

TEMPUR-FIT MATTRESS PROTECTOR: 10-YEAR LIMITED WARRANTY

TEMPUR-CANADA warrants that your TEMPUR-Fit® Mattress Protector will be repaired or replaced without cost to you, at our option, should the 100% waterproof sleeping surface be deemed defective due to faulty workmanship or material defects for the ten (10) year limited warranty period, from the date of purchase specifically subject to the limitations contained herein.

Protector Only Warranty

Important Notes: Subject to applicable law to the contrary, in order for your warranty to be valid you must:

1. Be the original purchaser, as this limited warranty is non-transferrable, and have purchased the TEMPUR-Fit® Mattress Protector through an authorized retailer located in Canada.
2. Provide a copy of the original store receipt. (Please note that credit card receipts are not considered a valid proof of purchase).

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.**

Do not return your mattress protector to the place of purchase

To process your claim, you must:

- Contact the original place of purchase to register your claim
- Confirm that proper laundering and care instructions have been followed
- Provide a copy of the original purchase receipt showing the purchase of the protector

Length of Warranty: Your limited warranty protects you from the day you purchase your TEMPUR-Fit® Mattress Protector. In the event that we replace your protector, 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 for the duration of ten (10) years.

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.

The TEMPUR-Fit® Mattress Protector Warranty covers only the following items due to normal wear:

- Delaminating of the protective coating
- Physical flaws to the protective coating
- Stitching at the seams

The TEMPUR-Fit® Mattress Protector Warranty is void if any of the following occur:

- Protector is bleached
- Protector is ironed
- Protector is dry cleaned

Mattress & Protector Warranty

Important Notes: Subject to applicable law to the contrary, in order for your warranty to be valid you must:

1. Be the original purchaser, as this limited warranty is non-transferrable, and have purchased the TEMPUR-Fit® Mattress Protector through an authorized retailer located in Canada.
2. Provide a copy of the original store receipt. (Please note that credit card receipts are not considered a valid proof of purchase).
3. YOUR PROTECTOR MUST BE PURCHASED ON THE SAME DAY AS YOUR MATTRESS FOR THE MATTRESS WARRANTY TO BE VALID.

THIS MATTRESS AND PROTECTOR LIMITED WARRANTY WILL BECOME VOID SHOULD ANY ATTEMPT BE MADE TO CLEAN THE MATTRESS OTHER THAN BY WIPING AWAY THE MATERIAL THAT HAS SOILED THE MATTRESS.

If a defect in your protector results in damage to your mattress, the claim is validated and falls within both the manufacturers limited warranty period on the mattress and the TEMPUR-Fit® Mattress Protector limited warranty period, this Mattress and Protector Limited Warranty will apply.

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- Provide a copy of the original purchase receipt showing the purchase of the protector

The TEMPUR-Fit® Mattress Protector warranty does not cover or apply to:

- Normal wear and tear
- Permeability of the skirting
- Commercial use
- Protectors that are abused or not handled per laundering instructions; protectors that are commercially laundered
- The sides of your mattress, foundation or box spring, linens, bed, or carpet
- Odours
- Normal everyday soiling
- Damage to the skirting from stretching or ripping – aspects which do not affect the protective nature of the cover
- Indelible stains or stains caused by non-food related grease, inks, nail polish, cosmetics, bleach, alcohol, dyes, solvents, or corrosives
- Damage by animals or insects
- Damage from hot or foreign objects

If you have any questions or concerns, please contact the Authorized Retailer Where you purchased your TEMPUR-FIT® Mattress Protector.

THIS WARRANTY IS NOT VALID FOR COMMERCIAL USE.