

# PILLOW, CUSHIONS AND COMFORT PRODUCTS: LIMITED WARRANTY

TEMPUR-Canada warrants that your Tempur-Pedic® pillow or any Cushions and Comfort Product will be replaced or repaired at our option, due to faulty workmanship or material defects during the applicable Limited Warranty period; specifically subject to the limitations contained herein. This Limited Warranty starts from the time of the product purchase.

It is understood that this limited warranty does not apply to instances of normal wear and tear and does not include or cover a normal increase in softness of the TEMPUR® material or a decrease in the slow recovery feature – aspects of which do not affect the qualities of the Tempur-Pedic® product. It does cover any deterioration in the cell-structure of the material that causes the product to not return to its original shape. It also covers any physical flaw in the product that causes the material to split or crack despite normal usage and proper handling. For any removable covers please see instruction below.

All limited warranties contained herein shall not apply if the product or cover have been physically damaged, burned, cut, torn, are abnormally soiled or unsanitary. This limited warranty is valid only with the original receipt. TEMPUR-Canada will cover all associated costs to replace the defective product to the original retailer. Except where prohibited by applicable law, any additional transportation costs are the responsibility of the purchaser. If you have any questions or concerns, contact the Tempur-Pedic® authorized retailer where the product was purchased. This limited warranty gives you specific legal rights.

**Length of Warranty:** Your limited warranty protects you from the day you purchase your new product or cover. In the event that we repair or replace your product or its cover, the warranty will not be renewed or extended (except as may be required by applicable law), but will continue from the original date of purchase. This Limited Warranty may be in addition to other specific legal rights you may have. You may have greater rights existing under legislation in your jurisdiction. Where any term of this warranty is prohibited by such laws, it shall be null and void, but the remainder of this warranty shall remain in effect.

The removable terry-velour pillow covers are warranted for two (2) years against faults in material or workmanship. All limited warranties contained herein shall not apply if the Tempur-Pedic® Pillow, Cushion or Comfort Product has been physically abused, damaged, burned, cut or torn. Except where prohibited by applicable law, this limited warranty is valid only to the original purchaser of the product. TEMPUR-Canada will cover all associated costs to replace the defective cover to the original retailer. Except where prohibited by applicable law, any additional transportation costs are the responsibility of the purchaser.

Please see the list below for the exact length of the warranty applicable to your Tempur-Pedic® product:

- TEMPUR-Align™ ProHi, ProMid, ProLo – 5 years
- TEMPUR-Adapt™ Back and Stomach Sleeper, Side Sleeper – 5 years
- TEMPUR-Down™ Adjustable Support Pillow – 5 years
- TEMPUR-Cloud™ Soft & Lofty, TEMPUR-Cloud Soft & Conforming — 5 years
- TEMPUR-Contour™ Side-to-Side, TEMPUR-Contour Side-to-Back — 5 years
- TEMPUR-Essential — 5 years
- All other Tempur-Pedic® pillows — 3 years
- All Tempur-Pedic® Cushions and Comfort Products — 3 years
- All Removable Terry-Velour Covers — 2 years

An “original purchaser”, for the purposes of this limited warranty, is an individual or entity who purchases the product directly from TEMPUR-Canada or an authorized retailer/dealer of TEMPUR-Canada with the intent to use the product for personal consumer use and not with the intent to resell the product. 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 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” and “with all faults.” IF THE PURCHASE OF THE PRODUCT WAS NOT DIRECTLY FROM TEMPUR-Canada, PROOF OF PURCHASE WILL BE REQUIRED TO DEMONSTRATE THAT PURCHASER IS THE ORIGINAL PURCHASER AND ELIGIBLE TO MAKE A VALID CLAIM UNDER THIS LIMITED WARRANTY.**

PLEASE RETAIN THIS WARRANTY, ALONG WITH YOUR ORIGINAL PURCHASE RECEIPT FOR YOUR TEMPUR-PEDIC WARRANTY TO REMAIN VALID.

THIS WARRANTY IS VALID FOR CONSUMER, NOT COMMERCIAL USE.