

Stearns & Foster® Studio Pillow, Reserve Pillow, and Lux Estate Pillow: 5-Year Limited Warranty

Stearns & Foster® Studio, Reserve, and Lux Estate Pillows

Stearns & Foster® pillows are made with high-quality materials and rigorous standards, so you get a durable, long-lasting product. Still, we realize that sometimes things go wrong. To protect you against product defects, we include a 5-year limited warranty with our pillows. You can rest assured that the pillow you love tonight will last for years to come.

I. LIMITED WARRANTY DESCRIPTION

THIS LIMITED WARRANTY CONTAINS BINDING JAMS ARBITRATION CLAUSE AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS OTHERWISE SPECIFIED BELOW IN SECTION VI. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION VI BELOW, WHICH ALSO DESCRIBE YOUR RIGHT TO OPT-OUT.

This Limited Warranty applies to any new Stearns & Foster® Studio, Reserve, and Lux Estate pillow (a “Product” or “Covered Product”) purchased from Sealy Mattress Manufacturing Company, LLC (“Stearns & Foster®,” “we” or “us”) or its authorized retailers. Stearns & Foster® provides this Limited Warranty to you, as the original purchaser of the Covered Product (“you,” “your” or “purchaser”); it is not transferable to anyone who subsequently purchases the product from you. Your purchase of a Covered Product indicates acceptance of the Limited Warranty terms. This Limited Warranty gives you as the purchaser specific legal rights, and you may also have other rights, which may vary from state to state.

II. HOW LONG WILL THE WARRANTY LAST?

Stearns & Foster® warrants that, for five (5) years from the date of purchase as shown on your sales receipt (the “Limited Warranty Period” or the “Warranty Period”), the Covered Product(s) will be free from defects in materials and workmanship under normal use.

III. WHAT WILL STEARNS & FOSTER® DO? WHAT IS AND IS NOT COVERED?

During the Warranty Period, Stearns & Foster® will offer a replacement for defective Covered Products. Purchaser is responsible for shipping costs. STEARNS & FOSTER'S® RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPLACEMENT OF THE PRODUCTS, SUBJECT TO THE LIMITATIONS DESCRIBED IN THIS LIMITED WARRANTY.

This Limited Warranty is valid only in connection with the original purchase of new Covered Products directly from Stearns & Foster® or from authorized retailers. An "original purchaser," for the purposes of this Limited Warranty, is an individual or entity who purchases the Covered Product directly from Stearns & Foster® or an authorized retailer of Stearns & Foster® with the intent to use the Covered Product for personal consumer use and not for commercial or industrial use and not with the intent to resell the Covered Product. An "authorized retailer," for purposes of this Limited Warranty, is an individual or entity expressly authorized by Stearns & Foster® to sell Products directly to original purchasers. An individual or entity that purchases the Covered Product with the intent to resell the Covered Product is an "unauthorized reseller," and pillows purchased by or from such individual or entity will not be eligible for coverage under the Limited Warranty.

This Limited Warranty does not apply to products sold by unauthorized resellers, including, without limitation, unauthorized resellers on third-party websites. If a purchaser is not the original purchaser of the Product, purchaser takes the Product "AS IS," "with all faults," and without warranty. If the purchase of this Product was not directly from Stearns & Foster®, proof of purchase will be required to demonstrate that the Product was purchased from an authorized Stearns & Foster® retailer and purchaser is eligible to make a valid claim under this Limited Warranty.

Stearns & Foster® undertakes no responsibility for the quality of the Covered Products except as provided in this Limited Warranty, and there are no warranties that extend beyond the description provided herein. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY COVERS THE FOLLOWING ITEMS DURING NORMAL PILLOW WEAR:

- Defects in materials and workmanship of the pillow, including the pillow cover.

THIS LIMITED WARRANTY DOES NOT COVER:

- Comfort preference. For example, changes in how the Covered Product feels to you, changes in the perceived level of firmness or softness, changes in responsiveness of the Covered Product, or any other personal “feel” characteristic is not covered by the Limited Warranty.
- Physical abuse or damage to the pillow and/or cover material, including but not limited to, burns, cuts, tears, liquid damage, or stains.
- Demonstration samples sold at a discount.
- Product sold by resellers who are not authorized retailers.
- Product sold “as-is,” “preconditioned,” “reconditioned,” “used,” “comfort return,” “returned,” “previously owned,” or any other similar wording indicating that the Product is not “new” or of “first quality,” or has previously been purchased or used by another consumer.
- Odors.
- Mildew or mold occurring after use of the Covered Product, unless discovered within 30 days of purchase of the Covered Product.
- Damage caused by other actions or events beyond Stearns & Foster®’s reasonable control.

