Foam Ltd. reserves its right to withdraw any product or goods at its sole discretion.
- Sheela Foam Ltd. reserves the right to refuse or cancel any order placed for a product that is listed at an incorrect price or has become unavailable or is found to have any defect or otherwise cannot or ought not to be sold for any reason. This shall be regardless of whether the order has been confirmed and/or payment been levied via credit card or any other mode.
- All payments will be accepted by the mode finalised by the Sheela Foam Ltd.
- In a credit card transaction, you must use your own credit card.
- Sheela Foam Ltd. will not be liable for any credit card fraud. The liability to use a card fraudulently will be on the customer and the onus to 'prove otherwise' shall be exclusively on the customer.
- Please allow the minimum time required for processing as specified for the product. Time taken during transit/shipping in case it is delivered by courier is extra to the processing time displayed on the site.
- Delivery shall be made in the course of the day, and the customer agrees to refrain from requesting for deliveries at very early or late hours of the day/Sundays/Public Holidays. Any Delivery in such cases will be solely at the discretion of Sheela Foam Limited.
- All attempts will be made to deliver in a shortest possible time is delivery is committed in written but Sheela Foam Ltd. will not be held liable if the delivery is delayed due to unforeseen conditions.
- Delivery of the ordered products will be attempted only once. In the event of non-delivery due to customer mistake (i.e. wrong name or address) or incomplete information, any extra cost incurred for re-delivery by Sheela Foam Ltd. shall be claimed from the customer placing the order.
- In the event of no one being at home, every genuine effort shall be made for re-delivery. In case of non-delivery, the goods will be returned to manufacturing units / dealers / distributors / vendors / business associates / warehouses, etc. The customer will be informed.
- All Sleepwell products are covered under Manufacturer's Warranty mentioned on each product. There is no Warranty provided in case there is no such mention on the product.
- **Disclaimer:** The product images shown in the website are representative only. For actual Fabric Colour, Pattern, Size and Price, please check with your nearest Sleepwell Authorised store or Call our customer care for more information. In case of online

purchase, please provide us the correct mattress size after measurement. Sheela Foam Ltd will not be held liable for any wrong size ordered online.

- Complaint regarding damaged / defective products or regarding other product quality aspects should be lodged in writing and lodged on our site within seven days after the receipt of the product, giving details of delivery code, location and specifying nature of damage / defect.
- The customer agrees to defend, indemnify and hold Sheela Foam Ltd. and its affiliates harmless from any and all liabilities, costs and expenses, including attorneys' fees, related to any breach of terms of this Agreement by the customer or any person (s) using your account or in connection with the use of the Service or the placement or transmission of any message or information or other materials by you or authorized customers of your account.
- All disputes relating to purchase made online on mysleepwell.com, shall be subject to the jurisdiction of the Courts of Delhi.
- You (The Website User / Customer / Service User) should not rely on the any information or resources contained on the Website, as a replacement or substitute for any professional, financial, legal or other advice or counsel. If you have a situation that requires professional advice, you should consult a qualified specialist. Do not disregard, avoid or delay obtaining professional advice from a qualified specialist because of information or resources that are provided on this Website, however provided.
- Each User hereby acknowledges and agrees that Sheela Foam Limited is not a party to any oral or written agreement for service, or any contract entered into between Website Users in connection with any Service offered, directly or indirectly, through the Website. Each Website User acknowledges, agrees and understands that Sheela Foam Limited only seeks to provide a platform wherein the Service User and Service Professional (Saathi) can be brought together and Sheela Foam Limited itself has no role in the execution or provision of Services.
- No agency, partnership, joint venture, or employment is created as a result of the Terms of Use or your use of any part of the Website, including without limitation, the Agreement for Service. You do not have any authority whatsoever to bind Sheela Foam Limited in any respect. All Service Professionals (Saathis) are independent contractors. Neither Sheela foam Limited nor any users of the Website may direct or control the day-to-day activities of the other, or create or assume any obligation on behalf of the other.
- You should take reasonable precautions and make whatever investigation or inquiries you deem necessary or appropriate before proceeding with any online or offline transaction with any third party, including without limitation, service professionals(Saathis).

- You understand that deciding whether to use the Services of a Service Professional or use information contained in any Submitted Content, including, without limitation, Postings, Offers, Wants and/or Feedback, is your personal decision for which you alone are responsible. You understand that Sheela Foam Limited does not warrant and cannot make representations as to the suitability of any individual you may decide to interact with on or through the Website and/or the accuracy or suitability of any advice, information, or recommendations made by any individual. While Sheela Foam Limited may attempt to seek information about the background of a Service Professional (Saathi), you also understand that any so called background check undertaken by Sheela Foam Limited is not exhaustive to the extent to determine previous criminal antecedents and hence, at the end of the day, the Service User should take an informed decision on his/her own accord and keep in mind the fact that
- Not with standing the foregoing, you agree that since Sheela Foam Limited only seeks to provide a platform wherein the service user and service professional can be brought together and Sheela Foam Limited itself has not role in the execution or provision of services itself, Sheela Foam Limited shall not be responsible or liable for any loss or damage of any sort whatsoever incurred as the result of any such transaction or dealings. If there is a dispute between users of the website, and any third party, you acknowledge and agree that Sheela foam limited is under no obligation to become involved. In the event that a dispute arises between you any third party, you hereby release Sheela Foam Limited, its officers, managers, members, directors, employees, attorneys, agents, and successors in rights from any claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, foreseeable or unforeseeable, disclosed or undisclosed, arising out of or in any way related to such disputes and/or the website or any service provided thereunder.
- All purchases are subject to visit at stores only on visiting by you as a customers.
- You hereby authorize to send notifications on SMS/messages/Promotional/Informational messages.
- All products displayed in this website are indicative only. The actual color, size, appearance, price discount if any, can be seen and discussed at our stores in Nepal.
- For any warranty-related claims, please refer to the warranty policy for the applicable terms and conditions
- Sheela Foam Ltd. reserves the right to extend, withdraw, cancel, modify, or discontinue this offer at its sole discretion, including eligibility criteria and terms, due to business needs, regulatory changes, or unforeseen circumstances. Any such changes will be final and binding on customers during the offer period