

# BEDGEAR LLC 10 YEAR LIMITED WARRANTY

Your new BEDGEAR mattress is covered by a 10 year limited warranty.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

As a performance-based company, we want our products to provide you with the maximum benefit. With consistent daily usage over a 10-year period, however, your comfort may eventually become compromised. As a result, you may need a replacement before the warranty period ends. While the mattress will not breakdown, we cannot guarantee a consistent level of comfort throughout its lifetime. Adding a BEDGEAR Performance Mattress Protector or Mattress Topper will help to extend the life and comfort of your sleep surface.

## A. Products Covered by this Limited Warranty

This limited warranty extends to mattresses manufactured by BEDGEAR LLC (“BEDGEAR”) and purchased directly from BEDGEAR or BEDGEAR’s authorized retailers (the “**Mattresses**”). Some parts of this limited warranty also extend to covers sold with Mattresses (“**Mattress Covers**”). Mattresses are designed to work on a firm, solid-surface, on a bed base that is structurally capable of supporting the weight of the Mattress and user(s).

## B. Who this Warranty Extends To

This limited warranty extends to the original purchaser of any Mattress. All BEDGEAR warranties, including any implied warranties, are valid only for the period of time the Mattress is owned by the original purchaser of the Mattress. The “original purchaser,” for the purposes of this warranty, is the first purchaser of the Mattress from BEDGEAR or a BEDGEAR authorized retailer. **PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE. ALL BEDGEAR limited warranties are not transferable.**

## C. BEDGEAR's Limited Warranty and Responsibilities

BEDGEAR 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 10 years from the time your Mattress is purchased by you, when the Mattress is used normally for its intended purposes.

## D. What this Limited Warranty Covers

This limited warranty applies to the following Defects:

- Deterioration causing the Mattress to have a visible indentation greater than one (1) inch that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a 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.
- Any physical flaw in the Mattress that causes the foam material to split or crack, despite normal usage and proper handling.
- Any manufacturing defect in the assembly of the Mattress Cover.

This limited warranty does not cover the following:

- A normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the Mattress.
- Comfort preference beyond the 30 day risk free trial period.
- 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.
- Replacement of any non-defective pieces in the BEDGEAR sleep system (for example, if you purchase a mattress with multiple components and only one component is defective, then we will only replace the defective component).
- Any mattress (whether manufactured by BEDGEAR or not) sold by resellers who are not authorized retailers of BEDGEAR.
- Mattresses sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the Mattress is not “new” or of “first quality”, or has previously been purchased or used by another consumer.

In the event of a Defect, BEDGEAR’s sole and exclusive liability and your sole remedy under this limited warranty will be, at BEDGEAR’s option, to provide a repaired or replacement Mattress or Mattress Cover, subject to your fulfillment of “Your Responsibilities” below. Replacement Mattress Covers may be provided in a color different from the Mattress Cover you originally purchased.

## **E. Your Responsibilities**

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Mattresses or Mattress Cover to BEDGEAR at your cost and provide BEDGEAR with proof of the original date of purchase. You are responsible for all shipping and transportation costs associated with replacing or repairing a Mattress or Mattress Cover. In the event that the Mattress is proven to have a Defect, BEDGEAR will reimburse you for shipping costs up to one hundred (30) dollars. Mattresses and Mattress Covers must be sent to the address set forth at the end of this limited warranty.

BEDGEAR will repair or replace (as applicable) and ship your Mattress or Upgrade Mattress back to you within 90 days of receiving your original Mattress.

Replaced or repaired Mattresses that are not Upgrade Mattresses are subject to the same limited warranty as the original Mattress. For example, if you obtain a replaced or repaired Mattress that is the same style and price as the original Mattress, then the warranty term of the replaced or repaired Mattress begins from the date of purchase of the original Mattress. If you purchase an Upgrade Mattress, then you obtain a new limited warranty, and the warranty term will begin upon the purchase of the Upgrade Mattress.

## **F. Disclaimer, Limitation on Liability**

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MATTRESS IS PROVIDED "AS IS" AND THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL BEDGEAR OR ITS SUPPLIERS BE LIABLE FOR OR PROCUREMENT 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, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF BEDGEAR HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BEDGEAR'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE MATTRESS GIVING RISE TO SUCH LIABILITY.**

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **G. Arbitration**

In the event a dispute arises between you and BEDGEAR arising out of this Limited Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association

("AAA"). More information about the AAA is located at [www.adr.org](http://www.adr.org), or you can call the AAA at 1-800-778-7879.

You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act. If you choose to pursue any rights and remedies that are not created by Title I of the Magnuson Moss Warranty Act, then arbitration is not required.

Arbitration will take place in New York, New York.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. Each party will designate one arbitrator and the two designated arbitrators will select a third arbitrator, who will serve as the chair of the arbitration panel. If the two arbitrators cannot agree on the third arbitrator, then the AAA will appoint the third arbitrator. Barring extraordinary circumstances, the arbitrators will issue their decision within 120 days from the date the third arbitrator is selected by the two designated arbitrators or appointed by the AAA. The arbitrators may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrators' award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators' award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

## **H. Governing Law**

This limited warranty will be governed by the laws of the State of New York, without giving effect to its conflict of laws rules.

## **I. Warrantor**

BEDGEAR, LLC

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