

Warranty Description

10-Year Tempur-Pedic® Mattress and Flat Foundation Limited Warranty

I. WARRANTY DESCRIPTION

THIS LIMITED WARRANTY CONTAINS BINDING JAMS ARBITRATION CLAUSE AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS OTHERWISE SPECIFIED. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS, WHICH ALSO DESCRIBE YOUR RIGHT TO OPT-OUT.

Please see our website <https://www.tempurpedic.com/customer-service/warranties/> for specific details on warranty claim dispute resolution including binding arbitration and class action waiver.

This Limited Warranty applies to any new Tempur-Pedic flat, non-adjustable foundation and/or Tempur-Pedic mattress (individually, a “Product” or “Covered Product,” and collectively, “Products” or “Covered Products”) purchased in the United States from Tempur-Pedic (“we” or “us”) or its authorized retailers. Tempur-Pedic provides this Limited Warranty to you, as the original purchaser of the Covered Product (“you,” “your” or “purchaser”); it is not transferable to anyone who subsequently purchases the product from you. Your purchase of a Tempur-Pedic mattress and/or flat foundation product indicates acceptance of the Limited Warranty terms. This Limited Warranty gives you as the purchaser specific legal rights, and you may also have other rights, which may vary from state to state.

II. HOW LONG WILL THE WARRANTY LAST?

Tempur-Pedic warrants that, for ten (10) years from the date of purchase as shown on your sales receipt (the “Limited Warranty Period” or the “Warranty Period”), the Covered Product(s) will be free from defects in materials and workmanship under normal use.

III. WHAT WILL TEMPUR-PEDIC DO? WHAT IS AND IS NOT COVERED?

During the Warranty Period, Tempur-Pedic will, at no additional charge to you (except as indicated), offer a repair or replacement for defective Covered Products. TEMPUR-PEDIC’S RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT, AT TEMPUR-PEDIC’S OPTION, SUBJECT TO THE LIMITATIONS DESCRIBED IN THIS LIMITED WARRANTY.

All exchanged parts and Products replaced under this warranty will become the sole property of Tempur-Pedic.

This Limited Warranty is valid only in connection with the original purchase of new Covered Products directly from Tempur-Pedic or from authorized retailers. 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 expressly authorized by Tempur-Pedic to sell Products directly to original purchasers. An individual or entity that purchases the product with the intent to resell the product is an “unauthorized reseller,” and mattresses and/or foundations purchased by or from such individual or entity will not be eligible for coverage under the Limited Warranty.

This Limited Warranty does not apply to expendable parts, or to floor models or demonstration samples (except as specifically provided in the “Mattress Demonstration Samples and Floor Models” section), or to products sold by unauthorized resellers, including, without limitation, unauthorized resellers on third-party websites. If a 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 Tempur-Pedic retailer and purchaser is eligible to make a valid claim under this Limited Warranty.

Tempur-Pedic undertakes no responsibility for the quality of the products except as provided in this Limited Warranty, and there are no warranties that extend beyond the description provided herein. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

A. 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 you as purchaser use inappropriate foundations, box springs, adjustable bed bases, or bed frames with the mattress (for details please refer to Subsection 1), such use will void this Limited Warranty.

Tempur-Pedic 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. Tempur-Pedic 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 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.

1. THIS LIMITED WARRANTY COVERS THE FOLLOWING ITEMS DURING NORMAL MATTRESS WEAR:

a. Deterioration causing the mattress to have a visible indentation greater than three-fourths (0.75) of an inch (measured without applying weight or pressure to the mattress) that is not associated with an indentation or sag which results from physical abuse or damage to the mattress, use of an improper or unsupportive foundation or adjustable bed base, or other misuse of the mattress. 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 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. 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. If using a slatted frame with no additional foundation, the cross slats must measure to at least 3 inches wide and no more than 4 inches apart. Rounded bars or support beams and frames that do not meet our requirements would require a foundation to provide adequate support. Failure to have a proper bed frame may

invalidate the Limited Warranty. Inadequate bases include, but are not limited to plywood, bunkie boards, and plastic liners. 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 on a platform of untreated wood or untreated wood covered with fabric.

b. 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 Product Care Instructions found at tempurpedic.com).

c. Any manufacturing defect in the zipper assembly of the mattress cover.

