Mattress Warranty

10 Year Limited Warranty

Your new Sersper mattress is covered by a 10-Year Full Replacement Limited Warranty. For 10 years after you purchase your new mattress, when it has a defect covered under the warranty, we will replace or repair it. The details of this warranty, and some limitations, are provided in the complete Warranty Description on the following pages

Sersper Limited Warranty and Responsibilities

This Limited Warranty is valid only in connection with the original purchase of new products from authorized retailers and extends from the original purchase date of the original product purchased. An "original purchaser," for this Limited Warranty, is an individual or entity who purchases the product directly from Sersper or an authorized retailer of Sersper with the intent to use the product for personal consumer use and not for commercial or industrial use and not with the intent to resell the product. An "authorized retailer," for purposes of this Limited Warranty, is an individual or entity authorized by Sersper to sell products directly to original purchasers. An individual or entity that purchases the product from whatever source with the intent to resell the product is an unauthorized reseller ("unauthorized reseller").

This Limited Warranty does not apply to products sold by unauthorized resellers, including without limitation, unauthorized resellers on third-party websites, including, without limitation, eBay, Amazon, etc. Unauthorized resellers are not "original purchasers" of this Limited Warranty. If the purchaser is not the original purchaser of this product, the purchaser takes the product "AS IS," "with all faults" and without warranty.

Mattresses

Sersper mattresses are designed to work on a firm, solid-surface base that is structurally capable of supporting the weight of the purchaser's Sersper mattress and user(s). Therefore, if the purchaser uses inappropriate foundations, box springs, adjustable bed bases, or bed frames with the mattress, such use will void this limited warranty and all other warranties, whether expressed or implied. This Limited Warranty covers the following items during normal wear:

Deterioration causes the mattress to have a visible indentation greater than three-fourths (0.75) of an inch that is not associated with an indentation or sag which results from the use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a purchaser's mattress be continuously supported by a matching foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the mattress and foundation.

It is incumbent upon the purchaser to ensure that the frame utilized offers ample

structural support for the mattress and foundation given that particular slatted style frame. Failure to have a proper bed frame may invalidate the limited warranty. The use of a bed frame is important for the life and protection of your sleep system. Neither mattresses, individually, nor sleep systems (mattress and foundation combination) are intended to sit/lay flat on the floor or a waterbed frame or platform of untreated wood or untreated wood covered with fabric.

Product Replacement Terms

Except as otherwise provided herein, Sersper will not charge the purchaser to repair or replace the purchaser's mattress if it is deemed defective during the length of this 10-year Limited Warranty, but any transportation costs associated with repairs or replacements are the purchaser's responsibility. In no event, however, will the transportation costs exceed Sersper's standard freight charges. No new warranty is provided with a replacement product. The warranty for any repaired or replaced mattress runs from the date of original purchase and not from the date of the replacement.

In connection with the replacement of a product in compliance with the terms of this Limited Warranty, if a purchaser elects to upgrade to a more expensive product, it may do so by paying the difference between the cost of the original product being replaced and the cost of the upgraded product plus the cost of any related additional sleep system pieces not being replaced as part of the warranty exchange. In the event of an upgrade as described in this paragraph, a new warranty will be provided for the upgraded pieces only.

This Limited Warranty does not cover:

- 1. A normal increase in softness of the pressure-relieving material which does not affect the pressure-relieving qualities of the mattress.
- 2. Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains. However, if there is a warranty defect not caused by the abuse or damage then the mattress would be.
- 3. Covered under the standard warranty.
- 4. Damage associated with an improper bed frame, and foundation.
- 5. Replacement of the accompanying piece in the Sersper sleep system where only one piece is defective unless that accompanying piece is also defective.
- 6. Product sold by resellers who are not authorized, retailers.
- 7. Product sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "returned", "previously owned", or any other similar wording indicating that the product is not "new" or of "first quality", or has previously been purchased or used by another consumer.

If you have any other questions, you can contact us via email at support@sersper.com