

Limited Lifetime Warranty Policy

Mattress Limited Lifetime Warranty

For all Brooklyn Bedding Mattresses purchased after 02/01/2025, your new Brooklyn Bedding Mattress is covered by a limited lifetime warranty. This limited lifetime warranty gives you specific legal rights and covers all manufacturing defects. You may also have other rights, which vary from state to state. If you think you need to claim your warranty, please let us know! Please see below for additional details.

For all products purchased prior to 02/01/2025, please click [HERE](#) to access the terms of the warranty applicable to your product at the time of purchase.

Products Covered by This Limited Lifetime Warranty.

This limited lifetime warranty ("Limited Lifetime Warranty") extends to mattresses manufactured by Brooklyn Bedding, LLC d/b/a Brooklyn Bedding ("Brooklyn Bedding") and purchased directly from Brooklyn Bedding or Brooklyn Bedding's authorized retailers. This Limited Lifetime Warranty includes the Signature Hybrid, Aurora Luxe, Sedona Elite, BB Kids, CopperFlex Collection, ThermoBalance Collection, Plank Firm mattresses, Titan Plus mattresses, Spartan, Dreamfoam mattresses, and CopperFlex Essential, which collectively will be referred to as "Mattresses" (plural) or "Mattress" (singular) unless otherwise noted. Some parts of this Limited Lifetime Warranty also extend to covers sold with Mattresses ("Mattress Covers"). Mattresses are designed to work on a firm, solid-surface, on a bed base that is structurally capable of supporting the weight of the Mattress and user(s).

Who This Limited Lifetime Warranty Extends To.

This Limited Lifetime Warranty extends to the original purchaser of any Mattress who is located in the United States (not including US territories) or Canada. This Limited Lifetime Warranty is valid only for the period of time the Mattress is owned by the original purchaser of the Mattress. The "Original Purchaser" or "you", for the purposes of this Limited Lifetime Warranty, is the first purchaser of the Mattress from Brooklyn Bedding or a Brooklyn Bedding authorized retailer. PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE. All Brooklyn Bedding warranties are not transferable.

Brooklyn Bedding's Limited Lifetime Warranty and Responsibilities.

Brooklyn Bedding warrants the Mattress in its original packaging against the defects in material and workmanship set forth below ("Defects") for the full period of the Original Purchaser's ownership and use, from the time the Mattress is purchased by the Original Purchaser (the "Original Purchase Date"), and when the Mattress is used normally for its intended purposes.

Years 1-10: Non-Probated Coverage

For the first 10 years from the Original Purchase Date, the Mattress is warranted against non-excluded defects in the workmanship or materials. During this time, Brooklyn Bedding will repair or replace any defective Mattress at no cost to the Original Purchaser.

Years 11-End of Ownership: Prorated Coverage

From year 11 through the remainder of the period of the Original Purchaser's ownership and use, Brooklyn Bedding will replace the Mattress **at a prorated charge to the Original Purchaser. The prorated replacement charge will depend on the year the Mattress is replaced.**

During years 11-15 of the Limited Lifetime Warranty, the prorated replacement charge the Original Purchaser will pay will be **fifty (50) percent of the then current retail price of the same model and size as the original Mattress purchased.**

During years 16-20 of the Limited Lifetime Warranty, the prorated replacement charge the Original Purchaser will pay will be **sixty (60) percent of the then current retail price of the same model and size as the original Mattress purchased.**

From year 21 through the remainder of the period of the Original Purchaser's ownership and use of the Mattress, the prorated replacement charge the Original Purchaser will pay will be **seventy-five (75) percent of the then current retail price of the same model and size as the original Mattress purchased.**

Any replacement will be of the same model and size as the original Mattress purchased. In no event will a substitution model be used as a replacement except in the case of a discontinued Mattress. In this event, a Mattress of like build and design, at Brooklyn Bedding's discretion, will be used as a replacement for the defective Mattress. Replaced or repaired Mattresses are subject to the same Mattress Limited Lifetime Warranty as the original Mattress. If the Original Purchaser obtains a replaced or repaired Mattress, the Limited Lifetime Warranty term of the replaced or repaired Mattress begins from the Original Purchase Date.

Removing the Mattress Cover from a Mattress will automatically void any Limited Lifetime Warranty claim. Please contact Brooklyn Bedding in advance or if you have any questions.

What This Limited Lifetime Warranty Covers.

