

DISCOVER NIGHT 10 YEAR LIMITED PILLOW WARRANTY

Your new NIGHT Pillow is covered by a 10 year limited warranty (the "**Pillow Warranty**"). This limited Pillow 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 PILLOW WARRANTY

This limited Pillow Warranty extends to Pillows (the "**Pillows**") manufactured by Discover Night, LLC. ("**Discover NIGHT**") and purchased directly from Discover NIGHT or Discover NIGHT's authorized retailers.

B. WHO THIS PILLOW WARRANTY EXTENDS TO

This limited Pillow Warranty extends to the original purchaser of any Discover NIGHT Pillow. All Discover NIGHT warranties, including any implied warranties, are valid only for the period of time the Pillow is owned by the original purchaser of the Pillow. The "original purchaser," for the purposes of this Pillow Warranty, is the first purchaser of the Pillow from Discover NIGHT or a Discover NIGHT authorized retailer. **Please retain a copy of your receipt as proof of purchase.** All Discover NIGHT limited warranties are non-transferable.

C. DISCOVER NIGHT'S LIMITED PILLOW WARRANTY AND RESPONSIBILITIES

Discover NIGHT warrants the Pillow 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 Pillow is purchased by you, when the Pillow is used normally for its intended purposes.

D. WHAT THIS LIMITED PILLOW WARRANTY COVERS

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

This limited Pillow Warranty does not cover the following:

- Normal increases in softening and settling of materials, or any other normal wear and tear.

- Comfort preference.
- 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.
- Any Pillow (whether manufactured by Discover NIGHT or not) sold by resellers who are not authorized retailers.

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

E. YOUR RESPONSIBILITIES

In the event of a Defect, you must contact info@discovernight.com to return your Pillow to Discover NIGHT and provide Discover NIGHT with proof of the original date of purchase. Should shipping costs be required to return your Pillow, 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 Pillow Warranty. Discover NIGHT will repair or replace (as applicable) and ship your Pillow back to you.

Replaced or repaired Pillows are subject to the same limited Pillow Warranty as the original Pillow. For example, if you obtain a replaced or repaired Pillow that is the same style and price as the original Pillow, then the warranty term of the replaced or repaired Pillow begins from the date of purchase of the original Pillow.

F. DISCLAIMER, LIMITATION ON LIABILITY

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PILLOW 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 PILLOW WARRANTY, IN NO EVENT WILL DISCOVER NIGHT 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 PILLOW 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 DISCOVER NIGHT HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. DISCOVER NIGHT'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PILLOW 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 Discover NIGHT arising out of this Limited Pillow 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 Pillow 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 Pillow Warranty will be governed by the laws of the State of New York.

I. WARRANTOR

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