

Eco Organic Mattress, Eco Organic Kids Mattress, Eco Organic Crib Mattress: 10-Year Limited Warranty

Beginning on the date of purchase, your new Avocado Eco Organic Mattress, Eco Organic Kids Mattress, and Eco Organic Crib Mattress (the “Mattress”) are covered by a 10-year limited warranty (the “Mattress Warranty”). This Mattress Warranty extends to the original purchaser of the Mattress and extends to all mattresses purchased directly from Avocado Mattress, LLC (“Avocado Mattress”) or an authorized reseller. **The “original purchaser” for the purposes of this Mattress Warranty is the first purchaser of the Mattress from Avocado Mattress or an authorized reseller. This Mattress Warranty is not transferable and applies only to the original purchaser.** Avocado Mattress warrants the Mattress against defects in material and workmanship set forth below (“Defects”) for a period of 10 years. If your Mattress has a defect covered under this Mattress Warranty, Avocado Mattress’ sole and exclusive liability (and your sole remedy under this Mattress Warranty) will be, at Avocado Mattress’ option, to provide a replacement Mattress, subject to the fulfillment of your responsibilities as set forth herein. If Avocado Mattress chooses to replace the Mattress, the 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 Avocado Mattress’ discretion, will be used as a replacement for the defective Mattress.

Your Responsibilities

The Mattress Warranty begins at the time the Mattress is purchased by you when the Mattress is used normally for its intended purposes and on a rigid, solid surface or slatted bed base that is structurally capable of supporting the weight of the Mattress and user(s). **All foundations, bunkie boards, bed frames, and adjustable bases sold by Avocado have been specifically designed to meet the structural support requirements of this warranty if used correctly and unaltered.**

Foundations, bunkie boards, bed frames, and adjustable bases purchased from third-party vendors (not purchased from Avocado) must meet minimum structural requirements: For the purpose of this Mattress Warranty, these structural requirements are defined as having at least five to six (5-6) leg supports, with at least one (1) being a center support leg for a Queen, King, and California King Mattress, four (4) leg support for Twin and Full Mattresses. Queen, King, and California King slatted style bed frames cannot be greater than five (5) inches between each slat to provide ample structural support for the foundation and user(s). Each slat must be at least two and a half (2.5) inches wide. **The structural support system must not flex; it must be unyielding.**

In the case of a Mattress that is packaged in a compressed and rolled manner, also referred to as a “bed-in-a-box,” your Mattress Warranty is valid if your product was opened within thirty (30) days of receiving the Mattress to prevent compression for an extended period. A mattress that is left compressed for a prolonged period will have structural damage and/or condensation from being packaged for an extended period. Avocado Mattress makes no medical or health claims regarding its Mattresses. Allergies,

discomfort, or other conditions are not covered under this Mattress Warranty. A licensed physician should address any questions or concerns regarding medical or health conditions. **Users must rotate their Mattress head-to-toe, once a month for the first six months, then every other month for the life of the Mattress, to ensure even wear.**

Failure to do so may void the Mattress Warranty. In the event of the issuance of a replacement Mattress, Avocado Mattress may ask you to donate the used Mattress to charity to help repurpose the Mattress for someone in need. In that case, you must provide a written receipt or proof of return, disposal, or donation of the original, defective Mattress from a legitimate organization before any replacement mattress or refunds are issued. **This Mattress Warranty is not transferable and applies only to a mattress purchased from Avocado Mattress by the original purchaser.**

Defects Covered Under the Mattress Warranty:

- Any VISIBLE indentation equal or greater than one and a half (1.5) inches (three-fourths of an inch (3/4") for Eco Organic Crib mattress) that are NOT associated with or resulting from a faulty, improper, or unsupportive foundation, box spring or platform that is not designed or constructed so that it is capable of handling the combined weight of the foundation and its intended users. The indentation must be visible to the naked eye when no weight is applied to the top of the Mattress. If the purchaser uses an inappropriate foundation, box spring, or base as determined by Avocado Mattress, the Mattress Warranty, without limitation, will be void. Avocado Mattress may require the purchaser to provide proof of the quality of the foundation, box spring, or base used.
- Any physical flaw in the natural latex foam that causes it to split or crack under conditions of normal use and proper handling.
- Any manufacturing defect in the Mattress cover, such as the fabric tearing or stitching unraveling. Any cosmetic damages to the Mattress, NOT caused by normal wear and tear or that affect the performance of the Mattress.
- Size variations greater than 2 inches in any dimension after 30 days of regular usage.

