



## 420BED 105-DAY TRIAL

Thank you for purchasing your new 420bed mattress! We are certain you will be happy with your purchase. However, in the event you are not completely satisfied with your 420bed mattress for any reason, you may return it to us for a full refund or an exchange.

### AGREEMENT

This 420bed 105-Day Trial establishes a legally binding agreement (the “Agreement”) made between you (“you” or “your”) and 420 Industries LLC D/B/A 420bed (“420bed,” “we,” “us,” or “our”) concerning your trial, or probationary, use of our 420bed mattress. This Agreement shall take effect immediately upon the delivery of your 420bed mattress to the address you designate in your account (the “Effective Date”). By accepting this Agreement, you agree to be legally bound by its provisions as well as by the provisions set forth in our Terms and Conditions and Limited Lifetime Mattress Warranty, each of which can be found on our website. You also warrant and represent that you are lawfully able to enter in to this Agreement.

### OUR TRIAL OFFER

Subject to the terms of this Agreement, we agree to extend to you a trial of our 420bed mattress for a period of one hundred five (105) days from the Effective Date (the “105-Day Trial”). All shipping fees associated with the delivery or return of your 420bed mattress will be paid by us, unless otherwise stated herein. If you are not completely satisfied with your 420bed mattress for any reason, you may return it to us for a full refund or an exchange on or before the expiration of the 105-Day Trial.

### YOUR RESPONSIBILITIES

Upon acceptance of this Agreement, you acknowledge and agree that, during the duration of this 105-Day Trial, you must comply with the following terms:

- You acknowledge and agree to provide proper care and maintenance to the 420bed mattress. This shall include, but is not limited to, keeping the mattress clean and void of physical damage and ensuring that the mattress is placed on an appropriate foundation or base at all times while in your possession.
- You acknowledge and agree that securing an appropriate foundation or base for the 420bed mattress is solely your responsibility and that such foundation or base is not included in this

105-Day Trial. You also acknowledge and agree that the use of an inappropriate foundation or base may cause damage to the mattress which would make it non-returnable.

- You acknowledge and agree that keeping the 420bed mattress clean and void of physical damage including, but not limited to, stains, odors, burns, cuts, tears, liquids damage, and/or internal or external materials breakdown, is solely your responsibility. It is strongly suggested that you purchase a waterproof mattress cover to use during this 105-Day Trial.
- Upon acceptance of delivery of the 420bed mattress, you acknowledge and agree that you may not return it before thirty (30) days from the Effective Date.
- Upon acceptance of this Agreement, you agree to establish an account with us and provide us with valid and updated contact and credit card information. You acknowledge and agree that you are solely responsible for the information provided in your account and that any misleading or fraudulent information may result in us terminating this Agreement and your 105-Day Trial. We reserve the right to take any other actions and pursue any legal rights available to us.
- You acknowledge and agree that you are solely responsible for initiating a return of the 420bed mattress on or before the expiration date of this 105-Day Trial. If you choose to keep the 420bed mattress or if you fail to initiate its return prior to the expiration date, you acknowledge and agree that you will be charged for the balance owed for the mattress.
- When returning the 420bed mattress, you acknowledge and agree that it must meet the requirements outlined in this Agreement.
- You acknowledge and agree that, during the duration of this 105-Day Trial, you will only use the 420bed mattress for normal, in-home consumer use and not for any other purpose.

## PAYMENT

Upon acceptance of this Agreement, you will be required to provide us with valid and updated contact and credit card information, and you consent to being charged for the entire balance owed for the 420bed mattress. You acknowledge and agree that you have read and accepted our Terms and Conditions, which governs our payment policy, and agree to be legally bound by such terms.

## RETURNS

All returns must be initiated within one hundred five (105) days, but no sooner than thirty (30) days, of the purchase date. All returns must be accompanied with proof of purchase. To return your 420bed mattress, it must be void of any physical damage including, but not limited to, stains, odors, burns, cuts, tears, liquids damage, and/or internal or external materials breakdown not caused by a manufacturing or materials defect.

Returns can only be made by the original purchaser of the 420bed mattress. We will not accept returns for any product that has been sold as "used," "previously owned," "reconditioned," or described using

any verbiage that would indicate the mattress was not new at the time of purchase, even if the mattress was resold during the term this 105- Day Trial.

We do not accept returns for any 420bed mattress that was sold by an unauthorized vendor or retailer of 420 Industries LLC D/B/A 420bed. Any purchase from such an unauthorized vendor or retailer shall immediately and expressly void your option to return your 420bed mattress.

## RETURN PROCESS

To return your 420bed mattress, you must email us at [info@420bed.com](mailto:info@420bed.com).

Once a return has been initiated, we will coordinate a time with you to pick up or inspect your 420bed mattress. If we agree that the mattress is in a condition that meets the requirements described above, we will accept the return and complete the return process.

## EXCHANGES AND REFUNDS

Upon acceptance of the return, you have the option to receive a full refund or an exchange. Please allow us fourteen (14) days from the receipt of your return to process your refund or exchange.

If you choose to exchange your returned 420bed mattress for a different 420bed mattress, you may be required to pay the difference in price if the exchanged mattress exceeds the original cost of the returned mattress. This determination shall be made at our sole discretion.

## EXCEPTIONS

If you are returning your 420bed mattress due to defects, please refer to our Limited Lifetime Mattress Warranty

## DISCLAIMER

WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CUSTOMER DATA OR INFORMATION POSTED BY YOU DURING THE ESTABLISHMENT OF YOUR ACCOUNT WITH US; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE 420BED MATTRESS; OR (3) ANY INTERRUPTION OR TERMINATION OF THE 105-DAY TRIAL CONTEMPLATED IN THIS AGREEMENT.

## QUESTIONS OR CONCERNS

If you have any questions or concerns regarding your 420bed mattress, this 105-Day Trial, or this Agreement, please contact us at [info@420bed.com](mailto:info@420bed.com).