About our warranty

GUARANTEE AND EXTENDED WARRANTY TERMS

1 SCOPE OF GUARANTEE AND EXTENDED WARRANTY AND ELIGIBILITY

1.1 In this guarantee and extended warranty "you" and your" means the customer who has bought a Mattress manufactured by us. Reference to "us", "we" and "our" are references to Nicheli UK Limited (company number 4662247). We also trade as Nicheli UK Limited.

1.2 This guarantee and extended warranty relates to the cost of repairing or replacing your mattress, bed or any part of your mattress or bed manufactured by us. Any item covered by this guarantee and extended warranty is referred to throughout the rest of this document simply as a "Mattress".

1.3 This guarantee and extended warranty do not apply to Mattress which are:

(a) second hand;

(b) sold as "seconds" or otherwise discounted on the grounds they do not comply with their intended manufacturing specification; or

(c) more than 30 months past their date of manufacture on the date they are purchased.

1.4 If you are considering purchasing one of our Mattresses and you are reading this document prior to making a purchase, the retailer from whom you intend to purchase your Mattress should be able to advise you whether the Mattress falls into any of the categories above before you complete your purchase. However, we regret we cannot take responsibility for incorrect information provided by retailers.

1.5 Each Mattress manufactured by us has a unique batch number which is required to be provided at the point of registration for this guarantee and extended warranty on our website.

To be eligible for the guarantee and extended warranty, you must register your Mattress with us within 14 days of the date of purchase.

2 GUARANTEE AND EXTENDED WARRANTY PERIODS AND TERMS

2.1 Your guarantee and extended warranty periods are defined as follows:

(a) Mattresses under the Nicheli UK Ltd Ice Cloud brand (excluding any items listed below) – 1 year guarantee and 5 year extended warranty

(b) Pillows sold under the Nicheli UK Ltd Ice Cloud brand (excluding any items listed below) – 1 year guarantee and 1 year extended warranty

(c) Chameleon and Clearance Mattresses – 1 year guarantee only.

(d) Any shop floor model sold under the Nicheli UK Ltd Ice Cloud brands – 1 year guarantee and 3 year extended warranty.

2.2 Your guarantee period runs from the proven date of purchase of your Mattress.

2.3 Your extended warranty period runs from the day after the guarantee expires.

2.4 You will need to keep your receipt as proof of the date of purchase of your Mattress as this will need to be seen in the event of a claim under the terms of this guarantee and extended warranty.

2.5 If a manufacturing defect occurs during the guarantee period, provided your Mattress is eligible and you have registered your Mattress within the time limit as required above, we

will repair or replace your Mattress (or the damaged part thereof), subject to the terms of making a claim, with no cost to yourself other than those detailed in section 3 if applicable.

2.6 If a manufacturing defect occurs after the guarantee period has ended but before the extended warranty period has ended, provided your Mattress is eligible and you have registered your Mattress within the time limit as required above, we will repair or replace your Mattress (or the damaged part thereof), subject to the terms of making a claim and subject to you paying a pro-rata usage charge based on the period of time since the extended warranty started and its current repair or replacement cost. The contribution you will be required to make will be as follows:

Products with a 5 year extended warranty

Time since Extended Warranty Started	Your contribution to the repair/ replacement cost	Our contribution to the repair/ replacement cost
0 to 1 year	50%	50%
1 to 2 years	60%	40%
2 to 3 years	70%	30%
3 to 4 years	80%	20%
4 to 5 years	90%	10%

Products with a 3 year extended warranty

Time since Extended Warranty Started	Your contribution to the repair/ replacement cost	Our contribution to the repair/ replacement cost
0 to 1 year	50%	50%
1 to 2 years	70%	30%
2 to 3 years	80%	20%

Products with a 1 year extended warranty

Time since Extended Warranty Started	Your contribution to the repair/ replacement cost	Our contribution to the repair/ replacement cost
0 to 1 year	80%	20%

2.7 Claims in respect of cosmetic damage to your Mattress, such as stains or marks are not covered by either the guarantee or the extended warranty and should be referred to your retailer, or if you purchased the Mattress from us, dealt with under our standard terms and conditions of sale.

3 HOW TO MAKE A CLAIM

3.1 If you have a problem with your Mattress during the guarantee, your first point of contact should be with the retailer from whom you purchased the Mattress.