This Mattress Warranty Does Not Cover:

- Normal wear and tear or any condition resulting from misuse or abuse of the Mattress or failure to keep the Mattress clean and free of stains and potentially unsanitary conditions.
- A normal increase in softness due to normal usage.
- Comfort preference. Any comfort level description of any Mattress is solely provided as a guideline, and Avocado Mattress does not guarantee the firmness or softness quality of any Mattress, nor does it warrant that a particular comfort preference will be to your liking.
- Mold, odors, and/or discoloration caused by abnormal care including, but not limited to, liquid spills, improper ventilation including, but not limited to, humid climates and/or areas where the Mattress is exposed to excessive water or humidity.

- Damage associated with an improper bed frame, foundation, box spring, or base as determined by Avocado Mattress.
- Imperfections that do not prevent a reasonable person's ordinary use and enjoyment of the Mattress are not considered defects. For example, surfaces may not be perfectly even, and corners may not be perfectly shaped or symmetrical. These are not defects for which you can seek a remedy under this Mattress Warranty. More specifically, this Mattress Warranty excludes (a) minor imperfections and slight cosmetic flaws; (b) normal wear and tear; (c) tears, stains, soiling, burns, and discoloration that occur over time; (d) dampness or mold; (e) individual or personalized preferences relating to firmness, texture, comfort, etc.; (f) normal body impressions not greater than one and a half (1.5) inches in the Mattress (2 inches in the Avocado Luxury Plush Mattress) as measured below the quilt level — in other words, some settling of the fiber in the quilt should be expected and is not considered a defect); (g) individual or personalized allergies and sensitivities; and (h) naturally occurring cotton, wool, or latex foam aromas.
- In addition, this Mattress Warranty does not cover conditions resulting from abusive handling, misuse, or neglect. Accordingly, the following circumstances, if discovered upon inspection, will void your Warranty: (a) any unsanitary condition; (b) burns; (c) use of the Product on an improper bed frame; (d) physically abusing the Mattress; (e) attempting to clean the Mattress inappropriately; and (f) improper storage of the Mattress (including storage in damp locations, areas infested with insects or rodents, or any other unprotected storage areas); and (g) purchase from resellers who are not authorized retailers.

Years 1 - 5: Full Coverage, Not Prorated

During the first five (5) years of the Mattress Warranty, Avocado Mattress will not charge the purchaser to repair or replace the purchaser's mattress if it qualifies under the Mattress Warranty. This period is non-prorated, which means that Avocado Mattress does not charge a percentage of the repair costs or replacement product based on how long you slept on the mattress before noticing a defect.

Years 5 - 10: Limited Coverage, Prorated

During years 5-10 of the Mattress Warranty, Avocado Mattress will, at its option, replace the mattress at a prorated charge to the purchaser in addition to transportation and/or shipping charges. The prorated replacement charge will be dependent on the year that the Mattress is replaced. If the Mattress is replaced during the sixth (6th) year, the prorated replacement charge the purchaser pays will be fifty (50) percent of the original purchase price. If the Mattress is replaced after the sixth (6th) year, but before the ninth (9th) year, the prorated replacement charge the purchaser pays will increase by five (5) percent for each subsequent year of the prorated period (i.e., 55% of the original purchase price if replaced during year seven (7); 60% of the original purchase price if replaced during year eight (8), etc. If the mattress is replaced in year nine (9) or any point thereafter before the expiration of the Mattress Warranty, the prorated replacement charge will be 95% of the original purchase price. The 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 for a discontinued Mattress. In this event, a Mattress of like build and design, at Avocado Mattress' discretion, will be used to replace the defective Mattress. **Replaced or repaired Mattresses are subject to the same Mattress Warranty as the original. If you obtain a replaced or repaired Mattress, the warranty term of the replaced or repaired Mattress begins from the date of purchase of the original Mattress.** If applicable, a replacement mattress ends your sleep trial.

