

## **Foundations, Foundations with Legs, Bunkie Boards, Metal Bed Frames: 10-Year Limited Warranty**

Beginning on the date of purchase, your new Avocado Foundation (the “Foundation”), Foundation with Legs, Bunkie Board, or Metal Bed Frame are covered by a 10-year limited warranty (the “Foundation and Metal Bed Frame Warranty”). This Avocado Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame Warranty extends to the original purchaser from Avocado Mattress, LLC (“Avocado Mattress”) or an authorized reseller. The “original purchaser” for the purposes of this Avocado Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame Warranty is the first purchaser of the Foundation from Avocado Mattress or an authorized reseller. This Warranty is not transferable and applies only to a Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame purchased from Avocado Mattress or authorized resellers by the original purchaser. Avocado Mattress warrants the Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame against the defects in material and workmanship for a period of 10 years from the time your Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame is purchased by you and is used normally for its intended purposes.

### **Your Responsibilities**

In the event of a defect, Avocado Mattress’ sole and exclusive liability and your sole remedy under this Avocado Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame Warranty will be, at Avocado Mattress’ option, to provide a replacement, subject to your fulfillment of the requirements set forth below. To benefit from this Warranty, you must supply Avocado Mattress with proof of the original date of purchase.

### **Foundation Warranty Does Not Cover**

- Normal wear and tear as a result of intended use.
- Comfort preference.
- The natural character of reclaimed wood includes smoothed nail holes, natural patina, fine cracks, and other weathering.
- Physical abuse or damage to the Foundation, Foundation with Legs, or Bunkie Board, including but not limited to burns, nicks, cuts, tears, liquid damage, or stains, provided that the defect is caused by such abuse or damage.

### **Metal Bed Frame Warranty Does Not Cover**

- Comfort preference.
- The natural character of the frame includes any weathering.
- Physical abuse or damage to the Metal Frame, including but not limited to burns, nicks, scratches, tears, liquid damage, or stains, provided that the defect is caused by such abuse or damage.

### **Making a Claim**

To file a claim under this warranty, please submit a request to [support@avocadomattress.com](mailto:support@avocadomattress.com). Evidence of a defect and proof of purchase must be included. The address for returns will vary depending on the Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame will be provided to you once Avocado Mattress has reviewed your submission and determines that there is, in fact, a defect covered by this Foundation Warranty. In the event of a defect, Avocado Mattress will ship a replacement to you upon proof that the product is defective. Replaced Foundations are subject to the same Foundation Warranty as the original. For example, if you obtain a replacement that is the same style and price as the original, then the Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame Warranty term of the replaced Foundation and/or Metal Bed Frame begins from the date of purchase of the original. The serviceable area for all Avocado Mattress, LLC products is addressed within the 50 states of the United States only, including Alaska and Hawaii. If your Avocado Mattress, LLC product is located outside the USA, you are responsible for any costs associated with pick-up and return.

### **Disclaimer: Limitations on Liability**

To the extent permissible by applicable law, the Avocado Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame is provided “as is,” and this Foundation & Metal Bed Frame Warranty and any implied warranties are your exclusive warranties and replace all other warranties or conditions, express or implied. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. You may also have other rights that vary from state to state and jurisdiction to jurisdiction. To the maximum extent permitted by applicable law and except as set forth in this Avocado Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame Warranty, in no event will Avocado Mattress or its suppliers be liable for procurement of substitute products or other special, incidental, consequential, or indirect damages arising out of or related to the Foundation or its use by you or any third party, whether under the theory of contract, tort (including negligence), indemnity, product liability, or otherwise. This limitation will apply even if Avocado Mattress has been advised of such damages and notwithstanding the failure of the essential purpose of any limited remedy. Avocado Mattress’ total liability will not exceed the purchase price paid for the Foundation, giving rise to such liability. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

### **Arbitration**

If a dispute arises between you and Avocado Mattress arising out of or relating to this Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame Warranty, that dispute will be resolved in accordance with the general dispute resolution provisions of the Avocado Mattress terms of service. The arbitration conducted pursuant to this provision will be deemed final and binding and will not be subject to appeal absent extraordinary circumstances. You must seek arbitration for disputes arising out of this Foundation, Foundation with Legs, Bunkie Board, or Metal Bed Frame Warranty before exercising any rights or seeking any remedies created by *Title I of the Magnuson Moss Warranty Act* or any

state law relating to consumer product warranties. As in all other dispute situations under the Avocado Mattress terms of service, an arbitration concerning a dispute arising from or relating to the Foundation Warranty will not be combined with any other proceeding or arbitration against one of the parties. In addition, to the maximum extent permitted by applicable law, you will only be permitted to assert your own claim and may not appear as a representative of the interests of any other person, entity, or class of consumers (including a private attorney general or otherwise). Some states do not allow the exclusion or limitation of incidental or consequential damages in connection with the sale of consumer products, so the above limitation or exclusion of incidental or consequential damages may not apply to you.

### **Governing Law**

The laws of the State of New Jersey will govern this limited warranty.

### **Warrantor**

Avocado Mattress, LLC, 12 Hudson Place, Suite 100, Hoboken, NJ 07030.

[support@avocadomattress.com](mailto:support@avocadomattress.com)