

LEGACY TEMPUR-PEDIC MATTRESS: 25-YEAR LIMITED WARRANTY

MATTRESS

TEMPUR-Canada warrants that your Tempur-Pedic® mattress will be replaced or repaired, at our option, due to faulty workmanship or material defects during the 25 year period of this Limited Warranty 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 or tear and does not include issues concerning any increase in the 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. This warranty also does not apply if the mattress has not been properly supported as provided in these materials.

In addition, TEMPUR-Canada warrants that it will cover all associated costs to replace the defective product to the original dealer excluding transportation costs. Except where prohibited by applicable law, any additional transportation costs are the responsibility of the purchaser.

If the identical mattress, or its various component materials, is not available at the time of repair or replacement, TEMPUR-Canada reserves the right to substitute models or materials of comparable quality, including the substitution of like quality of any cover fabric or ticking.

Certain Tempur-Pedic® mattress models are equipped with a removable/washable cover. These covers have a warranty of two (2) years against faults in material or workmanship and are otherwise specifically excluded from the scope of this 25 year Limited Warranty. In the event that such cover is replaced due to warranty coverage, TEMPUR-Canada reserves the right to substitute a cover of comparable quality, one that is not identical to that initially provided with the product.

Length of Warranty: Your Limited Warranty protects you from the day you purchase your new mattress. In the event that we repair or replace your mattress or its cover, the Limited 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 limited warranty is prohibited by such laws, it shall be null and void, but the remainder of this limited warranty shall remain in effect.

Coverage over the Years:

Year 1 through 10 – Full Coverage

During the first ten (10) years of this warranty, TEMPUR-Canada will not charge the purchaser to repair or replace the mattress if it is deemed defective, but any transportation costs associated with repairs or replacements are purchaser's responsibility. No new warranty is provided with a replacement mattress. The warranty for the replacement mattress runs from the date of original purchase.

In connection with the replacement of a product in compliance with the terms of this limited warranty during years 1-10, 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.

Year 11 through 25 – Prorated Coverage

During years 11 through 25 of this warranty, TEMPUR-Canada will, based upon our required criteria and claim process, either repair the mattress at a handling cost to you, or replace the mattress at a prorated charge to you. If TEMPUR-Canada replaces the mattress, the prorated replacement charge will depend on when the mattress is replaced. If the mattress is replaced in the eleventh year, the prorated charge will be fifty (50) percent of the original purchase price. If the mattress is replaced after the eleventh year, but before this warranty expires, the prorated charge will increase by five (5) percent for each subsequent year of the prorated period to a maximum prorated charge of 95% (i.e., 55% of the original purchase if replaced during year twelve; 60% of the original purchase price if replaced during year thirteen, etc.) If the mattress is replaced in year 21 or any point thereafter prior to expiration of the limited warranty, the prorated replacement charge the purchaser pays will be the same as if the mattress was replaced in year 20. If you pay the replacement charge required in connection with a claim made during the prorated coverage period, the existing warranty will continue to cover the replacement mattress for the balance of the 25 year limited warranty period and no further prorated costs for any additional approved warranty claims made against the replacement mattress will be required.

Demos and Floor Models

Demonstration samples ("demo(s)") and floor model(s) will enjoy a 25 year 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 and except as may be required by applicable law, 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 first ten (10) years of this limited warranty, "demo or floor model" products purchased at a discount will be repaired by TEMPUR-Canada at no charge to the purchaser or will be replaced for a charge equal to the cost of the replacement mattress less the amount paid by the original purchase for the demo or floor model. All transportation costs will be the responsibility of the purchaser. 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. During years eleven (11) through twenty-five (25) of this limited warranty, “demo or floor model” products purchased at a discount will be repaired by TEMPUR-Canada at no charge to the purchaser or replaced at a prorated charge to purchaser based on the replacement cost less a percentage of the discounted amount the original purchaser paid for the products plus transportation costs. If TEMPUR-Canada replaces the mattress, the prorated replacement charge purchaser pays will depend on when the mattress is replaced and the amount the original purchaser paid for the product.

If the mattress is replaced during the eleventh year of this limited warranty, the prorated replacement charge purchaser pays will be the difference between full replacement value less fifty (50) percent of the actual discounted price paid by the original purchaser. Example: If the Product’s replacement cost is \$2000 and the original purchase price paid by the original purchaser was \$600, then the cost to replace the product in year 11 would be $\$2000 - (\$600 \times 50\%) = \$1700$.

If the mattress is replaced after the eleventh year but before this limited warranty expires, the prorated percentage of the original purchase price subtracted from the replacement cost would decrease by five (5) percent for each subsequent year of the prorated period (i.e., 45% of the original purchase price if replaced during year twelve; 40% of the original purchase price if replaced during year thirteen, etc.) to a minimum of 5% of the original price being subtracted from the replacement cost. Example: If the demo or floor model product’s replacement cost is \$2000 and the original purchase price paid by the original purchaser was \$600, then the cost to replace the product in year 12 would be $\$2000 - (\$600 \times 45\%) = \$1730$. If the demo or floor model product’s replacement cost is \$2000 and the original purchase price paid by the original purchaser was \$600, then the replacement charge for the product in year 21 through 25 would be $\$2000 - (\$600 \times 5\%) = \$1970$. If you pay the replacement charge required in connection with a claim made during the prorated coverage period, the existing warranty will continue to cover the replacement mattress for the balance of the 25 year limited warranty period and no further prorated costs for any additional approved warranty claims made against the replacement mattress will be required.

