

TEMPUR-PEDIC UP LIMITED WARRANTY

TEMPUR-PEDIC NORTH AMERICA, LLC (“TEMPUR-PEDIC”) WARRANTS THAT IT WILL, AT TEMPUR-PEDIC’S OPTION, REPLACE OR REPAIR PURCHASER’S TEMPUR-Ergo™ Plus MODEL IF IT IS DEFECTIVE DUE TO FAULTY WORKMANSHIP OR MATERIALS, SUBJECT TO THE LIMITATIONS DESCRIBED IN THIS WARRANTY.

TEMPUR-PEDIC UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE GOODS EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF.

THIS WARRANTY APPLIES ONLY TO TEMPUR-Up™ FOUNDATION. THIS MODEL MAY BE IDENTIFIED BY REFERENCE TO THE SERIAL NUMBER ON THE PRODUCT.

YEARS 1 THROUGH 3: FULL COVERAGE OF PARTS AND LABOUR

TEMPUR-Up™ Foundation is warranted against defects in the workmanship or materials for a period of three (3) years from the warranty commencement date. During these first three years of the Warranty, the entire product is so covered, including factory supplied electronics, electrical components, drive motors and power supply components. Upon notice during the first through third year from the Warranty commencement date, Tempur-Pedic will send replacement parts to the Purchaser, at no cost, in order to replace any such defective part. In addition, Tempur-Pedic will pay all authorized labour and transportation costs associated with the repair or replacement of any parts which Tempur-Pedic determines to be defective. This three (3) year warranty shall not apply if the purchaser does not return any and all defective parts to Tempur-Pedic within 15 days of purchaser’s receipt of such replacement parts furnished. Return of the Base, however, should it need to be replaced, is not required.

In no instance will this Warranty cover any damage attributable to misuse or to normal wear and tear or to excessive weight placed upon the product. Nor will this Warranty cover any purchaser other than the original purchaser nor will it cover product purchased from an unauthorized third party. If you are not the original purchaser of this product, you take “as is” and “with all faults.” If you did not purchase this TEMPUR-Up™ Foundation directly from Tempur-Pedic we will require proof of purchase from you demonstrating that you are the original purchaser and are eligible to make a valid claim under this Warranty.

YEARS 4 THROUGH 5: FULL COVERAGE OF PARTS ONLY

Upon notice during the years four (4) and five (5) from the warranty commencement date, Tempur-Pedic will offer replacement parts for any defective parts to the purchaser. Factory supplied electronics, electrical components, drive motors and power supply components are included. This two (2) year warranty shall not apply if purchaser does not return any and all defective parts to Tempur-Pedic within 15 days of purchaser's receipt of replacement part. Purchaser shall bear all service, transportation, labour and shipping costs related to the delivery and/or replacement of the defective part.

BASE ONLY—YEARS 1 THROUGH 15 WARRANTY

Notwithstanding the above, Tempur-Pedic extends a 15 Year Warranty on the Base itself used in this product. Specifically, Tempur-Pedic warrants that for a full 15 years, any defect in the workmanship or the materials used in the Base itself shall be covered. The 15 year time span will be dated from the commencement of this Warranty. For purposes of this 15 Year Warranty, the Base consists of the wooden and metal structure of the Foundation and specifically excludes its cover, decking and legs, actuator lift motors, control box, remote controls, power supply, and any power supply cords. Return of the Base should it need to be replaced, is not required.

A proper bed frame must provide sturdy support for both the mattress and foundation. Tempur-Pedic highly recommends either:

1. leg accessories designed for TEMPUR-Up™ Foundation (provided by Tempur-Pedic at an additional cost)
2. a 3 bed beam support system (provided by Tempur-Pedic at an additional cost), OR
3. a support system of similar quality that is designed specifically to give slatted style bed frames additional structural support. For slatted style bed frames, it is incumbent upon purchaser to ensure that the frame utilized offers ample structural support for that particular slatted style frame.

Failure to have a proper bed frame may invalidate the Warranty. This Warranty and other performance warranties are based on tests conducted on "sets" that consist of our mattresses and foundations. Tempur-Pedic foundations should be placed on a bed frame that is structurally capable of supporting the weight of the purchaser's Tempur-Pedic mattress, foundation, and user(s). IF PURCHASER USES INAPPROPRIATE BED FRAMES WITH THIS FOUNDATION, SUCH USE WILL VOID THIS 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 proof of the quality of bed frame if purchaser makes a claim under this warranty. Tempur-Pedic reserves the right to invalidate this warranty if the foundation is found to be in an unsanitary condition.

