

Warranty Description

THIS LIMITED WARRANTY CONTAINS A BINDING AMERICAN ARBITRATION ASSOCIATION (AAA) ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION CLAIMS. PLEASE READ ALL TERMS HEREIN CAREFULLY AS THEY AFFECT YOUR RIGHTS.

Important: Please see our website <https://www.tempurpedic.com/customer-service/warranties/> for additional warranty information and for specific details on warranty claim dispute resolution including binding arbitration and class action waiver. You may also contact Tempur-Pedic's Customer Service Department by calling toll-free 1-800-821-6621 or by sending an email to customer.service@tempurpedic.com. Your purchase of this product indicates acceptance of these terms. All parts of this Limited Warranty apply to the maximum extent permitted by law or unless prohibited by law. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state.

All Tempur-Pedic mattresses and all Tempur-Pedic flat, non-adjustable foundations are covered by the terms of this Limited Warranty. For purposes of this Limited Warranty, the term "product" means any Tempur-Pedic flat, non-adjustable foundation and any Tempur-Pedic mattress. Tempur-Pedic North America, LLC ("Tempur-Pedic") warrants that it will, at Tempur-Pedic's option, replace or repair Purchaser's Tempur-Pedic product sold in the U.S. and Puerto Rico by an authorized retailer if that product is defective due to faulty workmanship or materials, subject to the limitations described in this Limited Warranty.

Tempur-Pedic undertakes no responsibility for the quality of the goods except as otherwise provided in this contract. There are no warranties that extend beyond the description on the face hereof. 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. An "original purchaser," for the purposes of this Limited Warranty, is an individual or entity who purchases the product directly from Tempur-Pedic or an authorized retailer of Tempur-Pedic 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 Tempur-Pedic to sell product 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 floor models or "demos" or to products sold by unauthorized resellers, including without limitation, unauthorized resellers on third-party websites, including, without limitation, Craigslist, eBay, Amazon, etc. Unauthorized resellers are not "original purchasers" for the purpose of this Limited Warranty. If purchaser is not the original purchaser of this product, purchaser takes the product "AS IS," "with all faults" and without warranty. If the purchase of this product was not directly from Tempur-Pedic, proof of purchase will be required to demonstrate that the product was purchased from an authorized retailer, and eligible to make a valid claim under this Limited Warranty.

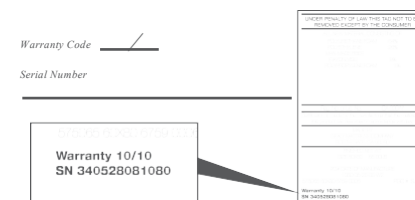
MATTRESSES

Tempur-Pedic mattresses are designed to work on a firm, solid-surface, non-spring foundation or adjustable bed base that is structurally capable of supporting the weight of purchaser's Tempur-Pedic mattress and user(s). This Limited Warranty and other performance warranties are based on tests conducted on "sets" that consist of our mattresses and our foundations/adjustable bed bases. If 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, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Tempur-Pedic may require purchaser to provide proof of the quality of the foundation, adjustable bed base, or bed frame used in conjunction with the mattress if purchaser makes a claim under this Limited Warranty. Tempur-Pedic makes no representations whatsoever as to the structural integrity or rated load for any frame, foundation, or adjustable base not manufactured by or



for Tempur-Pedic. Tempur-Pedic reserves the right to invalidate this Limited Warranty if the foundation is determined, in Tempur-Pedic's reasonable discretion, to be inadequate or if the mattress is found to be in an unsanitary condition



THIS LIMITED WARRANTY COVERS THE FOLLOWING ITEMS DURING NORMAL WEAR:

1. Deterioration causing 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 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, users and foundation. A proper bed frame must provide sturdy support for both the mattress, users and foundation; including a center support and having at least 5-6 legs for queen, king and cal king, and 4-leg support for twin and full mattresses. For queen, king, and cal king slatted-style bed frames, it is incumbent upon purchaser to ensure that the frame utilized offers ample structural support to the mattress and foundation in view of 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 on a water-bed frame or platform of untreated wood or untreated wood covered with fabric.

