

## **5 LITTLE MONKEYS BEDDING, INC.**

### **MATTRESS - 15 YEAR LIMITED WARRANTY**

#### **What Does This Limited Warranty Cover?**

5 Little Monkeys warrants that the foam material in this product will be free from defects in material and workmanship as described in this limited warranty. Coverage under this Limited Warranty applies only to the original purchaser. Severe body contours which exceed 1.5 inches in depth below the normal level of the product are covered by this Limited Warranty.

#### **How Long Does This Limited Warranty Last?**

The Limited Warranty for this product starts on the date of purchase and expires fifteen (15) years from the date of purchase and only covers one replacement during the fifteen (15) year period.

#### **What Will 5 Little Monkeys Do?**

If a covered defect occurs during the Limited Warranty period, 5 Little Monkeys will repair or replace (at 5 Little Monkeys option) the defective product. If a replacement is required, 5 Little Monkeys reserves the right to substitute materials of equal or higher quality if a similar product is not available.

#### **What Is Not Covered by This Warranty?**

The Limited Warranty does not cover the following: imperfections of the fabric cover; slight body impressions (less than 1.5 inches in depth); comfort preference; transportation charges (if applicable); any abuse or unsanitary product condition; or damage caused by improper use or care.

Failure to follow the manufacturer's use and care instructions may void this Limited Warranty. 5 Little Monkeys does not warrant that this product is suitable for any person's medical condition or that it will protect the user against bacteria, viruses, or other disease organisms. To the maximum extent permitted by applicable law, in no event shall 5 Little Monkeys be liable for any special, incidental, punitive, indirect or consequential damages whatsoever in any way arising out of the use, or inability to use, the product.

5 Little Monkeys reserves the right to refuse service and invalidate this Limited Warranty when the product failure is due to causes other than defective material and/or workmanship.

This mattress is designed for full performance when used with a supportive foundation system (platform bed, slatted frame with horizontal center supports and/or a foundation). If used on a faulty foundation system, or on the floor, resulting in damage to the mattress, your Limited Warranty will be void. All warranties contained herein are void if the product is found to have been tampered with or misused by the purchaser beyond reasonable wear. This Limited Warranty shall not apply if the product has been damaged, intentionally or due to neglect; including but not limited to damage caused by burns, cuts, water, or stains. The consumer is required to protect the mattress with a 5 Little Monkeys mattress protector, and this Limited Warranty does not cover defects or damage caused by a consumer's failure to follow this requirement. This Limited Warranty does not cover the normal increase in softness of the memory foam material. These aspects do not affect the pressure-relieving qualities of the foam.

The service terms stated in this Limited Warranty shall be the consumer's sole and exclusive remedy in the event of product failure during the Limited Warranty period. 5 Little Monkeys makes no warranty beyond what is contained in this Limited Warranty. 5 Little Monkeys does not authorize any person to create for it any other obligation or ability in connection with this Limited Warranty.

#### **How Do You Get Limited Warranty Service?**

If you are considering placing a Limited Warranty service claim, please contact 5 Little Monkeys at 844-325-5555 or e-mail us at [info@5littlemonkeysbed.com](mailto:info@5littlemonkeysbed.com). A simple claim form must be completed and submitted with a copy of the original purchase receipt or your packing slip for proof of purchase date and the law tags. You must provide

transportation or accept freight charges to and from the 5 Little Monkeys warehouse in Commerce, CA for inspection of the warranted product (if requested) or to either return the product for repair or replacement of the product. At our discretion, we may request you to provide photos (digital or standard) of the defected product prior to its return for inspection, if requested.

**How Does State Law Apply?**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. If an implied warranty or condition is created under applicable state law, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (15 YEARS).