IV. HOW TO RECEIVE WARRANTY SERVICE AND REPLACEMENTS

To receive service and/or replacements under this Limited Warranty, please contact Stearns & Foster® by visiting the website at www.stearnsandfoster.com or by calling (866) 783-2767 within the Warranty Period and as soon as possible after discovery of a suspected defect, and provide: (a) copies of the relevant receipt(s); (b) a statement describing the damage; and (c) photographs showing the suspected damage.

Discovery is defined as the point in time when the suspected damage was discovered, or should have been discovered, by you. From the date a potential claim is detected, you must take all reasonable steps to protect the Product from further damage and all reasonable steps to mitigate potential losses caused by the suspected damage.

Stearns & Foster® reserves the right to inspect the Product prior to any authorization of any remedy under this Limited Warranty and may investigate and/or deny warranty claims that it determines are not covered for any reason under the terms and conditions of this Limited Warranty, or that it determines are false, noncompliant, duplicate, fraudulent, or suspicious, or otherwise problematic. Failure to provide requested information in support of your claim may result in denial of your claim.

In the event a warranty claim is filed, and a warranty replacement is deemed necessary, purchaser may be required to surrender the original Covered Product to Stearns & Foster® at the time of replacement. If you do not surrender the original Covered Product upon request, then you will be charged the full price of your replacement pillow.

The Limited Warranty for any replacement Product will run from the date of original purchase of the replaced Covered Product. The replacement will not be provided with a new warranty. If the Covered Product has been discontinued, then it will be replaced with a model similar to the discontinued item. The value of the replacement product is limited to the purchase price of the original purchase.

V. LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND STEARNS & FOSTER'S® ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. STEARNS & FOSTER'S® LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT.

STEARNS & FOSTER® EXPRESSLY DISCLAIMS, AND SHALL NOT BE LIABLE FOR, INCIDENTAL, DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, CAUSED BY, RESULTING FROM, RELATING TO, ARISING OUT OF, OR IN CONNECTION WITH USE OF THE PRODUCT OR FAILURE OF THE PRODUCT, ANY BREACH OF THIS WARRANTY OR ANY NEGLIGENCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE REPAIR, REPLACEMENT, OR CREDIT TOWARDS REPLACEMENT AS SET FORTH HEREIN.

THIS LIMITATION APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS WARRANTY AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION CANNOT BE WAIVED OR AMENDED BY ANY PERSON. STEARNS & FOSTER® IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE REGARDLESS OF: (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT STEARNS & FOSTER® OR AN AUTHORIZED REPRESENTATIVE OF STEARNS & FOSTER® WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT,

OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

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

VI. BINDING JAMS ARBITRATION AND CLASS ACTION WAIVER FOR U.S. RESIDENTS

A. YOU AND STEARNS & FOSTER® ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. ALL DISPUTES COVERED BY THIS AGREEMENT WILL BE DECIDED BY A SINGLE ARBITRATOR THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION AND NOT BY WAY OF COURT OR JURY TRIAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

This section VI applies to any dispute other than a dispute relating to the enforcement or validity of your, Stearns & Foster's®, or any of our licensors' intellectual property rights. "Dispute" means any dispute, action, or other controversy between you and Stearns & Foster® arising out of or related to the Covered Product or this warranty, or our relationship otherwise, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

B. In the event of a Dispute, please contact Stearns & Foster's ® customer service department by calling toll-free at (866) 783-2767.

C. If Stearns & Foster's® customer service department is not able to resolve the Dispute, either you or Stearns & Foster® must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Stearns & Foster®, ATTN: Office of General Counsel, 1000 Tempur Way, Lexington, KY 40511. Stearns & Foster® will send any Notice of Dispute to you by U.S. Mail to your address if we have it or to your e-mail address if we have it. If no such information exists or if such information is not current, then Stearns & Foster® has no notification or delay obligations under this section. You and Stearns & Foster® will attempt to resolve any dispute through

informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Stearns & Foster® may commence arbitration.

