FASHION BED GROUP.

a **Leggett & Platt** « COMPANY

ONE-YEAR LIMITED WARRANTY UPHOLSTERED HEADBOARDS, FOOTBOARDS, OR DAYBEDS

Fashion Bed Group® ("FBG") 6755 W. 65th Street, Bedford Park, IL 60638

A Note on Product Care – To prevent overall soil, frequent vacuuming or light brushing to remove dust and grime is recommended. Use a professional furniture cleaning service when an overall soiled condition exists.

- 1. This FBG upholstered bed, headboard, footboard, or daybed is warranted to the original purchaser to be free of defects in workmanship or material for a period of one (1) year from the date of purchase from an authorized retailer. During this warranty period, FBG will, at its option, repair or replace any such defective component without charge except for transportation, shipping, and handling costs.
- 2. This warranty does not cover the mattress, springs, frame, or any other accessories or parts of the FBG product. Nor does the warranty cover any damage or loss related to (I) improper use, care, assembly, or service; (II) transportation, shipping, or handling; (III) institutional or commercial use; or (IV) negligence, alteration, or unauthorized repair; (V) improper cleaning; (VI) acts of God; or (VII) acts or omissions of any person or entity other than FBG. The warranty does not extend to any person other than the original retail purchaser, and may not be assigned to or transferred to another.
- 3. To take advantage of this warranty you must promptly (I) return the warranted component (along with the purchase receipt) for inspection to the retail seller where the FBG product was originally purchased, or (II) send written notice (along with original purchase receipt and copy of warranty) to the FBG Warranty Department. The notice must describe the product. FBG

will then send written authorization to ship the component, prepaid, to the company within 90 days of such authorization. If claim is determined valid, FBG will exercise its option to either (I) repair the defective component, or (II) replace the product.

- 4. ANY CLAIM UNDER THIS WARRANTY MUST BE MADE BEFORE THE ORIGINAL WARRANTY PERIOD EXPIRES. Any replacement item is covered by this limited warranty until the original warranty period expires.
- 5. OTHER THAN THE EXPRESS WARRANTY STATED HEREIN AND ANY IMPLIED WARRANTIES IF REQUIRED BY LAW, FBG MAKES NO WARRANTIES OF ANY KIND. TO THE EXTENT PERMITTED BY LAW, FBG MISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, THAT TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW DISCLAIMER OF ANY PARTICULAR IMPLIED WARRANTY, SUCH WARRANTY IS LIMITED IN DURATION AND OTHERWISE TO THE EXPRESS WARRANTY SET FORTH HEREIN AND IS SUBJECT TO THE SAME LIMITATIONS HEREIN. IN NO EVENT SHALL FBG BE LIABLE FOR (A) SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR (B) DAMAGES IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE). This warranty is exclusive and in lieu of all other express warranties, oral or written. No employee or agent of FBG nor any other person has the authority to modify this warranty.
- 6. Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states and provinces do not allow the exclusion or limitation of special, incidental, or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by state or by province. This warranty does not apply to sales outside the United States and Canada.
- 7. For residents of Canada: This warranty is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement. You confirm your request that this warranty and all documents related directly or indirectly thereto be drafted in the English language. Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.