

YOUR LIFETIME LIMITED WARRANTY

Your new WinkBeds mattress is covered by a Lifetime Limited Warranty (the "Warranty") for the full period of the original owner's ("you") ownership and use.

WHO IS COVERED

This warranty is valid only for the original purchaser from the original purchase date of the Mattress and is non-transferable. The "original purchaser," for the purposes of this Warranty, is the first purchaser of the Mattress from Wink Beds LLC ("WinkBeds") or a WinkBeds authorized retailer. Please retain a copy of your receipt as proof of purchase and owner. This warranty only applies to purchases made after July 25, 2018.

If the original purchaser sells or otherwise relinquishes ownership of the mattress to another, this Warranty terminates and the subsequent owner accepts the product "as is" and "with all faults."

WHAT IS WARRANTED

This Warranty extends to mattresses manufactured by WinkBeds and purchased directly from WinkBeds or WinkBeds' authorized retailers (the "Mattresses").

WinkBeds warrants the Mattress in its original packaging sold to you against the defects in material and workmanship set forth below ("Defects") for the full period of ownership by you and use by you commencing from the time your Mattress is purchased by you. This warranty is limited to one replacement per mattress purchased. This warranty does not extend to mattresses purchased under the "Any Reason" replacement guaranty.

THE FOLLOWING DEFECTS ARE COVERED:

Deterioration causing the Mattress to have a visible indentation greater than one (1.5") one and one half inches that is not associated with an indentation or sag which results from use of an improper or unsupportive foundation or 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 user(s).

Any physical flaw in the Mattress due to a manufacturing defect that causes the foam or spring material to evidence degradation, split or crack, despite normal usage and proper handling.

THIS MATTRESS WARRANTY DOES NOT COVER

Any product which has been subject to misuse, neglect, accident or used in violation of instructions, including instructions to place mattress on proper bed frame. A

WARRANTY REMEDY

In the event of a Defect (as defined above), WinkBeds' sole liability and your sole remedies under this Warranty will be:

A replacement of your defective mattress with a brand new WinkBeds mattress in the same model and size at absolutely no charge to you.

YOUR RESPONSIBILITIES

In order for this Warranty to apply, the Mattresses must be used on a firm, rigid, non-flexible surface with an ample center support leg(s), such as a bed base that is structurally capable of supporting the weight of the Mattress and user(s) for the entirety of its use. Purchaser must prove that matching foundation or adjustable bed base with a proper bed frame sufficient to support the collective weight of the Mattress and user(s) was used.

You must return your Mattress and show proof of original purchase. At WinkBeds' option, WinkBeds may authorize you to provide photo evidence of defect in lieu of returning the Mattress. You are responsible for the shipping costs associated with returning your mattress. However, if WinkBeds determines that a Defect exists, WinkBeds will assume all transportation costs associated with returning and replacing your mattress.

HOW TO MAKE A WARRANTY CLAIM

Contact: info@winkbeds.com

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, WINKBEDS LIMITS THE DURATION OF SUCH WARRANTIES TO THE SHORTER OF EITHER A) THE DURATION OF THIS WRITTEN WARRANTY, OR B) ANY MAXIMUM DURATION FOR IMPLIED OR STATUTORY WARRANTIES PROVIDED BY STATUTE. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

normal increase in softness of the foam pressure-relieving material which does not affect the pressure-relieving qualities of the Mattress. Comfort preference. Defects caused by physical abuse or damage to the structure and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains. Mattresses sold "as-is", "preconditioned", "reconditioned", "used", "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.

WINKBEDS LIMITS THE REMEDIES FOR SUCH WARRANTIES TO, AT WINKBEDS'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL WINKBEDS OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE WINKBEDS 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 WINKBEDS HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WINKBEDS'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.

In the event a dispute arises between you and WinkBeds arising out of this Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). More information about the AAA is located at www.adr.org, or you can call the AAA at 1-800-778-7879. Arbitration will take place in a location selected by WinkBeds. The arbitration will not be combined with any other proceeding or arbitration against one of the parties. This Limited Warranty will be governed by the laws of the State of Delaware.