D. Unless you give us notice of opt-out within thirty (30) days of your purchase of Products, addressed to: Sealy Mattress Manufacturing Company, LLC, 1000 Tempur Way, Lexington, KY 40511, Attn: Office of General Counsel - Arbitration, all actions or proceedings arising in connection with, touching upon or relating to any Dispute, or the scope of the provisions of this Section, shall be submitted to JAMS (www.jamsadr.com) for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000, or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, before a single arbitrator. The matter shall be submitted to JAMS in accordance with its Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. JAMS' Rules are available at www.jamsadr.com. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its affiliates' lawyers, insurance providers, auditors, and other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter has been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek injunctive relief (subject to the provisions of this Limited Warranty waiving or limiting that relief) in a court of competent jurisdiction in Lexington, Kentucky or, if sought by Company, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to a court of competent jurisdiction, which may be made ex parte, for confirmation and enforcement of the award.

E. You and Stearns & Foster® shall follow the JAMS Rules applicable to initial filing fees, but in no event will you be responsible for any portion of those fees in excess of

the filing or initial appearance fees applicable to state or federal court actions in the jurisdiction where the arbitration will be conducted.

The location of the arbitration proceeding shall be in the county and state of your residence, unless each party to the arbitration agrees in writing otherwise, or agrees to conduct the arbitration strictly on written submissions or remotely.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision is void, voidable or otherwise invalid. However, as stated in subparagraph (G) below, the preceding sentence does not apply to the class and collective action waivers. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

F. You may elect to pursue your claim in small claims court solely on an individual basis rather than arbitration. The arbitration or small claims court proceeding will be limited solely to your individual dispute or controversy.

G. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR STEARNS & FOSTER® WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR OTHER ENTITIES IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action and the arbitrator will have no authority to hear or preside over any such claim. This class and collective action waiver shall be severable if there is a final judicial determination that the waiver is invalid, unenforceable, unconscionable, void, or voidable. In such instances, the class or collective action must be litigated in a civil court of competent jurisdiction—not in arbitration.

Regardless of anything else in this section and/or the JAMS Rules, or any amendments and/or modifications to those rules, any challenge to the class and collective action waiver, including, but not limited to, any claim that all or part of the waiver is invalid, unenforceable, unconscionable, void, or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator.

H. To the extent permitted by law, any claim or dispute under this Limited Warranty must be filed within one (1) year in small claims court or an arbitration proceeding, if so permitted herein. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

I. If any provision of this arbitration agreement is found to be unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

J. This arbitration agreement and any arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended, to the exclusion of state law inconsistent therewith. The laws of the Commonwealth of Kentucky, without regard to its choice of law principles, will exclusively govern substantive law.

K. Notwithstanding anything to the contrary herein, and only to the extent a court of competent jurisdiction determines that California law applies to our relationship with a California customer in contravention of this agreement providing that Kentucky law shall exclusively apply, then (a) a representative action for public injunctive relief pursuant to California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) and/or False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) must be arbitrated on a class basis, (b) in the event that the foregoing clause is deemed invalid or unenforceable, a representative action for public injunctive relief pursuant to California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.), Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) and/or False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) may be brought in the state or federal courts located in Kentucky on a class basis, and (c) any claims other than for public injunctive relief must be arbitrated on an individual, non-class basis as otherwise set forth in this section.

L. This provision survives termination of your account or relationship with us, bankruptcy, assignment, or transfer.

M. YOU UNDERSTAND THAT, BUT FOR THE TERMS OF THIS WARRANTY, YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.

N. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU PURCHASE A PRODUCT BY WRITING TO US AT SEALY MATTRESS MANUFACTURING COMPANY, LLC, 1000 TEMPUR WAY, LEXINGTON, KY 40511, (ATTN: OFFICE OF GENERAL COUNSEL - ARBITRATION). FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE IDENTIFYING THE PRODUCT(S) YOU PURCHASED WITHIN THE 30 DAYS AND THE DATE YOU PURCHASED THE PRODUCT(S). IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

VII. ADDITIONAL WARRANTY INFORMATION

Please retain this Limited Warranty and your sales receipt (your original proof of purchase) for at least five (5) years from the date of purchase. Please contact Stearns & Foster® at www.stearnsandfoster.com or by phone at (866) 783-2767 if you have any questions about this Limited Warranty.

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