2. THIS LIMITED WARRANTY DOES NOT COVER:

a. A normal increase in softness or decrease in firmness of the TEMPUR® pressure-relieving material because that does not affect the pressure-relieving qualities of the mattress.

b. Comfort preference. For example, changes in how the mattress feels to you, changes in the perceived level of firmness or softness, changes in responsiveness or “bounce” of the mattress, or any other personal “feel” characteristic is not covered by the Limited Warranty.

c. Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains. This Limited Warranty does not cover damage, deterioration or degradation of the mattress due to liquid exposure, either singularly or over time, including, but not limited to: bodily fluids, beverage spills, animal waste, cleaning products, or any other liquid or moisture exposure.

d. Damage associated with an improper bed frame, foundation, or adjustable base. See previous description of a proper bed frame.

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

f. Floor models or demonstration samples sold at a discount (except as specifically provided in the “Mattress Demonstration Samples and Floor Models” section).

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

h. 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.

i. Odors.

j. Mildew or mold occurring after use of the mattress, unless discovered within 30 days of purchase of the mattress.

k. Damage caused by other actions or events beyond Tempur-Pedic’s reasonable control, such as failure to follow the Product Care Instructions (found at tempurpedic.com).

B. MATTRESS DEMONSTRATION SAMPLES AND FLOOR MODELS

Mattress demonstration samples and floor model(s) (“Demos” and/or “Floor Models”) are covered by a 10-year Limited Warranty starting 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 warrantied or guaranteed. Subject to the preceding sentence, during the Limited Warranty Period, Demos and Floor Models 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 a model similar to the discontinued item (or any upgraded item) less the amount paid by the original purchaser for the demo or floor model product.

C. MATTRESS COVER

Purchaser must continuously use the Mattress Cover (“Cover”) that comes on your mattress to be eligible for the 10-year Limited Warranty.

If removable, the Cover (except for Demo or Floor Model covers) initially provided for the Tempur-Pedic product is warrantied for ten (10) years from the date of purchase against faults in material or workmanship. Cover pilling is not covered by this Limited Warranty. Tempur-Pedic may, at its own option, repair or replace the cover provided on the mattress. In the event that Tempur-Pedic replaces the 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. Tempur-Pedic will ship the replacement cover to the purchaser. The purchaser is then responsible for removing the defective cover and putting the replacement cover on the mattress.

D. 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. If purchaser uses inappropriate mattresses or bed frames with this foundation, such use will void this Limited Warranty. 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.

1. THIS LIMITED WARRANTY COVERS THE FOLLOWING ITEMS DURING NORMAL WEAR:

a. Structural damage or broken components.

b. Squeaks or rattles originating from the foundation.

c. Sagging that is not associated with use of an improper bed frame and does not result from physical abuse or damage to the foundation, or other misuse of the foundation.

2. THIS LIMITED WARRANTY DOES NOT COVER:

a. Structural damage from using an improper bed frame.

b. 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.

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

d. Floor models or demonstration samples sold at a discount (except as specifically provided in the “Foundation Demonstration Samples and Floor Models” section).

e. Product sold by resellers who are not authorized Tempur-Pedic retailers.

f. 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.

g. Mildew or mold occurring after use of the foundation, unless discovered within 30 days of purchase of the foundation.

h. Damage caused by other actions or events beyond Tempur-Pedic’s reasonable control.

E. FOUNDATION DEMONSTRATION SAMPLES AND FLOOR MODELS

Demonstration samples and floor model(s) of a Tempur-Pedic flat, non-adjustable foundation are covered by 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 warrantied or guaranteed. During the Limited Warranty, Demos and Floor Models 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 a model similar to the discontinued item (or any upgraded item) less the amount paid by the original purchaser for the demo or floor model product.

