LIMITED WARRANTY

Warrants that the 10" High-Performance, Edge-Enhanced Hybrid Mattress with which this limited warranty is provided (the **"Mattress"**) is free from manufacturing defects in workmanship or materials, subject to the terms, conditions and exclusions of this Limited Warranty. Any and all implied warranties on the Mattress shall not exceed in duration the term of this Limited Warranty. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

You must make a claim to Manufacturer as described below stating any alleged defect to have any rights hereunder. To make a warranty claim, you (a) must be the first party who purchases the Mattress new (not previously used) for your own use, and not for resale, (b) must currently own the Mattress and (c) must make a claim in writing sent either to the mailing address specified below or by e-mail to the e-mail address specified below. The claim you provide must describe the alleged defect with particularity and provide a photograph showing the alleged defect. Manufacturer reserves the right to require additional information or materials from you regarding the alleged defect, including without limitation requiring you to return the Mattress (or a portion thereof specified by Manufacturer) to the Manufacturer as instructed by the Manufacturer. Manufacturer will pay applicable shipping costs only if Manufacturer specifically instructs you to ship the Mattress (or a specified portion thereof) and only if you ship the Mattress (or a specified portion thereof) as instructed by Manufacturer. Notwithstanding anything else herein, Manufacturer shall have no obligation under this Limited Warranty if you do not provide requested information or materials. Sagging or body impressions that measure one inch (1") or greater shall constitute a defect, but only if the mattress has been continuously supported by an appropriate foundation, a flat solid surface or slatted surface with slats no more than 4" apart.

If defective in workmanship or material (subject to the terms, conditions and limitations set forth in this Limited Warranty), the Mattress will be repaired or replaced, at Manufacturer's option, subject to charges to you as detailed below and excluding transportation and inspection costs. If the Mattress purchased is not available at the time of replacement, another model of comparable quality and value will be selected. For any claim made that the Mattress, or any portion thereof, is defective (a **"Claim"**) received by the Manufacturer after the fifth anniversary of the date you purchased the Mattress (the **"Warranty Commencement Date"**), you are responsible for a fraction of the cost of the replacement Mattress calculated by taking the number of years you have owned the Mattress (up to ten) and dividing it by ten. No Claims may be made hereunder after the tenth anniversary of the Warranty Commencement Date. Any repair to, or replacement of, the Mattress under the terms of this Limited Warranty shall not extend the term of this Limited Warranty (this limitation may not apply in some states). You shall not assign any rights or obligations you may have under this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may have other rights which vary from State to State. This Limited Warranty is valid solely in the United States.

Warranty Exclusions

This Limited Warranty does not cover anything not expressly provided in this Limited Warranty, including but not limited to:

- transportation and inspection costs, except as specifically instructed or authorized by Manufacturer;
- mishandling, misuse or abuse of the Mattress or any repair or modification of the Mattress by a person not authorized by Manufacturer;
- Mattresses used in hotels, motels or institutional facilities;
- Mattresses sold "as is", floor samples, or sold by any party other than an authorized retailer;
- bedding height, comfort or sheet fit;
- damage to a Mattress due to insufficient support;
- staining, soiling, liquid or fluid penetration, tears or burns;
- normal changes in softness and recovery time associated with certain materials over time;
- disposal of a Mattress;
- any product failure caused by factors other than defective workmanship or materials;
- damage to a Mattress resulting from natural or other disasters or act of God; and
- sagging or body impressions that measure less than one inch (1").

For the health and safety of anyone who would be required to dispose of, or otherwise handle, the Mattress, Manufacturer may refuse to inspect any Mattress to assess whether it is covered by this Limited Warranty if such Mattress is in an unsanitary condition (due to blood or bodily fluid stains or soiling, infestation or other abuse or conditions) or if the Mattress exhibits stains or soiling of unknown origin or nature, in which case Manufacturer reserves the right to deny warranty coverage.

Allowing water or other liquids to penetrate your mattress may damage the fabric or the layers of upholstery, causing materials to compress. This may result in damage that will invalidate your warranty. Manufacturer reserves the right to refuse service and invalidate the warranty when the product failure is caused by factors other than defective workmanship or materials.

Allowing water or other liquids to penetrate your mattress may damage the fabric or the layers of upholstery, causing materials to compress. This may result in damage that will invalidate your warranty. Manufacturer reserves the right to refuse service and invalidate the warranty when the product failure is caused by factors other than defective workmanship or materials.

THE REPAIR OR REPLACEMENT DESCRIBED ABOVE SHALL BE THE SOLE REMEDY OF THE PURCHASER UNDER THIS LIMITED WARRANTY. THERE SHALL BE NO LIABILITY ON THE PART OF MANUFACTURER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQENTIAL DAMAGES OR FOR ANY OTHER DAMAGE, CLAIM OR LOSS NOT EXPRESSLY COVERED BY THE TERMS OF THIS LIMITED WARRANTY (INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT FOR INCONVENIENCE, REMOVAL, INSTALLATION, SETUP TIME, LOSS OF USE OR SHIPPING.). MANUFACTURER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THAT SET FORTH IN THIS LIMITED WARRANTY.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Dispute Resolution and Binding Arbitration; Class Action Waiver

(a) YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE, AND EQUITABLE CLAIMS) BETWEEN YOU AND MANUFACTURER ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF THE MATTRESS, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association **("AAA")** in accordance with the Consumer Arbitration Rules (the **"AAA Rules"**) then in effect, except as modified herein. (The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of you and the Manufacturer and may be entered as a judgment in any court of competent jurisdiction. If you prevail or the Manufacturer prevails on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you or to us under the standards for fee shifting provided by law.

(c) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR MANUFACTURER WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

(d) If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

Contact Information:

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