



## CRIB MATTRESS AND CRIB MATTRESS PROTECTOR

### BEDGEAR® LIMITED WARRANTY & 365 NIGHT GUARANTY

BEDGEAR wants you to have 100% of the comfort and support you need to get a great night's sleep so you can Wake Ready each day with our Performance® bedding products. We want to make sure our bedding products live up to their intent. That's why we have created a 365 Night Guaranty that covers "wear and tear" and goes well beyond any traditional bedding manufacturer's warranty. And Our 365 Night Guaranty covers your Crib Mattress Cores and Crib Mattress Protector Covers and begins from your date of delivery; all warranty restrictions apply.

Your new BEDGEAR Crib Mattress is covered by this limited warranty, giving you specific legal rights and you may also have other rights which vary from state to state. If you purchased a Crib Mattress with one of our authorized retail partners, please contact the retailer directly with any questions about your warranty claim. If you purchased a Crib Mattress on BEDGEAR.com please contact us at the email address or phone number at the bottom of this warranty.

#### **A. Products Covered by this Limited Warranty**

This limited warranty extends to crib mattresses manufactured by BEDGEAR LLC ("BEDGEAR") and purchased directly from BEDGEAR or BEDGEAR's authorized retailers (the "Crib Mattresses"). Some parts of this limited warranty also extend to covers and comfort layers, ("Components") sold with the Mattresses. The Crib Mattresses are designed to work on a firm, solid surface, including a bed base that is structurally capable of supporting the weight of the Crib Mattress and user(s).

#### **B. Who this Warranty Extends To**

This limited warranty extends to the original purchaser of any Crib Mattress. All BEDGEAR warranties, including any implied warranties, are valid only for the period of time the Crib Mattress is owned by the original purchaser of the Crib Mattress. The "original purchaser," for the purposes of this warranty, is the first purchaser of the Crib 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 Crib Mattress, sold to you in its original packaging, against the defects in material and workmanship set forth below ("Defects") from the time your Crib Mattress is delivered to you for the period of time the Crib Mattress is owned by you as the original purchaser, when the Crib 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 Crib 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 crib or foundation. Normal wear requires that a Crib Mattress be continuously supported by a crib or foundation of the same size with a proper bed frame sufficient to support the combined weight of the Crib Mattress and crib or foundation.
- Any physical flaw in the Crib Mattress or Components that causes the foam material to split or crack, despite normal usage and proper handling.
- Any manufacturing defect in the assembly of the Crib Mattress or Components.
- Zippered mattress covers are warrantied for 365 nights after the delivery date from manufacturing defects and workmanship, flaws of the zipper or seams, and tearing of the fabric under normal use. Covers with a zipper located on the side of the mattress can be removed for cleaning; see label for cleaning suggestions.

#### **E. What this Limited Warranty Does Not 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 Crib Mattress.
- 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 Components in the BEDGEAR sleep system (for example, if you purchase a Crib Mattress with multiple Components and only one Component is defective, then we will only replace the defective Component).
- Any Crib 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 Crib 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 Crib Mattress or Component, subject to your fulfillment of “Your Responsibilities” below. Replacement Components may be provided in a color different from the Component you originally purchased.

BEDGEAR reserves the right to refuse service and invalidate the warranty when the Crib Mattress, even if defective, is in an unsanitary condition (due to blood or bodily fluid stains or soiling, infestation or other abuse), when the Crib Mattress has evidence of damage from liquid penetration, cleaning or the



use of cleaning fluids, or whenever the product failure is caused by factors other than defective workmanship or materials.

#### **F. Product Replacement Terms**

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Crib Mattresses or Component 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 Component. Crib Mattresses and Components must be sent to the address set forth at the end of this limited warranty.

If you wish to replace your Crib Mattress with a more expensive Mattress (an “Upgrade Crib Mattress”), then please e-mail BEDGEAR at the e-mail address set forth at the end of this limited Crib Mattress Warranty. You will be required to pay the difference between the original purchase price of the Crib Mattress and that of the Upgrade Crib Mattress, plus the cost of any related additional system pieces necessary for such Upgrade Crib Mattress.

BEDGEAR will repair or replace (as applicable) and ship your Crib Mattress, Component, or Upgrade Crib Mattress back to you within 365 days of receiving your original Mattress.

Replaced or repaired Crib Mattresses are subject to the same limited warranty as the original Crib Mattress. For example, if you obtain a replaced or repaired Crib Mattress that is the same style and price as the original Crib Mattress, then the warranty term of the replaced or repaired Crib Mattress begins from the delivery date of the original Crib Mattress. If you purchase an Upgrade Crib Mattress, then you obtain a new limited warranty, and the warranty term will begin upon the delivery date of the Upgrade Crib Mattress.

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

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ANY AND ALL IMPLIED WARRANTIES SHALL NOT EXCEED IN DURATION THE TERM OF THIS LIMITED WARRANTY. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION 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 PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE CRIB 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 THE POSSIBILITY 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 CRIB MATTRESS GIVING RISE TO SUCH LIABILITY.**



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

#### **H. 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.

#### **I. 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**

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