

Casper Sleep 2 Year Limited Furniture Warranty

The Casper Furniture Warranty will be updated on 8/4/20.

Your new Casper furniture is covered by a 2 year limited warranty (the “Furniture Warranty”). This limited Furniture Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

A. Products covered by this limited Furniture warranty

This limited Furniture Warranty extends to any Platform Bedframe, Headboard, Upholstered Bedframe, Casper Repose Bedframe, Casper Haven Bedframe, Metal Bedframe, Foundation, or Nightstand manufactured by Casper, purchased directly from Casper or Casper’s authorized retailers, and located in the United States (not including US territories) or Canada (each, “Furniture”).

B. Who this limited Furniture Warranty extends to

This limited Furniture Warranty extends to the original purchaser of Furniture who is located in the United States (not including US territories) or Canada. Customers who purchased their Furniture through Casper’s trade program and use that Furniture for commercial purposes (for example, in a hotel or store) are “Trade Customers.”

All Casper warranties, including any implied warranties, are valid only for the period of time the Furniture is owned by the original purchaser. The “original purchaser,” for the purposes of this Furniture Warranty, is the first purchaser of the Furniture from Casper or a Casper authorized retailer. Please retain a copy of your receipt as proof of purchase. All Casper limited warranties are not transferable.

C. Casper's limited Furniture Warranty and responsibilities

Casper warrants the Furniture in its original packaging sold to you against the defects in material and workmanship set forth below (“Defects”) for a period of 2 years from the time you purchased your Furniture, provided that during that time, the Furniture is used normally for its intended purposes in the home.

Notwithstanding the foregoing, with respect to Trade Customers only, the limited warranty period shall be three years.

D. What this limited Furniture Warranty covers

This limited Furniture Warranty applies to Defects due to faulty workmanship or materials, subject to the limitations described in this warranty.

This limited Furniture Warranty does not cover the following:

- Damage caused by physical abuse, negligence, improper installation or misuse. With respect to Foundation, the foregoing includes but is not limited to structural or visual damage from using an improper bed frame or placing Foundation on the floor.
- Normal wear and tear as a result of spot cleaning or intended use.
- Damage caused by commercial use, such as in a hotel or store – unless you are a Trade Customer.
- Damage caused by Acts of God or other natural forces.
- Replacement of any non-defective pieces of the Furniture (for example, if one component of Furniture is defective, then we will replace the defective component only).
- Any Furniture sold by resellers who are not authorized retailers of Casper Furniture.

In the event of a Defect, Casper's sole and exclusive liability and your sole remedy under this limited Furniture Warranty will be, at Casper's option, to provide a replacement Furniture, subject to your fulfillment of "Your Responsibilities" below.

E. Your responsibilities

In the event of a Defect and in order to get the benefit of this limited Furniture Warranty, you must return your Furniture to Casper and provide Casper with proof of the original date of purchase. Should shipping costs be required to return your Furniture, you will not be responsible for those costs. Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited Furniture Warranty. In the event of a Defect, Casper will ship a replacement Furniture to you.

Replaced Furniture is subject to the same limited Furniture Warranty as the original Furniture. If you obtain replacement Furniture, the warranty term of the replaced Furniture begins from the date of purchase of the original Furniture.

F. Disclaimer, limitation on liability

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE FURNITURE IS PROVIDED "AS IS" AND THIS LIMITED FURNITURE 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 FURNITURE WARRANTY, IN NO EVENT WILL CASPER OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE FURNITURE 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 CASPER HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASPER'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE FURNITURE 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 Casper arising out of this Limited Furniture 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, or you can call the AAA at 1-800-778-7879.

You must seek arbitration for disputes arising out of this Limited Furniture 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.

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 Furniture Warranty will be governed by the laws of the State of New York.

I. Warrantor

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