This Limited Lifetime Warranty applies to the following Defects in a Mattress:

- Deterioration causing the Mattress to have a visible indentation greater than one and one-half (1.5) inches that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or adjustable bed base. Normal wear requires that a Mattress be continuously supported by a matching foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the Mattress and foundation. Any foundation, box spring, frame, or other base on which the Mattress is placed that has slats greater than 5 inches apart will be considered improper and will void the Limited Lifetime Warranty.

- Any physical flaw in the Mattress that causes the foam or spring material to split or crack, despite normal usage and proper handling.
- Any manufacturing defect in the assembly of the Mattress Cover.

This Limited Lifetime Warranty does not cover the following:

- A normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the Mattress.
- Comfort preference beyond the 120 day trial period.
- Physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains; provided, that the Defect is caused by such abuse or damage.
- For years 1 – 10 of this Limited Lifetime Warranty, replacement of any non-defective pieces in the Brooklyn Bedding sleep system (for example, if you purchase a mattress with multiple components and only one component is defective, then we will only replace the defective component).
- Any mattress (whether manufactured by Brooklyn Bedding or not) sold by resellers who are not authorized retailers of Brooklyn Bedding.
- Mattresses sold "as-is", "preconditioned", "reconditioned", "used", "comfort return", "returned", "previously owned", or any other similar wording indicating that the Mattress is not "new" or of "first quality", or has previously been purchased or used by another consumer.

In the event of a Defect, Brooklyn Bedding's sole and exclusive liability and the Original Purchaser's sole remedy under this Limited Lifetime Warranty will be, at Brooklyn Bedding's option, to provide a repaired or replacement Mattress or Mattress Cover of similar or greater value, as applicable, and subject to the Original Purchaser's fulfillment of "Purchaser Responsibilities" below.

Purchaser Responsibilities.

In the event of a Defect and in order to get the benefit of this Limited Lifetime Warranty, the Original Purchaser must return the Mattress or Mattress Cover to Brooklyn Bedding and provide Brooklyn Bedding with proof of the original date of purchase. Mattresses and Mattress Covers must be sent to the address set forth at the end of this Limited Lifetime Warranty.

If Brooklyn Bedding deems a claim made under this Limited Lifetime Warranty is valid, Brooklyn Bedding will repair or replace (as applicable) and ship the Mattress or replacement Mattress back to the Original Purchaser. Please note Brooklyn Bedding takes all efforts to complete these requests as quickly as possible and some cases can take longer than others.

Disclaimer, Limitation on Liability.

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MATTRESS IS PROVIDED "AS IS" AND THIS LIMITED LIFETIME WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY, IN NO EVENT WILL Brooklyn Bedding OR ITS SUPPLIERS BE LIABLE FOR OR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE MATTRESS OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF Brooklyn Bedding HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Brooklyn Bedding'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE MATTRESS GIVING RISE TO SUCH LIABILITY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

BINDING ARBITRATION

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES ARBITRATION OF DISPUTES AND LIMITS THE MANNER IN WHICH THE PARTIES CAN SEEK RELIEF.

Arbitration of Disputes.

In the event of any dispute, claim, or controversy between a Customer and the Company of any kind relating to Products and purchases of our Products (whether through the Websites or otherwise) (each, a “Dispute”), such Dispute will be finally and exclusively resolved by binding arbitration governed under the Federal Arbitration Act (“FAA”), subject to the Process described and defined below. Any dispute concerning or relating to arbitrability shall be resolved by the arbitrator unless otherwise agreed to by the parties. Notwithstanding the foregoing, either party may elect to have any Dispute that is subject to the jurisdiction of small claims court decided in small claims court in Maricopa County, Arizona, USA, or the county of the Customer’s residence. If either party files a Claim in arbitration that could have been brought in small claims court, the other party may provide notice that it wants the case decided in small claims court before the appointment of an arbitrator, and the arbitrator shall administratively close the case before assessing any fees, and the party bringing the Claim must proceed in small claims court in lieu of arbitration. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration.

Except as otherwise provided herein, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE A DISPUTE IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS DISPUTE IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. This provision shall

apply, without limitation, to all Disputes that arose or were asserted before or after Customer's acceptance of this Agreement and shall survive termination of this Agreement.

