

TEMPUR-PEDIC MATTRESS OVERLAY: 5-YEAR LIMITED WARRANTY

TEMPUR-Canada warrants that it will, at TEMPUR-Canada's option, replace or repair purchaser's product if it is defective due to faulty workmanship or materials, subject to the limitations described in this warranty.

This warranty does not include a normal increase in softness of the TEMPUR[®] pressure-relieving material which does not affect the pressure-relieving qualities of the product.

This warranty covers:

- any physical flaw in the product that causes the material to split or crack despite normal usage and proper handling; and
- deterioration of the cell-structure of the material that causes the product to not return to its original shape.

During the five (5) years of this warranty, TEMPUR-Canada will at its option, repair or replace the product, at a handling cost to the purchaser.

If available, the cover for the product is warranted for one (1) year from the date of purchase against faults in material or workmanship. If TEMPUR-Canada replaces the cover for the product, TEMPUR-Canada will replace it with the current style of cover available, which may be a different cover or material than the original cover.

If the product or cover is physically abused, damaged, burned, cut or torn, this warranty is void.

This limited warranty is valid only in connection with the original purchase of new products from TEMPUR-Canada or a TEMPUR-Canada authorized retailer 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. Neither unauthorized resellers nor purchasers from unauthorized resellers are "original purchasers" for the purpose of this limited warranty. If a purchaser is not an "original purchaser," the purchaser takes the product "AS IS" and "with all faults." IF THE PURCHASE OF THIS BED FRAME 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.

In the event a warranty claim is filed and a warranty replacement is deemed necessary, purchaser may be required to surrender the original product to TEMPUR-Canada prior to the replacement.

You may contact TEMPUR-Canada's Customer Service Department by calling toll-free 1-800-887-43211 or by sending an email to inquiries.ca@tempurpedic.com.

This warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary from province to province.

PLEASE RETAIN THIS WARRANTY AND ORIGINAL PROOF OF PURCHASE FOR AT LEAST 5 YEARS FROM THE DATE OF PURCHASE FROM TEMPUR-CANADA OR AN AUTHORIZED TEMPUR-CANADA RETAILER.