

Limited Pillow Warranty

- ☐ Your New Polysleep Pillow Is Covered By A (3) Year Limited Warranty (The "Limited Pillow Warranty").

This Limited Pillow Warranty extends only to the original purchasing consumer of any Polysleep Pillow(s). The “original purchasing consumer” for the purposes of this Limited Pillow Warranty is the first purchaser of the pillow from Polysleep Inc. (“Polysleep”) or one of its authorized dealers in Canada. You must provide a copy of your original receipt as proof of purchase or any other proof of date, place of purchase and purchase price. This Limited Pillow Warranty is not transferable. Polysleep warrants the pillow(s) in its original packaging sold to you against the defects in material and workmanship set forth below (“Defects”) for a period of Three (3) years from the date of purchase of your pillow(s), as long as the pillow(s) is used normally for its intended purposes. For Three (3) years from the original date of purchase of your Polysleep pillow(s), if your pillow(s) has a defect covered under this Limited Pillow Warranty, we will offer a one-time replacement or repair. This includes all parts of the pillow(s). There is no fee required or deductible applicable.

If the warranty claim happens during your thirty (30) night trial period (from the date of purchase of your pillow(s)), the trial period will be paused during shipment of the replacement pillow and the trial period will resume upon delivery of the replacement Polysleep pillow(s).

- ☐ This Limited Pillow Warranty Covers The Following:
 1. Any physical flaw in the Polysleep pillow(s) that causes the foam material to split or crack, despite normal usage and proper handling.
 2. Any defect or flaw in the zipper assembly of the pillow(s) cover.
Polysleep may decide to repair or replace the cover provided with the pillow(s) at its sole discretion.
- ☐ This Limited Pillow Warranty Does Not Cover The Following:
 1. A normal increase in softness of the Polysleep foam material which does not affect the “advertised properties” of the Polysleep Pillow(s)
 2. Your personal comfort preference and/or pillow(s) height preference.

3. 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.
4. Damage caused by transportation or manipulation after initial delivery.
5. Transportation and inspection costs.
6. Any pillow(s) sold by resellers who are not Polysleep authorized retailers.
7. Pillow(s) sold “as-is” or any other similar wording indicating that the pillow(s) is not “new” or sold as “floor sample” or have previously been purchased from or used by second hand parties.
8. Damage caused to the foam cores while removing of the pillow(s) cover.
9. Cleaning of the pillow(s) cover other than following the specified instructions to that effect.

In the event of a defect, Polysleep’s sole and exclusive liability and your sole remedy under this Limited Pillow Warranty will be, at Polysleep’s discretion, to provide a repaired or replacement pillow(s), subject to your fulfillment of “Your Responsibilities” below.

Except for the terms provided above, Polysleep will not charge the purchaser to repair or replace (at Polysleep’s discretion) a purchaser’s pillow if it is deemed defective during the length of this Limited Pillow Warranty. Any transportation costs associated with repairs or replacements are purchaser’s responsibility. The replacement product shall be covered by the original Limited Pillow Warranty from the date of the original purchase. Any warranty claim is only applicable within the country of original delivery.

- ☐ Your Responsibilities As A Polysleep Pillow Owner

If you observe a defect, contact Polysleep at the telephone number indicated at the end of this Limited Pillow Warranty. You must, within the duration of this Limited Pillow Warranty, provide the proof of purchase (including date and purchase) and be the original purchasing consumer. Evidence of the defect (pictures are required) and any claims must be sent to the address indicated at the end of this Limited Pillow Warranty. Polysleep has the right to verify your claim by sending an expert foam representative to inspect the pillow(s) at your residence. To obtain the benefit of this Limited Pillow Warranty, you must

return your pillow(s) or pillow(s) cover to Poly Sleep within the duration of this Limited Pillow Warranty.

- ☐ Exchange Policy

During the one thirty (30) Night Trial, if a purchaser elects to change the Polysleep pillow(s) for a different size, he may do so one time by paying the difference between the cost of the original product and the cost of the product being replaced if applicable. In the event of such an exchange, a new warranty will be issued for the exchanged pillow for the remaining term of this Limited Pillow Warranty of the original pillow and such replaced pillow is subject to the same Limited Pillow Warranty as the original pillow(s).

- ☐ Disclaimer, Limitation On Liability

To the extent permissible by applicable law, the pillow is provided “as is” and this 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.

- ☐ Governing Law

This limited Pillow Warranty will be governed by the laws of the Province of Quebec.

- ☐ Warrantor

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