3.2 If you have a problem with your Mattress during the extended warranty period, if you wish to claim under this extended warranty, please contact us giving full details of the defect, your name, address and proof of the date you purchased the Bed (by sending us a copy of your receipt).

We may also require you to provide photos of the Mattress and details of the relevant defect so we can make an initial assessment of your claim.

Claims can be made:

(a) by email sent to: sales@nicheli.com

(b) by letter sent to Nicheli UK Ltd. Warranty Claims, Nicheli UK Limited, 45/49 Victoria Road, Darlington, Co. Durham, DL1 5SF.

3.3 In certain circumstances, we may consider further investigation is necessary in order to assess the validity of your claim before processing it. If we consider this to be necessary, we will inform you and you will be required to pay a call out fee of £60+VAT but this is subject to change and the price will be confirmed in advance, prior to the engineer's visit. If the engineer determines (acting reasonably) the guarantee or extended warranty claim is valid, the cost of the call out fee will be refunded to you in full.

3.4 If you have paid for an engineer to visit and he determines your Mattress is eligible for repair or replacement under the terms of this guarantee or extended warranty, we either arrange to repair your Bed on location or will collect your Mattress from you and return the repaired or replacement Bed. Provided you live in the mainland United Kingdom, we will collect and return the Bed to you free of charge.

3.5 In the event from the information provided by you, we have not been able to determine there is a guarantee or extended warranty claim and you have opted not to pay for an inspection visit to assess your claim, you must return your Bed to us for inspection and assessment at your own cost and:

(a) If we determine your Mattress is eligible for repair or replacement, we will repair or replace it and (if you live in the mainland United Kingdom) return it to you free of charge; or

(b) If we determine (acting reasonably) the Mattress is not eligible for repair or replacement under the terms of this guarantee or extended warranty, we shall inform you and you will be able to dispose at your own cost. If you do not wish to have it returned, we reserve the right to charge you for the cost of disposing of the Bed. As of January 2024, the charge for disposal is £35+VAT but this may change in future, and you will be charged the rate prevailing at the time you send your Bed to us.

3.6 You must book in the delivery with us prior to sending it for inspection and obtain a returns number from us. If the Bed is not booked in, we will turn it away and the carrier will not be unloaded. We reserve the right to charge the disposal cost at the time you book your return. We will refund this charge if your Bed is eligible for repair, or if you collect following the inspection.

3.7 Whether your Bed is repaired or replaced will be at our sole discretion.

3.8 After an inspection, we will give you the option of proceeding with the claim. If you wish to do so, you will be required to make your contribution to the cost of the repair or replacement in accordance with the terms detailed above, before the repair or replacement commences.

3.9 If you live outside mainland United Kingdom, you may be required to pay a charge for the collection of your old or damaged Bed and for the delivery of your repaired or replacement Bed. We will inform you of the applicable charge at the time you make your claim.

4 EXCLUSIONS

4.1 We reserve the right to refuse to replace or repair your Mattress:

4.1.1 where the defect is due to causes other than faulty materials or workmanship; or

4.1.2 where it is soiled or in an unsanitary condition; or

4.1.3 where the defect is due to the mattress being used on an unsuitable base. Slatted bases should have gaps with no more than 70mm apart; or

4.1.4 where modifications have been made to the bed; or

4.1.5 where the Mattress has been moved from the house which it was first delivered following purchase by unsuitable methods; or

4.1.6 where the Mattress is in condition which is worse than it would have been in if it had been used just for sleep on; or

4.1.7 where the Mattress has not followed the guidelines of being turned and rotated weekly for the first four months and monthly thereafter.

4.2 We regret when repairing or replacing your Mattress under this guarantee and extended warranty we must reserve the right to use alternative specifications or materials which may not match other items in a set.

5 GENERAL PROVISIONS

5.1 This warranty applies to you and may not be transferred.

5.2 This warranty will be governed by English law.

NOTHING IN THIS WARRANTY AFFECTS YOUR STATUTORY RIGHTS

YOU CAN OBTAIN INFORMATION ON YOUR STATUTORY RIGHTS FROM A LOCAL CITIZENS ADVICE BUREAU

Thank you.

INDUSTRY PARTNERS & ACCREDITATIONS