Neither Customer nor the Company will be entitled to:

Join, consolidate or combine Disputes by or against others in any arbitration with the exception of applicable arbitrator rules related to mass or multiple arbitration filings and our agreement below; or

Include in any arbitration any Disputes as a representative or member of a class.

Commencement of Disputes.

Customer and Company agree to work together in an effort to resolve any Dispute between them. The party initiating a Dispute must send the other a written notice of the Dispute which is personally-signed (in the case of any digital signature, the digital signature shall comply with the requirements of the federal E-Sign Act) notice by Certified U.S. Mail. If Company has a Dispute with Customer, Company will send this notice to the most recent contact information it has for Customer. If Customer has a Dispute with Company, Customer must send this notice to:

Brooklyn Bedding LLC

Attn: Legal Department

5301 W Bethany Home Road

Phoenix, AZ 85031

The written notice must include the disputing party's name and residential address, phone number, the email address for Customer's user account (as applicable), and a clear and detailed statement of the claim (including requested relief and the basis for relief). For a period of sixty (60) days from receipt of a completed notice (which can be extended by agreement of the parties), the parties agree to negotiate in good faith in an effort to resolve the Dispute. The party receiving the notice may request a telephone or video conference to aid in the resolution

of the Dispute. If such a conference is requested, Customer and a Company representative will personally attend the conference (with counsel, if represented). The conference will be scheduled for a mutually convenient time, which may be outside of the 60-day period. Completion of this mandatory dispute resolution process ("Process") is a condition precedent to initiating a Dispute in arbitration. If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and any arbitration then underway shall be stayed. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. Nothing in this Section limits the right of a party to seek damages for non-compliance with this Process in arbitration. All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a completed notice through the conclusion of this Process.

Arbiter of Disputes.

Any arbitration of a Dispute will be resolved before a neutral arbitrator selected jointly by Customer and Company, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by the National Arbitration and Mediation ("NAM") pursuant to its then current rules, including, as applicable, NAM's Comprehensive Dispute Resolution Rules and NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM Rules"), as modified by this Agreement. All applicable NAM Rules and procedures are available at the NAM website at www.namadr.com. If the NAM is unavailable or unwilling to administer the arbitration consistent with this arbitration agreement, the parties shall agree on an administrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an administrator that will do so. Payment of arbitration fees will be governed by the NAM Rules and fee schedule. If permitted under applicable law, the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees, and reasonable costs, including costs for expert and other witnesses.

Mass Arbitration.

Customer and Company also agree that, if twenty-five (25) or more Disputes arises against a party regarding the same or substantially similar issues filed by or with the assistance of the same law firm, group of law firms, or organizations, Customer's and Company's respective Dispute(s) will be arbitrated in a coordinated fashion such that arbitrator shall: (1) administer the arbitration demands together; (2) appoint one arbitrator for the coordinated demands; and (3) issue one set of case management, hearing and administrative fees due per side, one procedural calendar, and one hearing (if any) in a place to be determined by the arbitrator. To the extent the parties disagree on the application of the provisions of this paragraph, the disagreeing party shall advise the arbitrator, and the arbitrator shall stay the arbitrations pending a determination of the applicability of this section and process by a court of competent jurisdiction. In such a proceeding, the prevailing party may recover its reasonable attorneys' fees and costs in connection therewith, if permitted under applicable law.

If any portion of this Subsection 16(D) pertaining to Mass Arbitration is found to be void, unenforceable, or unlawful, in whole or in part, then the entire Section 16 shall be severed from this Agreement and any Dispute may only proceed in a court of law.

Remedies.

Except as otherwise provided in this Agreement, the arbitrator shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in Maricopa County, Arizona; if that forum is not available, then the arbitration shall take place in the United States county where Customer resides, provided a court in that county would have personal jurisdiction over all parties in the dispute. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. As set forth in Section 18 below, nothing in this Agreement will prevent Company from seeking injunctive relief in any court of competent jurisdiction as necessary to protect Company's proprietary interests. Additionally, nothing herein shall limit

Customer's ability to seek public injunctive relief in arbitration or in a court of competent jurisdiction, as applicable.

Governing Law.

The Agreement and any action related thereto will be governed by the laws of the State of Arizona without regard to its conflict of laws provisions. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of Arizona for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to, objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement.

Warrantor.

Brooklyn Bedding, LLC d/b/a Brooklyn Bedding

5301 W Bethany Home Rd.

Phoenix, Arizona

support@brooklynbedding.com