

# BEDGEAR 10 YEAR LIMITED WARRANTY

Your new BEDGEAR mattress is covered by a 10 year limited warranty. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state. If you purchased a BEDGEAR mattresses with one of our authorized retail partners, please contact the retailer directly with any questions about your warranty claim. If you purchased a BEDGEAR mattress on BEDGEAR.com please contact us at the email address or phone number at the bottom of this warranty.

## A. Products Covered By This Limited Warranty

This limited warranty extends to mattresses manufactured by BEDGEAR LLC (“**BEDGEAR**”) and purchased directly from BEDGEAR or BEDGEAR’s authorized retailers (the “**Mattress**”). Some parts of this limited warranty also extend to covers, coil packs and comfort layers (“**Components**”) sold with the Mattress.

## B. Who This Warranty Extends To

This limited warranty extends to the original purchaser of any Mattress. All BEDGEAR warranties, including any implied warranties, are valid only for the period of time the Mattress is owned by the original purchaser of the Mattress. The “original purchaser,” for the purposes of this warranty, is the first purchaser of the Mattress from BEDGEAR or a BEDGEAR authorized retailer. **PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE. All BEDGEAR limited warranties are non-transferable.**

## C. BEDGEAR's Limited Warranty Description

BEDGEAR warrants the Mattress, sold to you in its original packaging, against the defects in material and workmanship set forth below (“**Defects**”) for a period of 10 years from the time your Mattress is purchased by you, when the Mattress is used normally for its intended purposes. The Mattress is designed to work on a firm, solid surface, on a bed base that is structurally capable of supporting the weight of the Mattress and user(s), including adjustable bases.

## D. What This Limited Warranty Covers

This limited warranty applies to the following Defects:

- Deterioration causing the Mattress to have a visible indentation greater than one (1) inch that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a Mattress be continuously supported by a foundation or adjustable bed base of the same size with a proper bed frame sufficient to support the combined weight of the Mattress and foundation. King size mattresses must have additional center support.
- Any physical flaw in the Mattress or Components that causes the foam material to split or crack, despite normal usage and proper handling.
- Any manufacturing defect in the assembly of the Mattress or Components.
- Zippered mattress covers are warranted for ten years after the purchase date from manufacturing defects and workmanship, flaws of the zipper or seams, and tearing of the fabric under normal use. Covers with a zipper located on the side of the mattress can be removed for cleaning, see label for cleaning suggestions.

## E. What This Limited Warranty Does Not Cover

This limited warranty does not cover the following:

- A normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the Mattress.
- Comfort preference beyond the 100-day risk-free trial period.
- Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains; provided, that the Defect is caused by such abuse or damage.
- Replacement of any non-defective Components in the BEDGEAR sleep system (for example, if you purchase a mattress with multiple Components and only one Component is defective, then we will only replace the defective Component).
- Any mattress (whether manufactured by BEDGEAR or not) sold by resellers who are not authorized retailers of BEDGEAR.
- Mattress sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the Mattress is not “new” or of “first quality”, or has previously been purchased or used by another consumer.

In the event of a Defect, BEDGEAR’s sole and exclusive liability and your sole remedy under this limited warranty will be, at BEDGEAR’s option, to provide a repaired or replacement Mattress or Component, subject to your fulfillment of “Your Responsibilities” below. Replacement Components may be provided in a color different from the Component you originally purchased. BEDGEAR reserves the right to refuse service and invalidate the warranty when the Mattress, even if defective, is in an unsanitary condition (due to blood or bodily fluid stains or soiling, infestation or other abuse), when the Mattress has evidence of damage from liquid penetration, cleaning or the use of cleaning fluids, or whenever the product failure is caused by factors other than defective workmanship or materials.

## F. Product Replacement Terms

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Mattress or Component to BEDGEAR and provide BEDGEAR with proof of the original date of purchase. You will not be responsible for shipping and transportation costs associated with replacing or repairing a Mattress or Component. Mattress and Components must be sent to the address set

forth at the end of this limited warranty.

If you wish to replace your Mattress with a more expensive Mattress (an "Upgrade Mattress"), then please e-mail BEDGEAR at the e-mail address set forth at the end of this limited Mattress Warranty. You will be required to pay the difference between the original purchase price of the Mattress and that of the Upgrade Mattress, plus the cost of any related additional system pieces necessary for such Upgrade Mattress.

BEDGEAR will repair or replace (as applicable) and ship your Mattress, Component, or Upgrade Mattress back to you within 90 days of receiving your original Mattress.

Replaced or repaired Mattress that is not an Upgrade Mattress is subject to the same limited warranty as the original Mattress. For example, if you obtain a replaced or repaired Mattress that is the same style and price as the original Mattress, then the warranty term of the replaced or repaired Mattress begins from the date of purchase of the original Mattress. If you purchase an Upgrade Mattress, then you obtain a new limited warranty, and the warranty term will begin upon the purchase of the Upgrade Mattress.

## G. Disclaimer, Limitation on Liability

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ANY AND ALL IMPLIED WARRANTIES SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION 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 LIMITED WARRANTY, IN NO EVENT WILL BEDGEAR OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE MATTRESS OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF BEDGEAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BEDGEAR'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE MATTRESS GIVING RISE TO SUCH LIABILITY.**

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## G. Arbitration

In the event a dispute arises between you and BEDGEAR arising out of this Limited Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with

the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”). More information about the AAA is located at [www.adr.org](http://www.adr.org), or you can call the AAA at [1-800-778-7879](tel:1-800-778-7879).

You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act. If you choose to pursue any rights and remedies that are not created by Title I of the Magnuson Moss Warranty Act, then arbitration is not required.

Arbitration will take place in New York, New York.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. Each party will designate one arbitrator and the two designated arbitrators will select a third arbitrator, who will serve as the chair of the arbitration panel. If the two arbitrators cannot agree on the third arbitrator, then the AAA will appoint the third arbitrator. Barring extraordinary circumstances, the arbitrators will issue their decision within 120 days from the date the third arbitrator is selected by the two designated arbitrators or appointed by the AAA. The arbitrators may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrators’ award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators’ award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

## H. Governing Law

This limited warranty will be governed by the laws of the State of New York, without giving effect to its conflict of laws rules.

## I. Warrantor

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