

The Baby Mattress Warranty

- LIMITED MATTRESS WARRANTY

YOUR NEW MATTRESS IS COVERED BY A FIVE (5) YEAR LIMITED WARRANTY (THE “LIMITED MATTRESS WARRANTY”). This Limited Mattress Warranty extends only to the original purchasing consumer of any mattress. The “original purchasing consumer” for the purposes of this Limited Mattress Warranty is the first purchaser of the mattress.

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 Mattress Warranty is not transferable. Warrants the mattress in its original packaging sold to you against the defects in material and workmanship set forth below (“Defects”) for a period of FIVE (5) years from the date of purchase of your mattress, as long as the mattress is used normally for its intended purposes and on a bed base that is structurally capable of supporting the weight of the mattress and user(s). There can be a tolerance of up to ± 2 centimetres (0.8 in) in quoted measurements and the size of the mattress itself. For FIVE (5) years from the original date of purchase if your mattress has a defect covered under this Limited Mattress Warranty, we will offer a one-time replacement or repair. This includes all parts of the mattress. There is no fee required or deductible applicable. If the warranty claim happens during your one hundred (30) night trial period (from the date of purchase of your mattress), the trial period will be paused during shipment of the replacement mattress and the trial period will resume upon delivery of the replacement.

- THIS LIMITED MATTRESS WARRANTY COVERS THE FOLLOWING:

Deterioration causing to have a visible indentation greater than one (1) inch that is not associated with an indentation or sagging which results from the use of an improper or unsupported foundation or an inadequate adjusted bed base. Normal wear requires that be continuously supported by a foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the mattress and its user(s). Any physical flaw in the mattress that causes the foam material to split or crack, despite normal usage and proper handling. Any defect or flaw in the zipper assembly of the mattress cover.

decide to repair or replace the cover provided with the mattress at its sole discretion.

- THIS LIMITED MATTRESS WARRANTY DOES NOT COVER THE FOLLOWING:

A normal increase in softness of the foam material which does not affect the “advertised properties” of the mattress. Your personal comfort preference and/or mattress height preference. 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. Damage caused by transportation or manipulation after initial delivery. Mattress damage due to an inappropriate foundation. Transportation and inspection costs. Any mattress sold by resellers who are not authorized retailers. Mattresses sold “as-is” or any other similar wording indicating that the mattress is not “new” or sold as “floor sample” or have previously been purchased from or used by second hand parties. Sheet fit. Damage caused to the mattress while removing of the mattress cover. Cleaning of the mattress cover other than following the specified instructions to that effect. In the event of a defect, sole and exclusive liability and your sole remedy under this Limited Mattress Warranty will be, at discretion, to provide a repaired or replacement mattress, subject to your fulfillment of “Your Responsibilities” below. Except for the terms provided above, will not charge the purchaser to repair or replace a purchaser’s mattress if it is deemed defective during the length of this Limited Mattress Warranty. Any transportation costs associated with repairs or replacements are purchaser’s responsibility. The replacement product shall be covered by the original Limited Mattress Warranty from the date of the original purchase. Any warranty claim is only applicable within the country of original delivery.

- YOUR RESPONSIBILITIES AS A MATTRESS OWNER

If you observe a defect, contact at the telephone number indicated at the end of this Limited Mattress Warranty. You must, within the duration of this Limited Mattress 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 Mattress Warranty. Has the right to verify your claim by sending an expert foam representative to inspect the mattress at

your residence. To obtain the benefit of this Limited Mattress Warranty, you must return your mattress or mattress cover within the duration of this Limited Mattress Warranty.

- EXCHANGE POLICY

During the one hundred (30) Night Trial, if a purchaser elects to change the Mattress 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 mattress for the remaining term of this Limited Mattress Warranty of the original mattress and such replaced mattress is subject to the same Limited Mattress Warranty as the original mattress.

- DISCLAIMER, LIMITATION ON LIABILITY

To the extent permitted by applicable law, the mattress is provided “as is” and this Limited Mattress Warranty and any implied warranties are your exclusive warranties and replace all other warranties or conditions, explicit or implied. To the maximum extent permitted by applicable law and except as set forth in this Limited Mattress Warranty, in no event will or its suppliers be liable for the purchase of substitute products or other special, incidental, consequential, or indirect damages arising out of or related to the mattress or its use by you or any third party. If any, total liability will not exceed the purchase price paid for the mattress

- GOVERNING LAW