Please Note: Tempur-Pedic highly recommends a 3-bed beam support system (available from Tempur-Pedic or Retailer at an additional cost) or a support system of similar quality that is designed specifically to give slatted-style bed frames for queen, king and cal king mattresses additional structural support.

2. Any physical flaw in the mattress that causes the TEMPUR® material to split or crack, despite normal usage and proper handling (as outlined in the Mattress Use & Care Instructions).

3. Any manufacturing defect in the zipper assembly of the mattress cover. Tempur-Pedic may, at its own option, repair or replace the cover provided on the mattress. In the event that Tempur-Pedic replaces the mattress cover, Tempur-Pedic will replace it with the current style of cover available for the mattress, which may be of a different color or material than the original cover provided.

THIS LIMITED WARRANTY DOES NOT COVER:

1. A normal increase in softness of the TEMPUR® pressure-relieving material which does not affect the pressure-relieving qualities of the mattress.

2. Comfort preference.

3. 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 covered under the standard warranty.

4. Damage associated with an improper bed frame, foundation, or adjustable base. See above description and illustrations for a proper bed frame.

5. Replacement of the accompanying piece in the Tempur-Pedic sleep system where only one piece is defective, unless that accompanying piece is also defective.

6. Floor models or demonstration samples ("demos") sold at a discount.

7. Product sold by resellers who are not authorized retailers.

8. 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 "first quality," or has previously been purchased or used by another consumer.

MATTRESS REPLACEMENT TERMS

Except as otherwise provided herein, Tempur-Pedic will not charge purchaser to repair or replace purchaser's mattress or flat foundation if it is deemed defective during the length of this 10-year Limited Warranty, but any transportation

costs associated with repairs or replacements are purchaser's responsibility. In no event, however, will the transportation costs exceed Tempur-Pedic's then-standard freight charges. No new warranty is provided with a replacement product. The warranty for the replacement product runs from the date of original purchase of the replaced product. Be it noted that any remote provided with, or contained with, any Tempur-Pedic product is warranted for five (5) years, such period commencing from the time of purchase of the product except if the product is a demonstration or floor model, which in such case the warranty period commences with the manufacturing date of the product as provided on the product's law tag. In the event that such remote is deemed defective, Tempur-Pedic may, at Tempur-Pedic's choice, repair or replace such component. 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.

MATTRESS DEMONSTRATION SAMPLES AND FLOOR MODELS

Except as otherwise provided herein regarding the remote provided with, or contained within, a Tempur-Pedic product, demonstration samples ("demo(s)") and floor model(s) will enjoy a 10-year Limited Warranty from the date of purchase provided on the receipt. However, except for verified warranty defects, demos and floor models are sold "as is" and "with all faults" and covers on demos and floor models (whether removable or not) are not warranted or guaranteed. During this Limited Warranty, demo or floor model products purchased at a discount will be repaired by Tempur-Pedic at no charge to the purchaser or will be replaced for a charge equal to the cost of the replacement product less the amount paid by the original purchaser for the demo or floor model. If the demo or floor model product has been discontinued then the replacement charge will be the cost of the reasonable equivalent of the discontinued item (or any upgraded item) less the amount paid by the original purchaser for the demo or floor model product.

MATTRESS COVER

If removable, the cover (except for demo or floor model covers) initially provided for the Tempur-Pedic product is warranted for ten (10) years from the date of purchase against faults in material or workmanship. Tempur-Pedic reserves the right to repair said cover. In the event that Tempur-Pedic replaces the cover for the mattress, Tempur-Pedic will replace it with the current style of cover available for the mattress, which may be a different color or material than the original cover.

