Eco & Eco-Plus Adjustable Bed Frames: 20-Year Limited Manufacturer's Warranty Directly from Nisco®

Our <u>Avocado Eco Adjustable Bed Frame</u> and <u>Eco Plus Adjustable Bed Frame</u> are warrantied by the manufacturer, Nisco®. Below are the terms of their warranty, included in the user manual.

In the warranty: "Adjustable base" means the adjustable bed foundation sold by Nisco to an authorized dealer. The "adjustable base" does not include the mattress. "Purchaser" and "You" both mean the consumer who is the original purchaser of this adjustable base produced by Nisco. This warranty is not transferrable. "Warranty Commencement Date" means the date You purchased a new and unused Nisco adjustable base. Nisco warrants this adjustable base to You on the terms and over the reducing periods of time set out below. All warranty claims require notice from You to be given to Nisco in the manner set out below and to be received by Nisco inside the applicable warranty time period.

1st & 2nd Year Full Warranty

For the 1st and 2nd years from the Warranty Commencement Date, your adjustable base is warranted against non-excluded defects in Nisco's workmanship or materials. During the 1st and 2nd years from the Warranty Commencement Date, Nisco will repair or replace (at no cost to You) any defective adjustable base part, and Nisco will pay all authorized labor associated with the repair or replacement of any parts found to be defective. When an adjustable base needs to be replaced, Nisco does not cover or pay for any part of transportation costs.

3rd Through 15th Year Limited Warranty

During the 3rd through the end of the 15th year from the Warranty Commencement Date, Nisco will cover a 50% pro-rated portion of any electronic part not excluded by this warranty. You are responsible for paying all service-related costs of receiving and installing the new part. Electronics covered include motor, control box, power supply, remote control, control box, massage motor, LED light, and USB charging port. Nisco will pay for and cover the cost of shipping parts to the lower 48 states only. The customer will be responsible for paying 50% of the parts cost that the pro-rated warranty does not cover. For example, if you make a claim for an eligible motor and the part costs \$129, you would be responsible for paying \$64.50.

3rd Year to 20th Year Limited Warranty

Starting in the 3rd year from the Warranty Commencement Date and through to the end of the 20th year from the Warranty Commencement Date, Nisco will replace any steel base parts found to be defective and not excluded by this warranty. This warranty only covers the steel mechanism frame. Nisco will provide at no cost to You the metal parts for the defective frame. You are responsible for paying all service and transportation costs for receiving and installing the new part. In the case of a defective steel base, if shipping costs and labor costs are excessive, the customer may choose a 50% pro-rated warranty and

receive a new same or comparable model for 50% of the customer's purchase price. The customer is responsible for all and any shipping costs associated with this warranty. For customer service under this warranty, please call Nisco at **855-430-8943**. Customers may start a claim via phone. Customer service representatives will return calls Monday through Friday, 9 AM – 5 PM PST. Customers should be prepared to provide **proof of purchase, delivery date**, and **serial number**.

Additional Terms and Exclusions

This warranty does not apply; (a) to any damage caused by You; (b) if there has been any repair or replacement of adjustable base parts by an unauthorized person; (c) if the adjustable base has been mishandled (whether in transit or by other means), subjected to physical or electrical abuse or misuse, or otherwise operated in any manner inconsistent with the operation and maintenance procedures outlined in the Owner's Manual and this warranty; (d) to damage to mattresses, fabric, cables, electrical cords or items supplied by dealers (contact the dealer for warranty information on these items); (e) if there has been any modification of the adjustable base without prior written consent by Nisco; or (f) to costs for unnecessary service calls, including costs for in-home service calls solely for the purpose of educating You about the adjustable base or finding a satisfactory power connection.

This warranty will be void if either the recommended weight restriction is not followed, which is 850 total lbs. including persons, mattresses, and bedding materials, for nonmanufactured defects, or if any modifications are made to the adjustable base. This warranty will only apply to the original purchaser and will be void to a subsequent owner.

Any repairs to or replacement to Your adjustable base or its components under the terms of this limited warranty does not extend the applicable warranty from the Warranty Commencement Date. This time limitation may not apply in some jurisdictions, including the Province of Quebec. The decision to repair or to replace defective parts under this warranty shall be made, or cause to be made, by Nisco at its option and in its sole discretion.

There shall be no liability on the part of Nisco for any special, indirect, incidental, or consequential damages or for any other damage, claim, or loss not expressly covered by the terms of this warranty.

This limited warranty does not include reimbursement for inconvenience, removal, installation, setup time, loss of use, shipping, or any other costs or expenses. Nisco and its service technicians will not be responsible for moving furniture or any other items not attached to the adjustable base to perform service on the adjustable base.

It is the sole responsibility of You to provide adequate space and accessibility to the adjustable base. In the event that the technician is unable to perform service due to lack of accessibility, the service call will be billed to You, and the service will have to be rescheduled.

Nisco makes no other warranty whatsoever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are disclaimed by Nisco and excluded from this agreement.

Some American States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You. This warranty gives You specific legal rights, and You may also have other rights, which may vary from jurisdiction to jurisdiction. This warranty is valid in all 50 American States and the District of Columbia.