



# TEN YEAR FULL REPLACEMENT LIMITED WARRANTY

Effective March 1, 2014



## Rest Easy

Your new Tempur-Pedic® mattress and flat foundation are covered by a 10 Year Full Replacement Limited Warranty. For 10 years after you purchase your new mattress or foundation from Tempur-Pedic or an authorized Tempur-Pedic Retailer, when it has a defect covered under the warranty, we will replace or repair it. This includes all parts of the mattress and foundation, and there's no deductible. The details of this warranty, and some limitations, are provided in the complete Warranty Description on the following pages.

## Warranty Description

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 Management, 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. 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 of the original product purchased. 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” (except as specifically provided herein) 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 PURCHASER IS THE ORIGINAL PURCHASER AND 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. THEREFORE, 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 and foundation.
  - A proper bed frame must provide sturdy support for both the mattress 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 for 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 or on a waterbed 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 (See separate warranty for demos and floor models).
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 of "first quality", or has previously been purchased or used by another consumer.

## Product 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 pump, hose or 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 pump, hose or remote is deemed defective, Tempur-Pedic may, at Tempur-Pedic's choice, repair or replace such component. In the event that repair is necessary, such repair will be at no charge to the Purchaser except for transportation costs associated with such repair or replacement. 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.

## Demonstration Samples and Floor Models

Except as otherwise provided herein regarding the pump, hose or remote provided with, or contained within, a Tempur-Pedic product, demonstration samples ("demos") and floor model(s) will enjoy a 10 year limited warranty determined not by the original purchase receipt date but by the "date of manufacture" on the law tag. However, except for verifiable 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 purchase for the demo or floor model. If the demo or floor model product has been discontinued then the 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.

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 appropriate percentage of 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 Tempur-Pedic 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 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.

## **Demonstration Samples and Floor Models**

Except as otherwise provided herein regarding the pump, hose or 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 determined not by the original purchase receipt date but by the "date of manufacture" on the law tag. However, except for verifiable 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 purchase for the demo or floor model. If the demo or floor model product has been discontinued then the 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.

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.

### **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.**

### **BINDING ARBITRATION AND CLASS ACTION WAIVER FOR U.S. RESIDENTS**

- (a) This section applies to any dispute except it does not include a Dispute relating to the enforcement or validity of your, Tempur-Pedic's, or any of our licensors' intellectual property rights. "Dispute" means any dispute, action, or other controversy between you and Tempur-Pedic concerning your TEMPUR-PEDIC mattress or this warranty, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.
- (b) In the event of a dispute, you or Tempur-Pedic must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Tempur-Pedic Management, LLC, ATTN: Office of General Counsel, 1000 Tempur Way, Lexington, KY 40511. Tempur-Pedic will send any Notice of Dispute to You by U.S. Mail to Your address if we have it or to your e-mail address if we have it. You and Tempur-Pedic will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Tempur-Pedic may commence arbitration.
- (c) You may also litigate any dispute in small claims court in your county of residence or Fayette County, Kentucky if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
- (d) If you and Tempur-Pedic do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- (e) Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither You nor Tempur-Pedic will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in

which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

- (f) Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules applying U.S. Federal Rules of Procedure and U.S. Federal Rules of Evidence. The AAA Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see [www.adr.org](http://www.adr.org) or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in Fayette County, Kentucky. Tempur-Pedic agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.
- (g) Tempur-Pedic will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses as provided below. If you reject Tempur-Pedic's last written settlement offer made before the arbitrator was appointed ("Tempur-Pedic's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Tempur-Pedic's last written offer, Tempur-Pedic will give you three incentives: (i) pay the greater of the award or \$5,000; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Tempur-Pedic agree on them. For purposes of this limited warranty, an email shall be considered a written communication.
- (h) In any arbitration you commence, Tempur-Pedic will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Tempur-Pedic commences, Tempur-Pedic will pay all filing, AAA, and arbitrator's fees and expenses. Tempur-Pedic may also seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- (i) This warranty governs to the extent it conflicts with AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.
- (j) To the extent permitted by law, any claim or dispute under this Limited Warranty must be filed within one year in small claims court, an arbitration proceeding, or in court, if so permitted herein. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.
- (k) If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this section is found to be illegal or unenforceable, that provision will be severed with the remainder of this section remaining in full force and effect.

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.

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](mailto:customer.service@tempurpedic.com).

PLEASE RETAIN THIS LIMITED WARRANTY AND ORIGINAL PROOF OF PURCHASE FOR AT LEAST 10 YEARS FROM YOUR DATE OF PURCHASE.



### **For Questions or to File a Warranty Claim**

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](mailto:customer.service@tempurpedic.com).