Making a Claim

To make a valid claim under this Mattress Warranty, **you must:** Fill out a [warranty claim form](#) supplied when you contact support@avocadomattress.com. All requirements are listed on the warranty claim form. [Requirements](#) include but are not limited to, a narrative describing the defect and how it is affecting the performance of the Mattress, as well as:

- **Valid original proof of purchase demonstrating the date of purchase and that the claimant is the original purchaser and still has the bed.**
- **Photographic evidence of the law tag shows that the law tag remains on the bed and has not been altered.**
- **Photos of the mattress, base, and defect in accordance with the warranty. All measurements must be measured with tailor tape. Our products have curves; thus, a standard tape measure does not suffice.**

Please send all requested documentation to support@avocadomattress.com. **You are responsible for submitting your claim with sufficient supporting documentation for Avocado Mattress to provide a remedy if necessary.** Avocado Mattress reserves the right, in Avocado Mattress' sole discretion, to require photographs, further information, or descriptions or to send a representative or independent Mattress inspector to physically inspect the Mattress before accepting your claim under this Mattress Warranty. Your Mattress Warranty may be voided if you refuse to cooperate with an investigation, provide adequate responses to requests, or comply with any provision of this Mattress Warranty. The serviceable area for all Avocado Mattress, LLC products is addressed within the 50 states of the **United States only**, including Alaska and Hawaii. If your Avocado Mattress, LLC product is located outside the USA, you are responsible for any costs associated with pick-up and return.

Disclaimer: Limitations on Liability

To the maximum extent permitted by applicable law, Avocado Mattress and its authorized resellers, distributors, and/or suppliers make no representations, warranties, or conditions, express or implied, beyond those outlined in this warranty and non-puffery claims in Avocado Mattress marketing materials. Each of those parties disclaims any and all warranties or conditions, express, statutory, and implied. Some jurisdictions do not allow the limitation or exclusion of certain warranties or conditions, so some of the above exclusions may not apply to you. There are no warranties that extend beyond the face of this document. In no event will Avocado Mattress or its resellers, distributors, and/or suppliers be liable for any damages, including without limitation any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting

from your or any third party's purchase and/or use of the product, even if Avocado Mattress or such other party has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract, (2) breach of warranty, (3) negligence, or (4) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. Some jurisdictions do not allow certain damages, warranties, or conditions to be limited or excluded, so some of the above limitations may not apply to you. In no case shall Avocado Mattress' liability exceed the purchase price paid for the mattress, giving rise to any such liability.

Arbitration

If a dispute arises between you and Avocado Mattress arising out of or relating to this Mattress Warranty, that dispute will be resolved in accordance with the general dispute resolution provisions of the Avocado Mattress terms of service. The arbitration conducted pursuant to this provision will be deemed final and binding and will not be subject to appeal absent extraordinary circumstances. You must seek arbitration for disputes arising out of this Mattress Warranty before exercising any rights or seeking any remedies created by *Title I of the Magnuson Moss Warranty Act* or any state law relating to consumer product warranties. As in all other dispute situations under the Avocado Mattress terms of service, an arbitration concerning a dispute arising out of or relating to this Mattress Warranty will not be combined with any other proceeding or arbitration against one of the parties. In addition, to the maximum extent permitted by applicable law, you will only be permitted to assert your claim. You may not appear as a representative of the interests of any other person, entity, or class of consumers (including a private attorney general or otherwise). Some states do not allow the exclusion or limitation of incidental or consequential damages in connection with the sale of consumer products, so the above limitation or exclusion of incidental or consequential damages may not apply to you.

Governing Law

The laws of the State of New Jersey will govern this limited warranty.

Warrantor

Avocado Mattress, LLC, 12 Hudson Place, Suite 100, Hoboken, NJ 07030.

support@avocadomattress.com