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.

If removable, the cover (except for demo or floor model covers) for the mattress is warranted for two (2) years from the date of purchase against faults in material or workmanship. If TEMPUR-Canada 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.

Important Notes: Except where prohibited by applicable law, in order for your warranty to be valid you must:

1. Be the original purchaser, and have purchased through an authorized Tempur-Pedic® dealer.
2. Provide a copy of the original store receipt. (Please note that credit card receipts are not considered a valid proof of purchase.)
3. Have a copy of your original warranty.

4. This Limited Warranty is valid only in connection with the original purchase of new products 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-Canada or an authorized retailer 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 THIS MATTRESS 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.**

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-Canada at the time of replacement.

TEMPUR-CANADA 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.

PLEASE RETAIN THIS WARRANTY, ALONG WITH YOUR ORIGINAL PURCHASE RECEIPT, FOR YOUR TEMPUR-PEDIC® WARRANTY TO REMAIN VALID. If you have any questions or concerns, contact the Authorized Tempur-Pedic® Retailer where you purchased your Tempur-Pedic® product for instructions as to proceeding. THIS LIMITED WARRANTY IS VALID ONLY IN INSTANCES OF CONSUMER USE AND DOES NOT APPLY TO USE OF PRODUCT IN ANY COMMERCIAL SETTING.

The Tempur-Pedic® Warranty covers only the following items during normal wear:

- Body Impression that measures 0.75" (1.9 cm) or greater, this only applies if the mattress has been continuously supported by a matching foundation and is used with an appropriate frame and centre support (See photos of acceptable frames/bases for more details)
- Pilling under the inner lining
- Shifting
- Delaminating

- Foam Collapsed/No more Density
- Stitching on the cover
- Cracking of the TEMPUR® material

The Tempur-Pedic® Warranty does not cover items such as:

- A normal increase in the softness of the TEMPUR® material or a decrease in the slow recovery feature – aspects which do not affect the qualities of the mattress
- Body Impressions that measure less than 0.75" (1.9 cm)
- Fabric stains, soiling, burns, cuts, or tears that are not evident at the time of delivery
- Transportation and inspection costs issued by the authorized dealer
- Mould or mildew
- Damage to the mattress or cover due to physical abuse
- Torn positioning handles
- Pilling above the inner lining
- Temporary manufacturing smell
- Comfort preference

Acceptable Frames and Bases for Tempur-Pedic® 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 THIS 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-Canada 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-Canada reserves the right to invalidate this limited warranty if the foundation is determined, in TEMPUR-Canada's reasonable discretion, to be inadequate or if the mattress is found to be in an unsanitary condition.



Tempur-Pedic Approved Foundation



Metal Frames with adequate centre support for Queen & King mattresses to be paired with a Tempur-Pedic approved foundation



Tempur-Pedic Approved adjustable base



Slat bases - no more than 2" (5.08 cm) between slats



Platform bases - provide solid flat surface

Caring for your Tempur-Pedic® mattress

DO

- Use an acceptable frame/base as illustrated above
- Allow your new sleep set to “air” upon removal from its plastic packaging as there will likely be a temporary manufacturing smell present
- Allow your body time to adjust to the unique feeling of your new Tempur-Pedic® mattress
- Keep your bedding clean
- Use a TEMPUR-Canada Approved mattress protector, which further protects your investment
- Replace the foundation upon purchase of your new mattress to provide proper support
- Allow the mattress time to acclimatize to room temperature before moving
- Follow the ‘Use and Care’ instructions for cleaning a removable/washable cover
- Be sure to keep your original sales receipt and this warranty. Failing to do so will void your warranty.

DON'T

- Use dry cleaning fluid of any type on your mattress. This includes products such as Febreze®
- Flip the mattress
- Place your Tempur-Pedic® mattress in constant direct sunlight
- Use the positioning handles to carry the mattress
- Use electric blankets, heating pads, or hot water bottles
- Allow your mattress to get wet. The moisture will affect the integrity of the Tempur-Pedic® material
- Pair a Tempur-Pedic® mattress with a Waterbed frame, or a Murphy frame
- Store upright

In the event that a warranty issue arises, please contact the original dealer of purchase to facilitate a claim.

PLEASE RETAIN YOUR ORIGINAL PURCHASE RECEIPT FOR YOUR TEMPUR-PEDIC WARRANTY TO REMAIN VALID.

THIS WARRANTY IS VALID ONLY IN INSTANCES OF CONSUMER USE AND DOES NOT APPLY TO USE OF PRODUCT IN A COMMERCIAL SETTING.