FLAT, NON-ADJUSTABLE FOUNDATIONS

Tempur-Pedic foundations are designed to work with a bed frame capable of supporting the load of the foundation and an approved mattress. This Limited Warranty and other performance warranties are based on tests conducted on "sets" that consist of our mattresses and our foundations. Therefore, if purchaser uses inappropriate mattresses or bed frames with this foundation, such use will void this Limited Warranty and all other warranties, whether expressed or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Tempur-Pedic may require purchaser to provide proof of the quality of the bed frame or mattresses used in conjunction with the foundation if purchaser makes a claim under this Limited Warranty. Tempur-Pedic makes no representations whatsoever as to the structural integrity or rated load for any frame not manufactured by or for Tempur-Pedic. Tempur-Pedic reserves the right to invalidate this Limited Warranty if the frame is determined, in Tempur-Pedic's reasonable discretion, to be inadequate or if the foundation is found to be in an unsanitary condition.

THIS LIMITED WARRANTY COVERS THE FOLLOWING ITEMS DURING NORMAL WEAR:

1. Structural damage or broken components.

2. Squeaks or rattles.

3. Sagging that is not associated with use of an improper bed frame.

THIS LIMITED WARRANTY DOES NOT COVER:

1. Structural damage from using an improper bed frame.

2. Physical abuse or damage to the structure and/or cover material of the foundation, including but not limited to, burns, cuts, tears, or liquid damage.

3. Replacement of another piece in the Tempur-Pedic sleep system (e.g., mattress, adjustable base, pillows, etc.) unless other piece is also defective.

4. 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.

FOUNDATION REPLACEMENT

Tempur-Pedic will not charge purchaser to repair or replace purchaser's foundation if it is deemed defective, but any transportation costs associated with repairs or replacements are purchaser's responsibility. In no event, however, will the transportation costs exceed Tempur-Pedic's then-standard freight charges. No new warranty is provided with a replacement foundation. The warranty for the replacement foundation runs from the date of original purchase of the replaced foundation. 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 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.

FOUNDATION DEMONSTRATION SAMPLES AND FLOOR MODELS

Except as otherwise provided herein regarding the remote provided with, or contained within, a Tempur-Pedic product, demonstration samples ("demo(s)") and floor model(s) of a Tempur-Pedic flat, non-adjustable foundation will enjoy a 10-year Limited Warranty from the date of purchase provided on the receipt. However, except for verified warranty defects, demos and floor models are sold "as is" and "with all faults" and covers on demos and floor models (whether removable or not) are not warranted or guaranteed. During the Limited Warranty, demo or floor model products

purchased at a discount will be repaired by Tempur-Pedic at no charge to the purchaser or will be replaced for a charge equal to the cost of the replacement foundation less the amount paid by the original purchaser for the demo or floor model. If the demo or floor model product has been discontinued then the replacement charge will be the cost of the reasonable equivalent of the discontinued item (or any upgraded item) less the amount paid by the original purchaser for the demo or floor model product.

ADDITIONAL LIMITATIONS ON WARRANTY COVERAGE

In the event a warranty claim is filed, and a warranty replacement is deemed necessary, purchaser will be required to surrender the original product to Tempur-Pedic at the time of replacement. Tempur-Pedic shall not be liable for incidental or consequential damages resulting from the use of this product or arising out of any breach of this warranty; the exclusive remedy for breach of this warranty shall be replacement or credit towards replacement as set forth herein. There are no express or implied warranties, including implied warranties of merchantability and fitness for a particular purpose, other than the warranty described on the face of this Limited Warranty.

All parts of this Limited Warranty apply to the maximum extent permitted by law or unless prohibited by law. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from state to state.

All warranty claims for products purchased through Value City Furniture, American Signature Furniture, and Designer Looks Furniture will be handled by their Customer Service who can be reached by calling toll free 1-888-751-8553.

You may contact Tempur-Pedic's Customer Service Department by calling toll-free 1-800-821-6621 or by sending an email to customer.service@tempurpedic.com.

Please retain this Limited Warranty and original proof of purchase for at least 10 years from your date of purchase.