The Consumer Product Safety Commission has created the Standard for the Flammability (Open Flame) of Mattress Sets in Federal Register 16 CFR Part 1633. Foundations are specified for use with particular mattresses and therefore use outside of these specifications, should not be construed as 16 CFR Part 1633 compliant.

ADDITIONAL TERMS AND CONDITIONS

In no instance will this Warranty cover any damage attributable to misuse or to normal wear and tear or to excessive weight placed upon the product. Nor will this Warranty cover any purchaser other than the original purchaser nor will it cover product purchased from an unauthorized third party. If you are not the original purchaser of this product, you take "as is" and "with all faults." If you did not purchase this Tempur-Pedic® TEMPUR-Up™ Foundation directly from Tempur-Pedic we will require proof of purchase from you demonstrating that you are the original purchaser and eligible to make a valid claim under this Warranty.

This Warranty does not include coverage for damage caused by the purchasers or by other users if the product has been used in a manner inconsistent with the operation and maintenance procedures outlined in the Complete Reference Guide, this Warranty, or any other applicable document published or approved by Tempur-Pedic. Nor does it include coverage if the product has been repaired or modified by the purchaser or by an unauthorized third party or if the product has been damaged in transit. This Warranty does not apply to damage to mattresses, fabric, cables, electrical cords or items supplied by Resellers, as defined below. Contact the Reseller or other appropriate party for warranty information on these items. Nor does this Warranty apply to any unnecessary service calls, including costs for in-home service calls solely for the purpose of educating the consumer about the unit or finding an unsatisfactory power connection. In addition, if the recommended weight restrictions are not followed (Twin, Twin Long, Double, Queen, and Split/Dual King bases - up to 650 lbs. each) this Warranty is void.

Replacement parts may be new or reconditioned at Tempur-Pedic's discretion.

Except for the 15 Year Warranty provided for the frame of this product, there is no warranty at all after five years, dating from commencement of 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, including any components, to Tempur-Pedic at the time of the replacement. Return of the frame, however, should it need to be replaced, is not required.

Repairs to or replacement of the Tempur-Pedic® TEMPUR-Up Foundation or its components under the terms of this Limited Warranty will apply to the original warranty period and will not serve to extend such period. This Warranty begins on the "warranty commencement date" which is the date of purchase for new unused products. If you did not purchase this Tempur-Pedic® TEMPUR-Up Foundation directly from Tempur-Pedic, proof of purchase will be required to demonstrate that you are the original purchaser and eligible to make a valid claim under this Warranty.

If original proof of purchase is not provided by the purchaser, Tempur-Pedic reserves the right to determine if the unit is covered, or is not covered, by this Warranty and may use the manufacturing date as the warranty commencement date.

The decision to repair or to replace defective parts under this Limited Warranty shall be made by Tempur-Pedic at its option and at its sole discretion. Except for the Warranty provided for the frame of this product, there is no warranty at all after five years, dating from commencement of this Limited Warranty.

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.

Some provinces/territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to every purchaser. This warranty gives the purchaser specific legal rights, and the purchaser may also have other rights, which may vary between individual provinces/territories. This warranty is valid in all Canadian provinces and territories, the United States, and Puerto Rico. This warranty is valid only for the original purchaser of the product. An original purchaser is one who purchases the product directly from Tempur-Pedic North America, Inc. or an authorized Reseller of Tempur-Pedic North America, Inc.

If you are not the original purchaser of this product, you take it "as is" and "with all faults." If you did not purchase this TEMPUR-Up Foundation directly from Tempur-Pedic North America, Inc., we will require proof of purchase from you demonstrating that you are the original purchaser and eligible to make a valid claim under this warranty. This warranty begins on the "warranty commencement date" which is the date of purchase for new unused units, and the date of manufacture for units that have been used as floor or display models. Thus, on a floor model unit, the warranty is a portion of the 15-year limited warranty. If original proof of purchase is not provided by purchaser, Tempur-Pedic reserves the right to determine if the unit is not covered by this warranty or to use the manufacturing date as the warranty commencement date. This limited warranty gives you specific legal rights. You may also have other rights that vary between individual provinces/territories.

If you, the Purchaser, experience any problem with your TEMPUR-Up Foundation during the warranty period, please consult the troubleshooting section of your Reference Guide. If problem persists, please contact Tempur-Pedic's Customer Service Department by calling toll-free 1-800-887-4321 or by email at warranty.ca@tempurpedic.com.