

### 3-YEAR LIMITED WARRANTY

California corporation, makes the following warranty to the original retail purchaser (the "Customer") of this *Zip Guard Encasement*

#### 3-YEAR LIMITED WARRANTY –Mattress Protector

Warrants to Customer that the **Mattress Protector** at the time of purchase will be free from defects in workmanship or materials caused. This warranty shall apply for a period of three (3) years from the date of purchase. In the event of a breach of this warranty,

#### ADDITIONAL EXCLUSIVE MATTRESS REPLACEMENT REMEDY

If the **Mattress Protector** is purchased simultaneously with a new mattress in the same transaction from an authorized retailer of the **Mattress Protector**, and if the **Mattress Protector** is properly used and care for at all times in conjunction with such mattress, warrants that the **Mattress Protector** will protect Customer's new mattress from stains on the mattress surface directly caused by a breach of the warranty on the **Mattress Protector**, for up to three (3) years from the date of purchase (the "Warranty Period") of the mattress and **Mattress Protector**, subject to the terms and conditions of this warranty.

ALL FABRICS ARE SUBJECT TO GENERAL SOILING, and this warranty does not eliminate the need for routine care and washing (minimum one washing per month –see care label for more detail) of the **Mattress Protector**. General soiling is defined as gradual buildup of dirt, dust, body oils, and perspiration which cannot be attributed to a single occurrence. This warranty does not cover general soiling, and instead only covers isolated stains on the mattress surface directly caused by a breach of the warranty on the **Mattress Protector**.

If, during the Warranty Period, a mattress stain occurs that is covered by this warranty, subject to the terms hereof, the following remedy will apply and be the Customer's sole and exclusive remedy:

Step One: send a cleaning kit for the consumer to remove the mattress stain from the mattress surface. The cleaning kit contains an eco-friendly solution that removes common household stains. If the mattress stain can be removed from the mattress surface with use of the cleaning kit, will have no further obligations under this warranty with respect to the mattress, and will not be obligated to perform Step Two.

Step Two: If Step One does not remove the mattress stain from the mattress surface, and the mattress is within the underlying warranty terms on the mattress, at its sole discretion, will either have the mattress professionally cleaned or replace the mattress with one of comparable quality selected. Upon completion of Step Two, FBG will have no further obligations under this warranty with respect to the mattress.

To qualify for warranty coverage on the mattress, Customer must: (i) follow the procedure for replacement of the **Mattress Protector** set out above; (ii) present the original sales receipt for the mattress and the **Mattress Protector** to the address below; (iii) be able to demonstrate that the **Mattress Protector** was properly in place on the mattress when the stain occurred; and (iv) present the mattress manufacturer's written warranty. Customer shall pay all service and transportation costs related to replacement of a mattress.

A maximum of one claim is allowed under this warranty and thereafter obligation to Customer regarding the mattress shall end. For clarification, obligations with respect to the mattress shall terminate in the event satisfies its warranty obligations under this section with respect to a claim; no subsequent claims will be covered.

## ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS WARRANTY

Neither this warranty, nor any warranty which may be implied by law, shall apply to any damage, claim, or loss arising out of or relating to: (a) mattress protectors used for commercial, institutional, or d protectors used on custom-made or custom designed mattresses; (c) mattress protectors used on water beds, ensembles, and mattress bases; (d) damage caused by failure to comply instructions for cleaning and use; (e) mattress protectors that have been neglected, mishandled, or abused (whether in transit or otherwise); (f) stains or other damage caused by nail polish, inks, cosmetics, bleach, grease, corrosives, chemicals, alcohol, dyes, solvents, or other substances that would not normally be expected to come in contact with a mattress protector and a mattress; (g) stains or other damage caused by dealers or occurring prior to or during delivery or while the mattress is in or being moved into or out of storage or being moved between residences; (h) cuts, punctures, or other damage caused by sharp objects that penetrate the **Mattress Protector**; (i) stains or other damage caused by, or the result of, mold or mildew; (j) damage caused by animal beaks, teeth or claws; (k) stains or other damage caused by or related to fire (including water damage), smoke, flood, tornado, hurricane, earthquake, wind, lightning, or other natural disaster, theft or vandalism, or any other loss that is covered under an insurance policy; (l) multiple stains that have accumulated over time; (m) willful destruction or exposure directly or indirectly to the elements (sun, rain, etc); (n) stains caused during the commission of a crime; (o) stains or other damage caused by structural problems or appliance malfunctions such as, but not limited to, leaks from air conditioners, skylights, roofs, water heaters, or water pipes, (p) normal soiling, wear and tear, (q) items purchased "as-is," or (r) if there has been any attempt to clean a mattress surface without prior written consent. If any of the above conditions occur, this warranty shall be void. This warranty is expressly not applicable to the sides of the mattress, linens, foundation, box spring, or any mattress not fitted with the **Mattress Protector**. This warranty excludes coverage for odors, accumulated and/or long-term multiple unknown stains, and any unknown stains. This warranty SPECIFICALLY does not cover/apply to general soiling from everyday use.

**THE REMEDIES PROVIDED ABOVE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER. THERE SHALL BE NO LIABILITY ON THE PART OF ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGE, CLAIM OR LOSS NOT EXPRESSLY COVERED BY THE TERMS OF THIS LIMITED WARRANTY.**

This warranty does not include reimbursement for inconvenience, removal, installation, setup time, loss of use, shipping, or any other costs or expenses. This warranty applies to the original product only and do not apply to any exchanged items. Actions taken in satisfying the terms of this warranty will apply to the original warranty period and will not serve to extend such period.

This warranty extends only to the original retail purchaser and may not be assigned or transferred. An original retail purchaser is one who purchases the product directly from an authorized retailer for single-family residential use. If purchaser is not the original retail purchaser of this product, he/she takes this product "as is" and "with all faults."

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED; PROVIDED, THAT TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW SUCH DISCLAIMER OF ANY PARTICULAR IMPLIED WARRANTY, SUCH WARRANTIES ARE HEREBY LIMITED TO THE EXPRESS WARRANTY SET FORTH HEREIN AND ARE SUBJECT TO THE SAME LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN.** Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to every Customer. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to every Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which may vary from state to state and province to province.

This warranty does not apply to sales outside of the United States.