

Purple Mattresses Limited Warranty

Congratulations on your purchase of a Purple mattress. Purple is committed to providing superior product durability and quality so that you may achieve a healthful, comfortable rest. Purple does not expect you to experience any defects, but if you do, it is covered under the terms of this limited warranty.

WARRANTY OVERVIEW

This limited warranty covers any new mattress purchased from Purple or its authorized retailers in the United States. It does not apply to floor models, demo units, or products purchased from unauthorized resellers, liquidators, or third-party websites.

This limited warranty is provided exclusively to you, the original purchaser, and cannot be transferred. If you are not the original purchaser of the Purple mattress, you accept the product "AS IS," with all faults, and without any warranty. By purchasing a mattress from Purple, you acknowledge and accept the terms of this limited warranty. As the purchaser, you are granted specific legal rights under this warranty, and you may have additional rights that vary by state.

Notwithstanding Purple's commitment to service defects, such service may be conducted by third parties authorized by Purple, such as retailers. This warranty is expressly limited as described herein.

HOW LONG DOES THE WARRANTY LAST?

This limited warranty **applies for ten (10) years from the original date of purchase** or until the mattress ownership is transferred to another person (whichever is shorter), for all Purple mattresses sold new in the USA by Purple or a Purple-authorized retailer. The mattress cover is not part of the 10-year warranty and is separately addressed herein.

WARRANTY DESCRIPTION

This limited warranty warrants against defects due to faulty workmanship or materials as described herein. If your mattress is defective during the warranty period, Purple will, at no additional charge to you, except as noted below, replace or repair the Purple mattress. For any valid limited warranty claim made after 100 days from the original date of purchase, any transportation costs associated with the repair or replacement of the Purple mattress are the purchaser's responsibility. However, in no event, will the transportation costs exceed Purple's then-standard freight charges.

Purple reserves the exclusive right to decide whether to repair or replace the mattress. If your mattress model is no longer available, your mattress may be replaced with an equivalent model.

While Purple will do our best to match mattress feel, mattress warranty replacements may have a slightly different feel (e.g. firmness), may be a different color or material than the original purchase, and may not match the original design. Warranty replacements do not qualify for any type of sleep trial or comfort exchange, even if a discontinued mattress is replaced with an updated or newer mattress model.

The warranty for any repaired or replaced mattress runs from the date of original purchase, not from the date of the warranty replacement.

For the health and safety of those required to dispose of, or otherwise handle, the mattress, Purple or agents may refuse to inspect, assess, or remove the mattress to determine whether it is covered by the warranty if there is evidence of damage, abuse, or neglect. In such a case, Purple reserves the right to deny warranty coverage.

THIS WARRANTY COVERS THE FOLLOWING:

DO NOT REMOVE THE MATTRESS COVER IN ASSESSING THE CONDITION OF YOUR MATTRESS FOR PURPOSES OF THIS WARRANTY. THIS ACTION MAY VOID YOUR WARRANTY.

1. A warranty defect exists under the limited warranty only during normal use and when proper mattress support is used if:
 - i. The materials of construction develop a visible indentation in the mattress greater than one (1.00) inch compared to the surrounding mattress areas after full recovery from load. The indentation must be sufficiently wide and long to qualify as a body impression and applies only to the mattress, excluding any settling of the cover's fiber-fill materials.
 - ii. The materials of the mattress crack, split, or otherwise fail during normal use and normal handling which is in accordance with Purple's care and use instructions for the mattress (available at purple.com).
 - iii. Mattress covers are warranted for two (2) years from the original date of purchase. Coverage is limited to faults in material, manufacturing defects or workmanship, or any manufacturing defect to the zipper assembly (removal of cover may void mattress warranty).

THIS WARRANTY DOES NOT COVER THE FOLLOWING:

Purple's warranty excludes anything not specifically mentioned in the "Warranty Covers" section above, including, but not limited to:

1. Localized firmness changes are normal and are not covered under the limited warranty.
2. Comfort preferences, which includes, but is not limited to how the mattress feels, any change in the level of softness or firmness you may perceive
3. Normal body impressions or indentations (less than 1.0")

4. The mattress must always be covered in use, or the warranty is void (UV light degrades cushioning materials)
5. Variations in mattress dimensions, which are normal, unless greater than 2 inches
6. Mattress cover snagging or pilling, or damage caused due to improper care or removal of cover (removal of mattress cover may void mattress warranty)
7. Zipper damage related to removal of mattress cover is not covered
8. Mattress handles are designed to help make minor adjustments to the mattress on a bed frame or foundation only and are not covered under this warranty. If using handles to make adjustments be sure to use at least two people and a combined four handles (two on each side). Do not use the handles to move or carry the mattress—doing so could damage or tear the handles, cover, or border fabric, and is not covered under this warranty.
9. Mattress damage caused by inadequate frame, foundation or support system
 - i. See *Subsection 1: Frame/Foundation Requirements*
10. Minor imperfections and/or cosmetic flaws
11. Mildew or mold occurring after use of the mattress, unless reported to Purple within 30 days of original purchase date of the mattress
12. Mattress damage caused by abuse or neglect, including, but not limited to, the following:
 - i. Tears, stains, odors, unsanitary conditions, folds, footprints, burns, cuts, or signs of jumping on the bed, rodents, insect damage or other infestation, damage from liquids or gels or blood or bodily fluids or other fluids, or damage from weather or sun exposure. Purple highly recommends the use of a stretchy, breathable mattress protector at all times to protect your mattress and preserve your warranty rights.