IV. HOW TO RECEIVE WARRANTY SERVICE AND REPLACEMENTS

To receive service and/or replacements under this Limited Warranty, please contact Tempur-Pedic at <https://www.tempurpedic.com/customer-service/warranties/> or 1-800-821-6621 within the Warranty Period and as soon as possible after discovery of a suspected defect, and provide: (a) copies of the relevant receipt(s); (b) a statement describing the damage; and (c) photographs showing the suspected damage, or recordings establishing rattling/squeaking or other noise complaints. Discovery is defined as the point in time when the suspected damage was discovered, or should have been discovered, by you. From the date a potential claim is detected, you must take all reasonable steps to protect the Product(s) from further damage and all reasonable steps to mitigate potential losses caused by the suspected damage.

Tempur-Pedic reserves the right to inspect the Product(s) prior to any authorization of any replacement, refund or other remedy under this Limited Warranty and may investigate and/or deny warranty claims that it determines are not covered for any reason under the terms and conditions of this Limited Warranty, or that it determines are false, noncompliant, duplicate, fraudulent, or suspicious, or otherwise problematic. Failure to provide requested information in support of your claim may result in denial of your claim. Repetitive warranty claims will not be honored. If Tempur-Pedic requires

an inspector visit, the purchaser will be responsible for paying the inspection fee up front. If the damage is found to be covered under the warranty, Tempur-Pedic will reimburse the purchaser for that amount. If the damage is not covered under the warranty, purchaser will be responsible for that fee.

Tempur-Pedic will not charge purchaser to repair or replace purchaser’s Covered Product if it is deemed defective during the term of this 10-year Limited Warranty, but any associated transportation costs are purchaser’s responsibility (except to the extent applicable law requires Tempur-Pedic to pay for such costs). In no event, however, will the transportation costs exceed Tempur-Pedic’s standard freight charges at the time of replacement.

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. If you do not surrender the original product, then you will be charged the full price of your replacement mattress.

The Limited Warranty for any replacement Product will run from the date of original purchase of the replaced Covered Product. The replacement will not be provided with a new warranty. If the purchaser’s mattress or foundation model has been discontinued, then it will be replaced with a model similar to the discontinued item. The value of the replacement product is limited to the purchase price of the original purchase. If a purchaser elects to upgrade to a more expensive product in connection with the replacement of a product in compliance with the terms of this Limited Warranty, it may do so by paying the difference between the cost of the original product and the more expensive product. In the event of such an upgrade, a new warranty will be provided for the upgraded piece(s) only.

V. LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND TEMPUR-PEDIC’S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. TEMPUR-PEDIC’S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT.

TEMPUR-PEDIC EXPRESSLY DISCLAIMS, AND SHALL NOT BE LIABLE FOR, INCIDENTAL, DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, CAUSED BY, RESULTING FROM, RELATING TO, ARISING OUT OF, OR IN CONNECTION WITH USE OF THE PRODUCT

OR FAILURE OF THE PRODUCT, ANY BREACH OF THIS WARRANTY OR ANY NEGLIGENCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE REPAIR, REPLACEMENT, OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN.

THIS LIMITATION APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS WARRANTY AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION CANNOT BE WAIVED OR AMENDED BY ANY PERSON. TEMPUR-PEDIC IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE REGARDLESS OF: (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT TEMPUR-PEDIC OR AN AUTHORIZED REPRESENTATIVE OF TEMPUR-PEDIC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

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.

Please retain this Limited Warranty and your sales receipt (your original proof of purchase) for at least ten (10) years from the date of purchase. Please contact your Tempur-Pedic authorized retailer or contact Tempur-Pedic at <http://www.tempurpedic.com> or 1-800-821-6621 if you have any questions about this Limited Warranty.

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