SUBSECTION 1: FRAME/FOUNDATION REQUIREMENTS

1. A proper bed frame must provide sturdy support for the mattress, users, and foundation, include a center support, and have at least 5-6 legs for Queen, King and Cal King, and 4 legs for Twin and Full mattresses.
2. 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. If using a slatted bed frame with no additional foundation, slats must be no more than 3.5 inches apart. Purple branded bed frames are approved.
3. Adjustable base tested to 750 lbs. weight capacity. Must use 2 TXL adjustable bases with King sizes of Rejuvenate™, RejuvenatePlus®, RejuvenatePremier®, and RejuvenateUltimate™. Purple branded adjustable bases are approved.
4. Flat foundation must be firm, flat non-spring construction. Must be placed on a bed frame. Can NOT be used directly on the floor. If constructed with slats, must be no more than 3.5 inches apart. Purple branded flat foundations are approved.

INITIATING A WARRANTY CLAIM

You can start your warranty claim by clicking [here](#) or by calling our Customer Care at 1-888-848-8456. Additional contact information can be found under the contact section at purple.com. Contact information may change from time to time, and Purple's then-current website may be consulted for latest contact information.

If you purchased your Purple mattress from one of our authorized retailers, please first contact that retailer to discuss/initiate a warranty claim. If the authorized retailer cannot be reached, please contact Purple's Customer Care as outlined above.

Before proceeding with your warranty claim, please note the following requirements/items needed in conjunction with initiating a claim:

- Proof of purchase
 - Your Purple order number can be found in the order confirmation email you received at time of purchase. It should look like one of these examples – 4600123456, CT123456, or #N123456. If you didn't purchase your mattress directly from Purple you'll need to provide proof of purchase, such as a receipt, showing you as original purchaser and date of purchase.
- Law tags
 - Mattress law tags, usually sewn into the head or foot of bed, must be intact for Purple or its third-party providers to process a warranty claim
- Photos or videos showing defect or warranty issue
- Photos or videos showing overall condition/cleanliness of mattress
- Proof of proper mattress support system
 - Purple will require you to provide proof of your consistent use of a sufficient foundation and frame since purchase of the mattress before this warranty will apply

PRODUCT UPGRADES IN CONJUNCTION WITH WARRANTY REPLACEMENT

Approved warranty claims are eligible for upgrade to a more luxurious model or a larger size, provided that purchaser pays the difference between their current purchased model and the upgraded mattress model, in addition to any transportation costs associated with the exchange/upgrade.

ADDITIONAL LIMITATIONS TO WARRANTY COVERAGE

EXPRESS LIMITATIONS

(1) ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY;

(2) PURPLE SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS WARRANTY OR RESULTING FROM THE USE OF ANY MATTRESS, COVER, FOUNDATION, FRAME, PILLOW, TOP-

OF-BED PRODUCT (SUCH AS COMFORTERS, SHEETS, MATTRESS PROTECTORS OR BLANKETS) OR ACCESSORY. REPLACEMENT OR REPAIR AS SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY;
(3) THIS WARRANTY APPLIES TO THE MATTRESS AND NOT TO ANY ACCESSORIES OR OTHER PRODUCTS ASSOCIATED WITH THE MATTRESS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

THE WARRANTY IS VOID IF

(1) THE MATTRESS IS NOT USED FOR NORMAL IN-HOME, CONSUMER USE;
(2) THE MATTRESS IS RESOLD OR DONATED BY THE ORIGINAL PURCHASER;
(3) THE PRODUCT IS USED OUTSIDE THE USA (there may be a separate warranty for non-U.S. products, but be advised that it may not be from Purple);
(4) THE MATTRESS IS USED BY A MEDICAL PATIENT;
(5) IF THE MATTRESS IS NOT USED ON FIRM, SOLID-SURFACE, NON-SPRING FOUNDATION OR ADJUSTABLE BED BASE THAT IS STRUCTURALLY CAPABLE OF SUPPORTING THE WEIGHT OF PURCHASER'S PURPLE MATTRESS AND USER(S) FROM THE DATE OF DELIVERY ONWARD TO THE DATE OF THE WARRANTY CLAIM WITHOUT INTERRUPTION. 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 YOU AS PURCHASER USE INAPPROPRIATE FOUNDATIONS, BOX SPRINGS, ADJUSTABLE BED BASES, OR BED FRAMES WITH THE MATTRESS (FOR DETAILS PLEASE REFER TO SUBSECTION 1 BELOW), SUCH USE WILL VOID THIS LIMITED WARRANTY.

PURPLE MAY REQUIRE A 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. PURPLE MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE REQUIRED STRUCTURAL INTEGRITY OR RATED LOAD FOR ANY FRAME, FOUNDATION, OR ADJUSTABLE BASE NOT MANUFACTURED BY OR FOR PURPLE. PURPLE RESERVES THE RIGHT TO INVALIDATE THIS LIMITED WARRANTY IF THE FOUNDATION IS DETERMINED, IN PURPLE'S REASONABLE DISCRETION, TO BE INADEQUATE OR IF THE MATTRESS IS FOUND TO BE IN AN UNSANITARY CONDITION.

(6) THE MATTRESS IS NOT USED BUT RATHER IS STORED (WHETHER LONG OR SHORT TERM) IN ANY ORIENTATION;
(7) IF PURPLE DETERMINES IN ITS REASONABLE DISCRETION THAT THE MATTRESS HAS BEEN DAMAGED, ABUSED, OR NEGLECTED;
(8) IF THERE ARE LIENS OR ENCUMBRANCES AGAINST THE MATTRESS;
(9) IF THE WARRANTY PROCESS BELOW, AND AS COMMUNICATED THROUGH EMAIL DURING THE WARRANTY PROCESS, IS NOT FOLLOWED

Purple's Terms and Conditions, including the Arbitration Clause and Class Action Waiver, apply to all warranty claims and can be found [here](#).